Tillamook County

and

Oregon AFSCME Local 2734

Collective Bargaining Agreement

Upon Execution to June 30, 2028

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PREAMBLE

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

ARTICLE 1 – RECOGNITION

1.1 Description.

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

1.2 Temporary Employees.

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

1.3 New Position.

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

For reclassification, see Article 16.

1.4 Limited Duration Positions.

Limited Duration Employees: The County may hire limited duration employees for a duration of up to two (2) years. In the case of grant-funded or bond-funded positions or positions hired with other temporary funds (such as emergency funding allotted by a legislative body), the County may hire limited duration employees up to the extent of the funding source depletion if agreed to by the County and the Union.

Should a limited duration position exceed two (2) years, the employee shall become a regular employee within the bargaining unit. In this situation, a limited duration employee's original date of hire shall be the employee's anniversary date for purposes of seniority. During the initial two (2) year period, the County may release the employee consistent with the terms of the grant (or other funding source) and the employee would not have recourse through the grievance procedure.

Limited duration employees are not considered regular employees, except as provided above, but will be covered the same as a regular employee by the terms of this Agreement except as specified below:

Article 17.1 - Seniority
Article 17.2 - Layoff
Article 17.3 - Recall
Article 18 - Probationary Period

Limited duration employees shall have access to the grievance procedure (Article 5) except to enforce rights otherwise provided for in this Article.

ARTICLE 2 – UNION SECURITY

2.1 Membership.

Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. Application and resignation of Union membership shall be handled solely by the Union.

2.2 Authorized Payroll Deductions.

The Union will have sole responsibility to determine which bargaining unit employees have authorized dues deductions and the rate at which such dues should be deducted. The County agrees to monthly deduct Union membership dues and assessments from the pay of employees covered by this Agreement, in accordance with this Article and the terms of the contract between the employees and the Union.

The Union will provide to the County a list of employees who have authorized deductions no later than the fifteenth (15th) of each month so that the County can initiate any changes to occur the next payroll. Any changes to dues deductions will be applied by the County on a prospective basis only. If the Union fails to timely submit a monthly report, the County will maintain the existing dues deductions in upcoming payrolls.

The County will rely on the information provided by the Union as an accurate listing of employees who have authorized dues deductions. The County will deduct the Union dues from the paychecks of employees who have authorized dues deduction (per the information provided by the Union, as described above). The County agrees to remit the aggregate deduction, together with an itemized listing that includes the employees' names and amount of dues being transmitted for that person and the total amount transmitted.

The Union will also notify the County of any changes in the rate of dues at least thirty (30) calendar days in advance of the effective date of the change to allow the County to make the necessary adjustments to payroll deductions.

The County will not be held liable for any errors, but will make any proper corrections within thirty (30) days of the date of notification of such error. The Union shall also return to the County any payment that is in error within thirty (30) days of notification of such error.

The parties agree to use electronic means to transfer information exchanged per this Article.

2.3 Hold Harmless.

The Union will indemnify, defend and hold the County harmless against any claims made and against any and all claims, suits, orders or judgments against the County as a result of any County payroll deduction made on the Union's behalf. Payroll deduction errors shall be adjusted within thirty (30) days after discovery by the Union or the County; the County and the Union shall cooperate to facilitate prompt correction of the error with a refund, deduction or offset as appropriate. The parties acknowledge the limitations of dues disputes as provided by ORS 243.806(10)(b).

2.4 Union Leave.

Up to seven (7) Union employee representatives (i.e., stewards or executive board members) may, upon written request of the employee and the Union, be granted a Union leave of absence with pay for a total of five (5) working days per steward/employee per calendar year. Union leave per this Section is limited to one person per department (i.e., if there is more than one (1) Union employee representative from the same department, they will share the five (5) days) and it shall be used in full day increments, and is subject to repayment by the Union as provided by ORS 243.802. The County will provide the Union an invoice for repayment. The Union will make payment within thirty (30) days of the invoice.

Failure to make timely payment may be grounds for civil action and denial of future leaves. Such leave shall always be contingent upon the operating requirements of the involved department. Any employee who has been granted such leave and who fails to return at the expiration of said leave, shall be considered as having resigned the employee's position with the County with no further grievance rights.

2.5 Stewards and Representatives.

Employees officially selected by the Union to act as Union representatives shall be known as "stewards." The parties agree that the term "steward" is equivalent to "designated representative" as provided by the Public Employees' Collective Bargaining Act (PECBA). The names of the employees selected as stewards, and the names of Local 2734 Union representatives, who may represent employees shall be certified annually in August in writing to the Human Resources and Risk Management Director by the Union and the Union shall promptly provide notification of any changes in designated representatives. The County will be notified of Oregon Council 75 representatives or International representatives who may represented employees as needed.

Union stewards may represent employees and engage in the activities described in ORS 243.798 with the following limitations: Union Stewards shall not interfere with other employees' regular work assignments, and, in some circumstances, due to working operations and/or other limitations on persons in a particular workplace, Stewards may be asked to provide notice and permission to enter particular work locations. Stewards will be granted up to ninety-six (96) hours in total of all stewards per fiscal year to engage in the activities described in ORS 243.798 under paid time, not including successor contract negotiations as provided in section 2.9, representing an employee in an investigatory/disciplinary meeting with management (i.e., Weingarten and Loudermill meetings), Union management meetings as provided in 2.9, or Union orientation meetings as proposed in 2.10. The Payroll Office will provide a quarterly statement of the number of trackable Union hours. Stewards are obligated to track their time with normal payroll process. Upon exhausting ninety-six (96) hours per year, Stewards will need to use off duty time. Reasonable advance notice shall be given to the supervisor when a steward desires to be away from his duty assignment. This section does not preclude mutual agreement between Human Resources and Union President, or designee, to provide additional time for stewards to gather information related to grievance handling and/or seek informal resolution to issues of concerns regarding the collective bargaining agreement on a case-by-case basis.

2.6 Bulletin Boards.

The Union will be allowed to use designated Union bulletin boards (or clearly dedicated Union portions of Union/County bulletin boards) for Union materials in each building where bargaining unit employees' work. The Union shall limit its posting of Union materials to Union bulletin board space.

The County shall direct a request for removal of offensive material to either the Local AFSCME President or an Executive Board member, explaining the basis of the objection. The County shall not be responsible for material inappropriate for posting.

2.7 Visits.

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

2.8 Successor Contract Negotiations.

A maximum of five (5) employees may participate in successor contract negotiations carried on during duty hours without loss of pay for up to eight (8) hours per day for each scheduled bargaining or mediation session. The bargaining day is completed when the parties conclude the day's joint bargaining session, inclusive of any mutually agreed upon post-session prep time. In no instance shall this Section result in overtime compensation to the employee.

Employees will report to work if the bargaining day is completed more than two (2) hours before the end of their scheduled workday. If less than two (2) hours remain, the employee will contact their supervisor for instruction.

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

2.9 Union/Management Meetings.

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

2.10 Union Membership Orientation.

Within thirty (30) calendar days from hire of a new employee, the Employer will comply with its obligations under the law, and it shall provide the Union up to sixty (60) minutes, inclusive of travel time if performed by a Steward, to provide new employee union orientation. Depending upon operational needs, the Union orientation may consecutively follow the new employee orientation scheduled by Human Resources or it may be scheduled separately. Attendance for Union orientation is voluntary. The County is not precluded from individual employee orientations or group orientations for new hires. Human Resources will make best efforts to provide at least three (3) days advance notice of the orientation meetings.

The Steward will coordinate with their supervisor to schedule leaving their workstation for new employee union orientation. The time provided to Stewards for new employee Union orientation does not count towards the paid time permitted under Section 2.5. The County has no further monetary obligation beyond providing straight-time pay for actual time spent in orientation up to sixty (60) minutes if the Union orientation is conducted by a Steward.

2.11 Notices to the Union.

A. New Hires: The County will email the Union (President, Vice President, and AFSCME Union Representative) notice of new hires into the bargaining unit within ten (10) calendar days of hire. The notice will include those factors as articulated by ORS 243.804(4)(a).

B. Retirees: The County will notify the AFSCME Union Representative of any AFSCME employees whom the County is aware have retired. Notice will be within thirty (30) days of separation of employment.

C. The County agrees to prepare and post up-dated seniority lists for bargaining unit employees on the County intranet, including: employee name, last date of hire with the County as a regular employee, County seniority and job classification, seniority for the current classification each trimester (January, May, September).

D. The County will permit the exclusive representative (including Executive Board members) to reasonable use of the County's electronic mail system to communicate with represented employees as provided by ORS 243.804(5).

2.12 Requests for Information.

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

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

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

ARTICLE 3 – MANAGEMENT RIGHTS

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

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

A. To direct and supervise all operations, functions and policies in the departments involved and operations, functions and policies in the remainder of the County as they may affect employees in the bargaining unit;

B. To close or transfer an office or facility or combination of facilities or to relocate, reorganize or combine the work of divisions, operations or facilities;

C. To determine the need for a reduction or increase in the work force;

D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials, equipment, uniforms, methods and procedures;

E. To assign and distribute work;

F. To assign shifts, work days, hours of work and work locations;

G. To introduce new duties and to revise job classifications and duties within the unit;

H. To determine the qualifications of new employees;

I. To discipline an employee for just cause;

J. To determine the need for additional educational courses, training programs, on-the-job training, cross-training;

K. To determine the need for overtime and the classifications to work such overtime.

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

ARTICLE 4 – STRIKES AND LOCKOUT

4.1 Strike Prohibition.

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

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

4.2 Lockout Prohibition.

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

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Grievance Definition.

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

5.2 Policy and Procedure.

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

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

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

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

Step 1.

The employee, with or without a designated representative, shall identify as such and discuss the disputed issue with the employee's immediate supervisor outside the bargaining unit within twenty-one (21) calendar days of the employee's knowledge of the disputed occurrence or the employee's notice thereof. The supervisor shall investigate and evaluate the disputed issue, recommend disposition of the dispute to the management team that is responsible for the employee's supervision, and respond to the employee within fourteen (14) calendar days. If the grievance involves the employee's immediate supervisor, the Union may initiate the grievance process at Step 2 of this procedure.

Step 2.

If the disputed issue is not resolved by the immediate supervisor, the Union with the employee shall submit the grievance in writing to the Department Director within fourteen (14) calendar days of the supervisor's response or the end of the supervisor's response period, whichever is earlier. The Department Director or their designee shall consider the grievance and provide the employee and Union with a response in writing by no later than fourteen (14) calendar days from receipt of the grievance. The written grievance shall be submitted on the form attached hereto as Appendix B and filled out in accordance with instructions provided therein.

Step 3.

If the disputed issue is not resolved at Step 2, the Union may submit the grievance to the Human Resources and Risk Management Director within fourteen (14) calendar days of the Step 2 Response, or the end of the response period, whichever is earlier. The employee, a Union representative, and the Human Resources and Risk Management Director to discuss the grievance within fourteen (14) calendar days of the Human Resources and Risk Management Director's receipt of the Step 3 grievance. The Human Resources and Risk Management Director shall provide the Union with a written response within fourteen (14) calendar days of that meeting.

Step 4.

Mediation: The parties acknowledge the value to resolving disputes efficiently and with minimal costs. If the Union is not satisfied with the response in Step 3, the Union may submit the grievance to mediation within fourteen (14) calendar days from the Step 3 response or date due. The parties may mutually agree to a local mediator or use a mediator provided by the Employment Relations Board. Parties agree to share the costs of the mediator. The period for mediation will be limited to one hundred twenty (120) days, starting from timely notice of mediation by the moving party. The parties must meet at least one (1) time and agree to meet in good faith to resolve the dispute. Termination cases do not need to follow the mediation process and may move to Step 5.

Step 5.

Arbitration: If the grievance is not resolved, the Union may file for arbitration within fourteen (14) calendar days of the Step 4 process by notifying the County of both the intent to arbitrate and at the same time by requesting a list of seven (7) arbitrators, who reside in Oregon and Washington, from the Oregon Employment Relations Board. The Union will copy the County with any request to the ERB initiating arbitration and requests for a list of arbitrators.

The opportunity to strike the first name shall be determined by lot. The parties shall alternately strike one (1) name from the list until only one (1) name from the list remains. The remaining individual shall be the arbitrator.

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

The cost of the arbitration shall be paid by the losing party, unless both parties are found at fault in which case the costs will be determined by the arbitrator. Each party shall be responsible for the cost of presenting its own case to arbitration.

5.3 Time Limits.

Any or all time limits specified in the grievance procedure may be waived or extended by mutual written agreement of the parties. When an employee or the Union does not submit the grievance in accordance with these time limits without such waiver/extension, the decision of the management team shall be final and binding.

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

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

5.4 Termination of Grievance.

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

ARTICLE 6 – WAGES

6.1 Salary Schedule.

The Salary Schedule for employees is set forth in Appendix A (A and A-2). As noted at the bottom of the Salary Schedule, employees enrolled in PERS/OPRSP who are required to contribute 6% of their salary into PERS received a 6% wage increase effective January 1, 2025, for this exchange.

Effective and retroactive to July 1, 2025, step 1 of the salary scale will be increased by three percent (3.00%). The salary scales will be in accordance with Appendix A and A-2.

Effective January 1, 2026, bargaining unit classifications will be retitled and/or have their place on the salary schedule adjusted per the parties' agreement.

Effective July 1, 2026, step 1 of the salary scales will be increased by not less than two percent (2%) nor more than four percent (4%) based upon the change in the West region CPI-U measured from the period of January 1, 2025 through December 31, 2025. The salary scales will be in accordance with Appendices A and A-2.

Effective July 1, 2027, step 1 of the salary scales will be increased) by not less than two and one-half percent (2.5%) nor more than four percent (4%) based upon the change in the West region CPI-U measured from the period of January 1, 2026 through December 31, 2026. The salary scales will be in accordance with Appendices A and A-2.

Steps and ranges are generally 5% apart as provided by Appendices A and A-2.

6.2 Annual Evaluation and Pay Increase.

Upon reaching an employee's anniversary date, the employee will move to the next step within the employee's classification on the wage scale, unless the employee is on a Performance Improvement Plan (PIP) or performance-related discipline greater than a written reprimand at the time of reaching their anniversary. The employee will receive their next step increase effective upon the date they successfully complete the PIP or in their formal discipline as evidenced by the employee receiving a satisfactory evaluation on the performance issues that resulted in discipline. That discipline evaluation will occur no later than three (3) months from the employee's anniversary date and a Union representative may be present upon the employee or management's request. If the employee's performance is satisfactory at that point, they will receive their step increase. If their performance is unsatisfactory, subsequent reviews will be every three (3) months. The supervisor's evaluation is not subject to grievance.

The County will make best efforts to provide an annual evaluation within thirty (30) days after the employee's anniversary date. After thirty (30) days from the employee's anniversary date, evaluations must be approved by the Human Resources and Risk Management Director prior to being given to the employee. If the County fails to provide an annual evaluation within sixty

(60) days from the employee's anniversary date, the employee's performance will be considered satisfactory and documented as such in the personnel file.

6.3 Longevity.

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

Upon completion of one hundred and twenty (120) months of continuous service in the bargaining unit, the employee will receive an additional two percent (2%) of the employee's base rate of pay, exclusive of any incentives, per pay period.

Upon completion of one hundred and eighty (180) months of continuous service in the bargaining unit, the employee will receive an additional four percent (4%) of the employee's base rate of pay, exclusive of any incentives, per pay period.

Upon completion of two hundred and forty (240) months of continuous service in the bargaining unit, the employee will receive six percent (6%) of the employee's base rate of pay, exclusive of any incentives, per pay period.

Longevity pay is not cumulative. (maximum is six percent (6%))

Longevity pay is calculated on the base hourly rate for the employee's classification and is not altered when working out of class or for any other incentive pays.

6.4 Retirement Pickup.

Employees hired on or after January 1, 2025, will be required to participate in the Public Employees Retirement System/Oregon Public Service Retirement Plan (PERS/OPSRP). Eligible employees contribute six percent (6%) of their pre-tax salary per pay period, and the County makes an employer contribution established by PERS regulations. Retirement benefits are allowed and administered according to the regulations established under PERS/OPSRP.

For employees hired on or before December 31, 2024, the County will contribute seven percent (7%) of the employee's salary to the County Retirement Plan (non-PERS). The employee may be able to contribute up to ten percent (10%) to the County Retirement Plan. Refer to the Employee Policies and Procedures Manual for further details regarding the Tillamook County Retirement Plan.

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

6.5 Pay Period.

Salaries and wages of employees shall be paid twice per month, barring mechanical breakdown; typically, on the 15th and on the last day of the month (adjusting for holidays and weekends).

With at least ninety (90) days' notice, the County may change payroll software and also move to a fourteen (14) day pay period. With the new software, employees will be paid based on hours worked for the pay period. If using a fourteen (14)-day pay period, pay days will be every other Friday. In the event a regularly scheduled pay date falls on a Holiday, the pay date will be the preceding day.

In the event the County moves to a fourteen (14)-day pay period, in the first payroll period using a fourteen (14)-day pay period, each bargaining unit member employed at such time will receive a one-time additional payment of five hundred dollars ($500.00) in the regular payroll process in consideration of the transition to the new pay period. This payment is subject to applicable withholdings.

6.6 Account Balances.

Notice of use and accumulation of vacation and sick leave shall be provided to employees monthly through the payroll process. For those employees participating in the County Retirement Plan (non-PERS), the County shall provide notices of retirement account balances annually. Notice of overtime hours worked and compensated shall be provided to each employee on a monthly basis through the payroll process.

6.7 On Call Differential.

Juvenile counselors on a weekly seven (7) day rotation "on call" status will receive two hundred dollars ($200.00) per week. This is formulated from twenty-four dollars ($24.00) per weekday and forty dollars ($40.00) per weekend day. The on-call employee must remain within the County and be available for "call out" if necessary. "On-call" assignment is not considered hours worked unless the employee is called to or engaged in work as provided in Article 14.5 Call Back or Article 14.8 for After-Hours Text Messages and Work Calls.

Employees within the classifications of the IS Department may be assigned to be "on-call." Generally, assignment will be based on a weekly rotation. Employees assigned to be "on-call" will receive one hundred dollars ($100.00) per week. This is formulated from twelve dollars ($12.00) per weekday and twenty dollars ($20.00) per weekend day. The on-call employee must remain within the County and be available for "call out" if necessary. "On-call" assignment is not considered hours worked unless the employee is called to or engaged in work as provided in Article 14.5 Call Back or Article 14.8 for After-Hours Text Messages and Work Calls. The County retains the right to maintain on-call duties with the Department Director.

Employees within the Parks Department may be assigned to be on-call to ensure their availability on a holiday. Any employee assigned to be on-call would receive one hundred dollars ($100.00) and would be assigned to be "on-call" for the entire work week (Sunday through Saturday) in which the holiday fell. On-call status will be on a rotation.

Employees may be assigned to be "on-call" to serve as the back-up to the County Emergency Management Director. Employees assigned to be "on-call" will receive twenty-four dollars

($24.00) per weekday and forty dollars ($40.00) per weekend day. "On-call" assignment is not considered hours worked unless the employee is called to or engaged in work as provided in Article 14.5 Call Back or Article 14.8 for After-Hours Text Messages and Work Calls.

6.8 Bilingual Pay.

Employees who work in a classification or position for which bilingual fluency is required shall be paid five percent (5%) of their base wage. If an employee is bilingual fluent and it is not denoted in their classification, they may request to meet with their manager and Human Resources to discuss the benefit of their skill and be paid the five percent (5%) premium. Ultimately, the County retains the ability to decide whether an employee will receive bilingual pay.

The Human Resources and Risk Management Director shall establish criteria and a process to validate bilingual competency determinations and provide the criteria in writing to the AFSCME Council Representative.

6.9 Placement in Wage Scale Upon Promotion or Demotion.

Promotions: Upon promotion, an employee is eligible for a pay adjustment to the first step of the new range. If the employee's pay already exceeds this step, the employee is generally placed at the next step of the new range that results in an increase in base compensation equal to at least one (1) step, not including overtime, provided the increase is consistent with the County's pay equity commitments and obligations.

Demotions: Employees who are demoted (whether voluntary or involuntary) to a lower pay range will receive the salary step of the lower pay range consistent with their relevant knowledge, skills and experience as it relates to the new position.

6.10 Premium Pay for Certain State Required Licenses.

A. Pesticide Applicator. Employees holding an Oregon Department of Agriculture Public Pesticide Applicator License and who are assigned to utilize this license to apply chemicals, will be paid and additional one hundred fifty dollars ($150.00) per day worked while applying the license-required chemicals. The County will reimburse for the cost of the licensing fee and pay fees associated with annual renewal. Classes required to obtain the license will also be paid by the County. Employees in the Road Maintenance Equipment Operator job family are eligible to obtain the Pesticide Applicator License under this section. If more than one (1) employee requests County support to obtain the license under this section, the County will select the eligible employee(s) based on seniority.

B. CDL Hazmat Endorsement. Employees, in the classifications of Mechanic and/or Road Maintenance Equipment Operator 2 or 3, who are assigned to haul hazardous materials such as diesel, gas, oil and other kinds of potentially dangerous chemicals, and who hold a Hazmat endorsement with their Oregon State CDL, will be paid an additional five hundred dollars ($500.00) premium for each day worked hauling such hazardous materials. The County will reimburse for the cost of the licensing fee and pay fees associated with annual renewal. Classes required to obtain the Hazmat license will also be paid by the County. If more than one (1) employee in the designated classification requests County support to obtain the license under this section, the County will select the eligible employee based on seniority.

6.11 Signs.

Bargaining unit employees will receive the following additional pay when assigned to produce and manufacture the following signs:

1. Fifty dollars ($50.00) per sign for each approved Manual on Uniform Traffic Control Devices (MUTCD) Warning Sign (W series) & MUTCD Street Sign (D3).

2. One hundred dollars ($100.00) per sign for each approved sign not identified in the MUTCD.

6.12 Mileage and Per Diem.

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

ARTICLE 7 – BENEFITS

7.1 Health and Dental Insurance.

For the term of this Agreement, the County will provide health coverage, as currently provided through CIS Co-Pay Plan B/Plan G dental option 3 or Willamette Dental; alternative care; and the vision rider or substantially comparable benefit design by the same or alternate carrier.

The County will contribute ninety percent (90%) of the premium cost for full time employees (0.75 FTE or greater) and the employee will pay ten percent (10%) of the total premium cost through pretax payroll deduction. Part-time employees are responsible for premium cost share based on their budgeted FTE as provided in Section 7.4.

The County shall not be held responsible for minor changes in the overall plans adopted or modified during the life of the Agreement by the insurance provider, broker or carrier without County action or involvement. Should the County seek to change to a substantially comparable benefit design by the same or alternate carrier, the County will provide at least ninety (90) days' notice of carrier change to the Union. In the event the Union disagrees that the new carrier benefit design is not substantially comparable, the parties agree to discuss the provisions of the new benefit plan during the notice period. The County is not precluded from imposing the new plan after the ninety (90)-day notice period, however, should the Union dispute the new plan as not substantially comparable, the dispute process will be the grievance process as provided in Article 5; The Union may file at Step 2.

The County reserves the right to reopen this Article per ORS 243.698 to propose plan design changes aimed to control the overall cost of benefits if the calendar year 2027 and 2028 final renewal rates are greater than twenty percent (20%).

7.2 HRA/VEBA.

Employees on County coverage: The County will continue to provide monthly contribution to the "Standard" Health Reimbursement Arrangement (HRA/VEBA). For those employees on the County health care plan, the County will fund all regular bargaining unit employee's HRA/VEBA account at one hundred fifteen dollars ($115.00) per month. Part-time employees will be prorated based on budgeted FTE. Effective January 1, 2026, the County will increase the monthly HRA/VEBA contribution to one hundred sixty-five dollars ($165.00) per month. Effective January 1, 2027, the County will increase the monthly HRA/VEBA contribution to two hundred fifteen dollars ($215.00).

Other Health Insurance Coverage:

QGHP: Employees who have other Qualified "Group" Health Plan coverage (QGHP), as defined by carrier and IRS rules and regulations, may "opt-out" of County coverage. Opt-out must be for all coverage (medical and dental). Employees who opt out must provide proof of other "group" coverage and are eligible to receive one hundred fifteen dollars ($115.00) per month to the "Standard" HRA/VEBA account. This value is one hundred fifteen dollars ($115.00) regardless of FTE status. Employees who opt out of coverage are not eligible for any additional compensation.

Not QGHP: Employees with other medical coverage, such as Medicare, Medicaid, OHP or Tricare that is not a Qualified Group Health Plan may elect to waive County coverage. Waiver must be for all coverage (medical and dental). Employees who waive must provide proof of other coverage and are eligible to receive one hundred fifteen dollars ($115.00) per month to a post separation HRA/VEBA account. This value is one hundred fifteen dollars ($115.00) regardless of FTE status. Employees who waive coverage are not eligible for any additional compensation.

The provisions for opt out or waiver are subject to carrier and IRS rules and regulations.

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

7.3 Life Insurance and Long Term Disability.

Life Insurance: The County will contribute to the purchase of a term life insurance benefit of fifty thousand dollars ($50,000.00) for all full-time and part-time employees. This coverage also includes an additional fifty thousand dollars ($50,000.00) AD&D benefit. Employees may also voluntarily purchase additional coverage subject to plan designation.

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

7.4 Part-Time Employees.

Health Insurance Benefits for part-time employees at 0.50 FTE or greater up to less than 0.75 FTE will be provided and pro-rated based on budgeted FTE. (For example, an employee at 0.60 FTE will pay forty percent (40%) of their total health insurance premium.)

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

7.5 Heath Benefits Committee.

The parties agree to meet and confer quarterly to discuss health insurance trends or other optional health plans as a recognition of insurance being a significant element of total compensation. These meetings are advisory only. The Union and County may each bring two (2) representatives (on paid time if during regularly scheduled work days) to the meetings, unless mutually agreed otherwise. The paid time provided in this section will not count towards "steward" hours under Article 2.5. At the request of either party, the County may invite the insurance agent representative to attend an upcoming benefits committee meeting, subject to their availability.

ARTICLE 8 – SICK LEAVE

8.1 Accrual.

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

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

Employees who have exhausted all paid leave accruals and protected leaves and who are not reporting to work will no longer receive any paid leave accruals, holiday or personal time.

8.2 Maximum Accumulation.

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

8.3 Utilization.

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

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

8.4 Death or Retirement.

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

8.5 Notification.

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

8.6 Physician's Certificate.

Consistent with applicable law, the employee may be required to provide medical certification from a medical provider for such leave and employees on such leave may be required to provide a medical release to return to work from a medical provider.

Where the County has reason to suspect abuse of sick leave privileges, or where the absence from duty is more than three (3) consecutive working days, the employee may be required to furnish a certificate issued by a medical provider. In the event that the County requests such certification where the employee has not received medical care, the medical cost, including co-pays consistent with applicable law, will be borne by the County unless covered by insurance. It is understood and agreed that employees will obtain the requested verification via telehealth means, i.e., email, mail or facsimile, whenever possible.

8.7 Integration with Workers' Compensation.

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

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

ARTICLE 9 – VACATION

9.1 Accrual.

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

ACCRUAL LEVELS	MONTHLY	ANNUAL MAX ACCRUAL
Upon hire through 4 years (48 months served)	8.667 hours	104 hours/156 max accrual
5 years (49 months served)	10.0 hours	120 hours/180 max accrual
10 years (108 months served)	12.0 hours	144 hours/216 max accrual
15 years (168 months served)	14.0 hours	168 hours/252 max accrual
20 years and over (240 months served)	16.0 hours	192 hours/288 max accrual

Employees accrue vacation leave upon hire and are eligible for use of accrued vacation leave on the ninety first (91st) calendar day of employment and may use their accrued leave from the ninety first (91st) day forward.

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

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

9.2 Maximum Accrual.

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

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

9.3 Scheduling.

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

9.4 Death or Termination.

In the event of death or termination of an employee during the initial ninety (90) days of the employee's employment, no payment in lieu of vacation shall be made. In the event of death or termination of employment after an employee has served ninety (90) consecutive days, and is eligible for use of accrued vacation leave, the employee shall be entitled to payment for accrued vacation, up to two hundred eighty-eight (288) hours. Accruals above two hundred eighty-eight (288) hours are forfeited upon death or termination. In the event of death, earned but unused vacation credits shall be paid in the same manner as salary due the deceased employee.

9.5 Family Leave.

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

9.6 Vacation Cash-out.

Employees have two (2) opportunities each calendar year (May and October) to request to cash out up to forty (40) hours of accrued vacation. An employee may only request cash-out once per calendar year.

In order to be eligible for vacation cash-out, the employee must meet the following:

1. At the time of making the request, the employee has taken at least forty (40) hours of vacation within the prior twelve (12) months;
2. The employee must submit a written request to cash-out vacation hours by the last pay date of May or October; and
3. The employee must have a remaining balance of at least forty (40) hours accrued vacation after cash-out.

Accrued vacation hours shall be cashed-out at the employee's base rate of pay at the time of the vacation cash-out. This request is irrevocable and vacation "buy back" is not allowed. All vacation cash-outs will be included in the next regular paycheck, and will be subject to ordinary deductions and tax withholdings.

9.7 Paid Donated Leave.

Employees may donate accrued vacation to other eligible employees as provided in the Employee Policies and Procedures Manual.

ARTICLE 10 – HOLIDAYS

10.1 Designations.

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

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

The following shall be recognized and observed as holidays:

New Year's Day	January 1
M. L. King, Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Eve	December 24
Christmas Day	December 25
Any day declared so by the County Commissioners	
Personal Day*	

**Personal Days are eight (8) hours for full-time employees and are prorated for part-time employees. Employees may take their personal day in multiple increments.*

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

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

10.2 Holiday Pay.

In order to be eligible for holiday pay an employee must have worked the full last scheduled workday, before and the full first scheduled workday after the holiday or have been on authorized leave with pay. If an employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday earned shall not be charged against such leave.

Eligible employees on a five (5) eight (8) hour day work week shall receive eight (8) hours pay for each of the holidays listed above in the next payroll period as they occur.

Employees, while assigned to work a four (4) ten (10) hour day work week, shall receive ten (10) hours pay for each of the holidays listed above in the next payroll period as they occur. All other employees who request to work a four (4) ten (10) hour day work week and their request is granted will take the additional two (2) hours off using vacation, compensatory or personal leave or may elect to use leave without pay. If accrued leaves are exhausted, the leave will be leave without pay.

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

An employee with a work schedule that results in a County-recognized holiday falling on their regular day off (i.e., a Monday or a Friday) may request to flex their schedule in the same workweek in which a holiday falls in order to be able to take a three (3) - day weekend. An employee seeking a three (3) - day weekend should work with their supervisor to schedule the extra day off so as to not interfere with operational needs. The supervisor's decision to grant the day off is not subject to grievance.

10.3 Holiday Work.

Employees who work on a recognized holiday shall be compensated for all hours worked at the rate of time and one-half (1½) in addition to their regular pay or shall receive the equivalent in compensatory time off.

10.4 Pyramiding.

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

ARTICLE 11 – LEAVES

11.1 Witness or Jury Duty.

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

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

The provision for paid leave during regularly scheduled work hours shall not apply to any circumstance where an employee has not been subpoenaed as a witness under the scope of their employment, is a party in interest to the proceeding appearing on behalf of or at the request of the Union, unless otherwise provided by Article 2, or is a party to an action being taken against the County. (*Note: see Article 2.5 for Steward time*) In such instances, the employee may elect to have the time involved charged against accrued vacation or compensatory time or a leave without pay shall be granted. The provisions of the above shall not apply to a grievant attending to grievance proceedings.

11.2 Bereavement Leave.

In the event of a death in the employee's immediate family, the employee shall be granted necessary paid time off to grieve or make funeral and estate arrangements, attend and travel to and from the funeral to a maximum of forty (40) hours per incident. Leaves taken under this section will run concurrently and must be taken within sixty (60) calendar days after an employee learns of the death of a family member as provided by the Oregon Family Leave Act (OFLA). If extenuating circumstances require the employee to take bereavement leave outside of the sixty (60) calendar day window, the employee may request an extension through the Human Resources and Risk Management Director. Whether a requested extension is granted is case specific and is at the sole discretion of the County. The total time off granted for this Section shall not exceed eighty (80) hours per calendar year for any employee, although the employee may be eligible for additional unpaid bereavement leave under OFLA. Leave is prorated based on budget FTE.

For the purpose of this Section an employee's immediate family shall be defined as follows:

A spouse or domestic partner;

A child of a covered individual or the child's spouse or domestic partner;

A parent of a covered individual or the parent's spouse or domestic partner;

A sibling or step-sibling of a covered individual or the sibling's or step-sibling's spouse or domestic partner;

A grandparent of a covered individual or the grandparent's spouse or domestic partner;

A grandchild of a covered individual or the grandchild's spouse or domestic partner; or

Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship subject to submission of an Affinity Attestation Form (available on the County's intranet).

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

Use of accrued vacation, compensatory time, or sick leave may be authorized by the Human Resources and Risk Management Director or designee to extend bereavement leave, consistent with OFLA.

11.3 Military Leave.

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

11.4 Leave Without Pay (LWOP).

A regular employee may be granted a leave of absence without pay for up to six (6) months when, in the judgment of the County, the leave will not create an undue hardship on the Department. Requests for such leaves must be in writing and must establish sufficient justification for approval. All requests must be submitted to the Department Director.

Leaves without pay of more than thirty (30) calendar days must be approved by the Chief Administrative Officer and Human Resources and Risk Management Director. Leaves of less than thirty (30) calendar days must be approved by the Department Director and the Human Resources and Risk Management Director.

For foreseeable LWOP requests of greater than thirty (30) calendar days, the County will respond within thirty (30) calendar days. For LWOP requests of less than thirty (30) calendar days, the Department Director will respond within fourteen (14) calendar days. If the request is denied, the County must provide the reasoning for the denial.

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

Except where an unpaid leave is protected under FMLA/OFLA or other applicable law, an employee who is granted leave without pay under this provision shall be responsible for paying one hundred percent (100%) of their COBRA contribution if they wish to maintain their health and dental insurance.

11.5 Disability Leave.

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

11.6 Family Medical Leave.

The County's policies regarding the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA) and Paid Leave Oregon (PLO) shall comply with applicable law. Any benefits provided by County's FMLA, OFLA or PLO policies will be considered concurrent with any benefits provided in this Agreement, consistent with applicable law.

Leave Calculation Year: The leave calculation year for family medical leave (including FMLA, OFLA, and Paid Leave Oregon) is twelve (12) months starting from the Sunday preceding the first day leave commences (i.e., twelve (12) month "looking forward" method). Family medical leave under Paid Leave Oregon will run concurrently with leave covered under FMLA consistent with applicable law.

Continuation of Benefits During Leave: Employee health insurance will continue for the duration of the approved family medical leave. An employee on family medical leave under this provision must continue to pay their portion of the health insurance premium cost while on leave in order to maintain coverage.

An employee may cover their portion of insurance premiums while on leave in one (1) of three (3) ways:

1. paying the cost of the employee's premium share monthly to the County;
2. having the amount of the premium share charged against the employee's vacation or compensatory time leave banks; or
3. agreeing in writing that upon the employee's return to work, the amounts owed for healthcare premiums will be deducted from future paychecks consistent with applicable law (up to ten percent (10%) of gross pay per pay period).

ARTICLE 12 – WORKING OUT OF CLASS

12.1 Working Out of Classification.

Whenever an employee is assigned in writing by County management to work for one (1) hour or more as specifically assigned and predominantly unique to a higher classification within the bargaining unit or in any work day performing tasks as specifically assigned for the supervisory or management duties of a higher classification not within the bargaining unit, the employee will be paid five percent (5%) above the employee's base hourly rate of pay or the next closest step to a five percent (5%) increase in the range of the classification assigned to work, the greater of either.

The provisions of this Section shall not apply to training opportunities provided to employees. When an employee is assigned to work as an extended training opportunity (exceeding fifteen (15) days), the County will document the training objectives.

Working out of class may also be used to cover another employee whenever an employee is on authorized or legally protected leave without limitation for the duration of the protected employee's absence.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1 Discipline and Discharge.

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

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

A. The employee has been placed on notice of the consequences of the employee's conduct, unless the conduct is of such a nature that no prior warning is necessary.

B. The rule violated is job-related.

C. The County conducted a reasonable investigation.

D. Misconduct has been established.

E. The discipline is appropriate based on the severity of the misconduct, and the discipline imposed is consistent with any other similar situations, if any.

F. The employee's past employment record shall be considered, if appropriate.

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

13.2 Probationary Employee.

This Article shall not apply to any employee on probation (except for an employee who is on probation due to promotion or transfer) as defined in this Agreement. Probationary employees may not grieve disciplinary actions or terminations. An employee who is on a probationary status due to a promotion or transfer is subject to the provisions of Article 18 (Probationary Period) but otherwise retain just cause rights.

13.3 Informal Discipline.

The intent of informal discipline is to attempt to address concerns related to employee performance or behavior at the lowest level possible (where appropriate). They may not be protested through the grievance procedure. Informal discipline may serve as evidence for future disciplines. Informal discipline will be clearly labeled and can be maintained in the supervisory file to be reviewed and shall be removed after 18 months from date of issuance. A matter that is removed from the supervisory file may be used for civil purposes and notice of rule.

Informal Discipline may include:

- Letters of Expectation,
- Corrective actions or counseling, such as oral warnings or directions (whether or not reduced to writing), and
- Written directives.

The employee may provide a written rebuttal to informal discipline if provided within twenty-one (21) calendar days of issuance. Informal discipline under this section is not placed in the personnel file. Nothing in this Article shall be construed to prevent or prohibit a Department Director or supervisory employee from discussing operational matters informally with employees.

13.4 Formal Discipline.

Formal discipline may include:

- Written reprimand,
- Work improvement plans (aka Performance Improvement Plans),
- Suspension without pay or equivalent loss of paid leave for disciplinary purposes,
- Reduction in pay,
- Demotion or termination.

It is not required that such disciplinary action be administered in progressive form for serious offenses.

Written reprimands and any response written by the employee, shall be removed from the personnel file at the request of the employee at the end of thirty (30) months, provided that no subsequent informal discipline, reprimands or formal discipline either over the same or a different issue were imposed during the intervening period of time. Once removed, it may be used for civil purposes and notice of rule.

13.5 Imposition.

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

13.6 Due Process.

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

A. Investigatory Interviews: In the event the County intends to conduct a disciplinary investigatory interview of the employee, the County will give at least twenty-four (24) hours' notice of interview to the employee and Union. The written notice will include the charges or allegations that may subject the employee to discipline. The notice will also include the right for the employee to a Union representative present. Investigatory interviews will not be unduly delayed to accommodate for any particular Union representative.

B. Prior to imposition of an economic sanction, the County will provide written notice to the Union and the employee of the opportunity to meet in an informal meeting to refute the charges or allegations either in writing or orally, and of the time and place of the meeting. The notice shall inform the employee of the right to have Union representation at the informal meeting and the disciplinary sanction under consideration. The County agrees to consider factors presented by the Union or employee under this section prior to imposition of final discipline.

C. A copy of all formal discipline shall be provided to the AFSCME Council Representative via electronic correspondence.

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

ARTICLE 14 – HOURS, OVERTIME AND WORKING CONDITIONS

14.1 Regular Hours of Work.

The regular hours of work each day shall be consecutive, except for interruptions for rest and lunch periods. The workweek shall normally consist of five (5) eight (8) hour days, or four (4) ten (10) hour days. Department Directors retain the right to revert to a 5/8 or a 4/10 schedule with thirty (30) days' written notice to the Union, Human Resources and Risk Management Director, and Payroll Office, unless the schedule change is required due to staffing circumstances beyond the County's control. The County will make their best efforts to provide notice of schedule change as soon as possible. When said staffing concerns are resolved, the affected employees will be offered the choice to return to their previous schedules. For incidents of Inclement Weather and Other Emergent Conditions, see Article 25.

14.2 Rest Periods.

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

14.3 Meal Periods.

Employees working more than five (5) hours, but less than six (6) hours may request to take an unpaid meal period of at least ½ hour and not more than one (1) hour during each work shift. Employees working six (6) or more hours will be provided unpaid meal period(s) consistent with applicable law. The meal period shall be taken near the middle of the work shift, to the extent consistent with the operational requirements of the departments.

14.4 Cleanup.

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

14.5 Callback.

Employees who are called back to work shall receive a minimum of two (2) hours pay for the work for which they are called back. Callback begins when an employee begins traveling back to work after receiving notice of callback. Callback ends when the employee returns to their residence (i.e., ordinary commute time from employee's residence to worksite) or at the start of their shift. This provision does not apply to scheduled overtime, call-in time less than two (2) hours prior to the beginning of the work shift or holdover time added to the end of the work shift or workday. Holdover is when an employee is given notice of continued work duties prior to the end of an employee's regularly scheduled shift.

In the event an employee is called back to work prior to the beginning of their shift and with the approval of their supervisor, the employee may elect to leave work after having worked the equivalent hours of their regular shift. The County may mandate an employee to leave work early prior to ending their regular shift when an employee is called back to work prior to the beginning of their shift, however, the employee will be paid through the end of their regularly scheduled shift.

All callback shall be at the overtime rate, except that the work day or work week extension of a part-time employee, provided it does not qualify as overtime under Section 14.6 below, shall be paid at the employee's regular hourly rate. However, if a part-time employee is called in to work on a regularly scheduled day off, and if such call-in notice is issued after the employee departs the job site, the first two (2) hours of work shall be at the overtime rate.

14.6 Overtime.

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

A. All hours worked over eight (8) hours on any scheduled eight-hour work day or ten (10) hours on any scheduled ten-hour work day.

B. All hours worked in excess of forty (40) hours in any one (1) workweek,

*non-exempt refers to FLSA status. Non-exempt are employees eligible for overtime when working more than 40 hours in a work week.

In no event shall such compensation be received twice for the same hours. Overtime (either as overtime or compensatory time) must be either authorized by a supervisor or approved by a supervisor prior to being worked, except as provided under 14.5 Callback. Overtime shall be paid based on hours worked in the period ending twenty-four (24) hours after the start of the first hour worked. A workweek commences at 12:01 a.m. Sunday and the following Sunday at 12:00 midnight.

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

14.7 Compensatory Time.

Compensatory time may accrue to a maximum of eighty (80) compensatory hours unless otherwise approved by the Human Resources and Risk Management Director. Compensatory time is earned at the rate of one and one-half hours (1½) for each overtime hour worked. An employee who has reached the maximum accrual will be compensated in the pay period following the submission of timesheets.

14.8 After-Hours Text Messages and Work Calls: Employees responding to a work-initiated phone call or text message when off duty (which requires a response) will be compensated in a minimum increment of fifteen (15) minutes. This provision does not apply to requests for call-back or overtime initiated by management. Employees will maintain a phone log for record keeping purposes.

This section does not apply to FLSA exempt employees.

14.9 Flex Time Within the Workweek.

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

14.10 Training Time.

A. Assigned Training: Assigned training time shall be paid for as hours worked. Travel time to and from such training shall also be paid for as hours worked. Travel time outside an employee's regular hours shall be considered time worked where employees do not incur any overnight lodging. Travel time on an employee's normal day off shall be considered time worked. Employees may be asked or may request to flex their schedule in advance of attending training.

B. Voluntary Training: If an employee voluntarily requests to attend a training course or function related to their position that is scheduled outside of their regular work hours and that is not otherwise assigned, the employee must seek approval from the Department Director prior to attendance. The employee shall be advised whether the training is considered assigned or voluntary training.

- Approved by Department Director: If approved, attendance will be compensated as provided in Section A, above.

- Not Approved by Department Director: Time spent in training that is not approved by the Department Director will be unpaid. The Employee may be permitted to flex their time, consistent with operational needs and at the discretion of the County.

ARTICLE 15 – LEAD WORKER

15.1 Lead Worker Pay.

An employee may, at the discretion of the Department Director and the Human Resources and Risk Management Director, be assigned in writing as a Lead Worker. A Lead Worker assignment is a temporary, enhanced function of a job position and is not a change in classification. A Lead Worker assignment that persists past one (1) year should be considered for a reclassification that includes lead work as a permanent assignment. Any employee designated as a Lead Worker shall be assigned, in addition to their regular duties, limited first level supervisory responsibilities on an ongoing or predictable basis and shall receive an additional one dollar and twenty-five cents ($1.25) per hour for all hours worked. (In instances where the job description includes lead duties, the employee shall perform the duties as assigned and will not be eligible for additional lead worker pay.) Assignments are at the discretion of the County and not subject to grievance. Assignments will be reviewed yearly by Department Directors.

Duties may include some or all of the following responsibilities (or those of a similar nature) on an ongoing or predictable basis:

- Assigning immediate tasks to group members
- Planning the day's work
- Obtaining and passing on instructions from the supervisor
- Setting the pace of work
- Checking work in progress
- Accepting or rejecting completed work

ARTICLE 16 – RECLASSIFICATION

16.1 Reclassification Reviews.

A. Request for Classification Review: A Department Director may initiate an informal classification review each year at the annual performance evaluation of the employee or upon the employee taking on materially significant new job responsibilities. If this classification review results in a Department Director suggesting formal review of the classification, the Director will notify Human Resources to initiate a further review. Human Resources will notify the Department Director and the employee of the status of the reclassification request within thirty (30) days of receipt. Human Resources will keep all parties aware of the progress of the classification review every thirty (30) days thereafter.

If the reclassification review is not recommended by the Department Director, the employee may initiate a reclassification review request by submitting the County Desk Audit/Reclassification review form to the Department Director and Human Resources within thirty (30) days after the annual performance review.

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

The reclassification request form will be available on the County's intranet and in Appendix D.

The purpose of the Classification Review is to determine if an employee is working within the scope of their job duties for the position based on the employee's duties over that past year, using both a review of the job description and the current operational functions and practices of the Department. If the County determines that the employee is regularly and consistently working a majority of time on average per year outside of the employee's existing job duties, the County may either discontinue assignment to those duties, place the employee into an appropriate existing classification, or create a new classification subject to Article 1.3. Reclassification will not apply if the employee is assigned and working out of class and compensated as provided under Article 12.1. This does not preclude the County from having the employee perform occasional higher duties. The County may elect to create a new position based on the evaluation. In such event the County will follow Article 1.3.

B. Notification of Classification Determination: Upon completion of any position review or classification review, the Department of Human Resources shall notify the employee and the Department Director in writing of the Human Resources' determination. Such final notification shall not be made until the Department of Human Resources has consulted with the Department Director. The determination shall include a summary of the duties assessed and information provided by the employee, as well as from all supervisors, managers and Directors who provided input to the determination. Notice of the determination shall be sent to the employee and the Union via electronic mail.

C. Requests for Secondary Review of Classification Determination: An employee and Union shall have fourteen (14) calendar days from the date of the Human Resources' determination to state any written objections of the classification review decision made by the Human Resources and Risk Management Director. The fourteen (14) days shall begin to run once the employee and Union have received the determination in writing either via personal delivery by a supervisor or manager or upon emailing. At the time of submitting their request for secondary review, the employee and Union representative must present documentation of the duties being performed by the employee along with an explanation of why this supports their reclassification request.

Secondary Review: Upon timely receipt of a request for review under this section (and the information supporting the request for review), the County shall convene a review panel consisting of three (3) members of the County Leadership Team, not including the Department Director involved.

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

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

16.2 Retroactive Pay.

Employees shall receive retroactive pay based on any change made from this process to the date the classification review was first submitted by the Director or the employee as described in Article 16.

ARTICLE 17 – SENIORITY, LAYOFF AND RECALL

17.1 Seniority.

Seniority, except for the purposes of layoff under Article 17.2, shall be defined as a regular employee's length of continuous service with the County since the employee's last date of hire. An employee who has not completed the employee's probationary period shall not be considered a regular employee, but rather shall be considered a "Probationary Employee." Additionally, a Limited Duration employee, as defined in this Agreement, is not considered a regular employee and shall have no seniority rights for the duration of their appointment as a Limited Duration employee. If more than one (1) employee reports to work on the same start date, they will draw numbers to establish order of seniority, with #1 being the highest seniority, #2, being second highest, etc.

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

An employee who is promoted to a position outside of the bargaining unit, will have their seniority frozen as of the first day of their new position. If they return to the bargaining unit, their Union seniority will accrue going forward, less the time spent outside the bargaining unit. Example: An employee is in the bargaining unit for five (5) years and promotes into a non-bargaining unit position within the County. If they return to their bargaining unit position later, their Union seniority begins accruing at five years.

17.2 Layoff.

A layoff means an involuntary separation of a regular employee from the County work force except in the instance of a disciplinary termination. Subject to the procedural terms of this section, layoff of positions is at the discretion of the County. Probationary, limited duration, and temporary employees shall not be subject to the provisions of this Section. However, the

County shall terminate any temporary or probationary employee in a given classification and department before any regular employee in the same classification and department is laid off.

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

If the County intends to lay off employees, advance notice will be provided to affected employees and the Union in writing. Such notice shall be provided at least twenty-one (21) calendar days prior to layoff, unless the layoff is due to factors not within the control of the County (such as immediate loss of grant funding), and in which case, the County will provide the affected employee and the Union as much notice as is practicable.

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

A. The employee may bump a least senior employee in the same classification in the same department. If the employee is determined to meet the minimum qualifications, employee will serve a ninety (90) calendar day transitional period. In efforts to assist transition, the parties recognize the common objective to support the success of the employee. The employee will be provided appropriate training and orientation for the duties of the position. The employee will receive at least two (2) written performance reviews within the first sixty (60) calendar days of starting the new position. During the transitional period, the County will determine if the employee meets job expectations and qualifications. In the event the employee fails the transitional period, the employee is laid off with no further bumping opportunities. Employee's new classification seniority will be the employee's current County seniority.

B. The employee may bump the least senior employee in a lower job classification within the bargaining unit if the employee has previously held the position. Upon initial review by the County, an employee electing to bump another employee may do so, so long as the employee still meets the required qualifications of the position, as determined by the job descriptions to perform the work of the position. If the employee is determined to meet the required qualifications, employee will serve a ninety (90) calendar day transitional period. In efforts to assist transition, the parties recognize the common objective to support the success of the employee. The employee will be provided appropriate training and orientation for the duties of the position. The employee will receive at least two (2) written performance reviews within the first sixty (60) calendar days of starting the new position. During the transitional period, the County will determine if the employee meets job expectations and qualifications. In the event the employee fails the transitional period, the employee is laid off with no further bumping opportunities. Employee's new classification seniority will be the employee's current County seniority.

1. As an alternative to bumping into a lower job previously held and for a job classification that exists in more than one (1) department, an employee may bump the least senior employee based on job classification seniority, in the same job classification County wide, subject to the transitional period.

C. Employee may bump to a lower classification previously not held within the same Department. Upon initial review by the County, an employee electing to bump another employee may do so, so long as the employee still meets the required qualifications of the position, as determined by the job descriptions, to perform the work of the position. If employee is determined to meet the required qualifications, employee will serve a ninety (90) calendar day transitional period. In efforts to assist transition, the parties recognize the common objective to support the success of the employee. The employee will be provided appropriate training and orientation for the duties of the position. The employee will receive at least two (2) written performance reviews within the first sixty (60) calendar days of starting the new position. During the transitional period, the County will determine if the employee meets job expectations and qualifications. In the event the employee fails the transitional period, the employee is laid off with no further bumping opportunities. Employee's new classification seniority will be the employee's current County seniority.

17.3 Recall.

Employees laid off for a period of more than fifteen (15) months lose all recall rights and accrued seniority and are deemed terminated. Employees recalled within fifteen (15) months of their date of layoff shall be recalled according to seniority unless in the County's judgment, special skills are required by department operating requirements. No new employees shall be hired for a classification of work until employees laid off in that classification have been offered an opportunity to return to work. Employees shall be provided with notice of recall in writing to be sent by current personal email address (if provided by the employee) and by U.S. First Class Regular mail to their physical mailing address of record as maintained in the Human Resources office. An employee who receives a recall notice must respond within fourteen (14) days of mailing and must report to duty within twenty-one (21) days of mailing, unless a later report date is mutually agreed upon by the employee and their supervisor and the Department Director.

A laid off employee's refusal to accept a recall or failure to timely respond to a written recall notice shall constitute voluntary termination and such employee shall lose the employee's layoff status privileges and the employee's seniority, unless the employee is temporarily incapacitated by illness or injury. It shall be the responsibility of the laid off employee to maintain with the County a current mailing address, email address, and telephone number at which they may be contacted as a qualification for eligibility for recall.

ARTICLE 18 – PROBATIONARY PERIODS

18.1 Types of Probationary Periods.

The parties recognize the following types of probationary periods:

A. New employees: Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months, and in the case of employees hired into professional positions, twelve (12) months from date of hire. A position at Range 13 on the wage scale or above is considered a "professional employee" within the meaning of this Article. The County reserves the right to terminate new employees on probationary status for any reason without recourse to the grievance procedure and to exercise all rights not specifically modified by this Agreement with respect to such employees. The disciplinary process and rights provided by Article 13 do not apply to new employees on probation.

B. Probation Upon Promotion: Employees promoted into a higher classification shall serve a probationary period of six (6) months. The County recognizes its obligation to inform employees on probation due to promotion of performance deficiencies as they occur. The County reserves the right to return any employee on probation due to promotion to the employee's previous classification without recourse to the grievance procedure. Employees on probation due to a promotion may elect to return to their previous classification, provided it is still vacant. If the position has been filled, the County will initiate an involuntary separation. Employees on probation due to promotion shall otherwise continue to have just cause rights per Article 13.

C. Probation Upon Transfer: Employees who voluntarily transfer shall serve a probationary period of six (6) months. A transfer is defined as movement to the same classification (whether the same or a different department) or movement to another classification that is at the same or lower range as their current classification. While on probation due to transfer, employees may return or be returned to their prior position if it is still vacant without recourse to the grievance procedure. If the position has been filled, the County will initiate an involuntary separation. Employees on probation due to transfer shall otherwise continue to have just cause rights per Article 13.

D. Probation Upon Involuntary Demotion: Employees who are demoted involuntarily will be subject to a probationary period of six (6) months as if they were a new employee. The probationary period may be waived if the employee previously held this classification or if the demotion was due to reasons unrelated to the employee's performance.

E. Promotion of Probationary or Limited Duration Employees: New employees on probation (per section A, above) or limited duration employees who are promoted shall serve a full probation appropriate to the classification to which they are promoted (i.e., six (6) months or twelve (12) months, whichever is applicable). For purposes of Article 13, they are considered a new employee on probation.

18.2 Calculation of Probation & Extension.

Employees' probation periods shall be calculated from the first day of hire, transfer, demotion or promotion and shall conclude on the last day of the appropriate probationary period. In the event an employee is absent for more than ten (10) working days during the probationary period and in order to provide a full period of observation during the probationary period, the County, with the approval of the Human Resources Department, may extend a probationary period equivalent to the time a probationary employee is absent from work, not to exceed an additional ninety (90) calendar days. The County will provide notice to the Local Union President when probation is extended per this paragraph.

ARTICLE 19 – JOB OPENINGS

19.1 Notice and Posting of Job Openings.

The County agrees to send all County job openings by email to all employees. Such posting of job openings shall be at least five (5) working days prior to closure of the job opening. A copy of each job opening will be posted on the County website and an electronic copy will be provided to the Local Union President.

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

B. In the event of a promotion or demotion or transfer of an employee into an unbudgeted or unfilled AFSCME classification, the Union will be notified in writing of the opening at least five (5) working days before it is disseminated or approved County-wide.

C. Reclassifications are not considered a job opening.

19.2 Contents of Job Posting.

The posting of a job opening for a bargaining unit position shall contain the following:

- Job description and skill requirements;

- Job location;
- Work Hours
- Salary range;
- Date position is available;
- Classification title;
- If extensive overtime is required;
- Union affiliation.

Current County employees who have applied for an open County position will be provided notice that the County has received their application. At the end of the recruitment process, internal applicants will be notified that the position has been filled. This provision is not subject to the grievance beyond Step 3.

If two (2) or more County employee applicants are the final candidates for a job posting for a bargaining unit position are found to be equally qualified, the applicant with greater seniority shall be offered the position, unless otherwise restricted by law. *(For example: veteran's preference.)* Disputes related to this provision are limited to Step 4, Mediation, of the grievance process.

ARTICLE 20 – PERSONNEL FILES

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

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

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

Formal Discipline Documents shall be retained in the personnel file per Article 13.

ARTICLE 21 – OUTSIDE EMPLOYMENT

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

A. In no way detract from the efficiency of the employee in County duties.

B. In no way be a discredit to County employment.

C. Not take preference over extra duty required by County employment.

D. Not create a conflict of interest with the employee's County employment.

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

ARTICLE 22 – MAINTENANCE OF STANDARDS AND POLICIES

22.1 Maintenance of Standards/Work Rules.

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

Unless otherwise specified by this agreement, the Union acknowledges that during the collective bargaining period for this existing agreement, the Union had the full opportunity to have presented and bargained all matters of "employment relations," as provided by PECBA. The Union hereby waives any further obligation to bargain other matters of employment relations raised by the Union that are not addressed by this agreement, however, retains the right to bargain those matters raised under the provisions ORS 243.698 or ORS 243.702.

22.2 Inmate Work Crew.

The County, at its discretion and consistent with applicable law, has the right to assign inmates to perform bargaining unit work.

22.3 Personnel Policies of General Application.

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

ARTICLE 23 – CONTRACTING OUT/NEW TECHNOLOGY

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

ARTICLE 24 – ALLOWANCES

24.1 Tools, Uniform and Equipment Allowance.

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

The County will pay a tool, uniform and equipment allowance to eligible employees listed below to be used for safety gear not provided by the employer. Payment will be made no later than the final November paycheck for current employees. New employees will be paid in the next full month of hire and will be prorated based on the month of hire. Payments are subject to applicable withholdings. These items are to include: boots, reflective shirts that comply with safety regulations, and any other items the Union and County find mutually agreeable.

Eligible employees listed below shall receive $650 allowance:

Mechanic 1 & 2

Eligible employees listed below shall receive $450 allowance:

Flagger
Road Maintenance Equipment Operator (MEO) 1, 2, 3
Solid Waste Transfer Station Technician 1 & 2
Survey Technician 1, 2 & 3

Eligible employees listed below shall receive $260 allowance:

Building and Grounds Maintenance Worker
Building Inspector 1, 2, 3
Electrical Inspector
Communications Systems Administrator
Engineering Technician 1, 2, 3
Park Maintenance and Operations Technician 1, 2
Custodian
Park Laborer
Environmental Health Specialist, 1 2
Land Use Planner 1, 2, 3
Property Appraiser Trainee
Property Appraiser 1, 2, 3
Solid Waste Outreach Specialist

Eligible employees listed below shall receive $150 allowance:
Parks Fee Collector - Courier

24.2 Clothing Allowance.

As determined by each Department, for those represented employees assigned to wear a clothing uniform that is not otherwise provided by the County, the County will provide each eligible employee a clothing allowance of two hundred sixty dollars ($260.00) per year. The clothing allowance is only applicable when a Department requires a uniform clothing requirement as assigned for each individual employee in the performance of their duties. Payment will be made in the final November paycheck for current employees. New employees or assignment to wear a uniform mid-year will be paid in the next full month of hire or assignment and will be prorated based on the month of hire or assignment. Payments are subject to applicable withholdings. This section does not apply if receiving the tool and equipment allowance provided for in this Article.

ARTICLE 25 – INCLEMENT WEATHER AND OTHER EMERGENT CONDITIONS

25.1 Inclement Weather, Security Concerns or Emergent Conditions.

A. BOCC Closure. If circumstances warrant, the Board of County Commissioners (BOCC) or their designee may declare an emergency and/or close all or part of County operations (BOCC closure). It is understood that a County official designated by the BOCC shall assume responsibility for community and department communications appropriate and logistically possible under the circumstances of an emergency and shall have authority to close all or some County offices in the interests of safety of personnel whose services are non-essential during the emergency.

B. Full or Partial Day Closure. If the County or an employee's department is closed or opens late per this Article, the employee will be compensated as follows:

   1) If the employee is scheduled for work and is released prior to the end of their workday, the employee is entitled to full pay as if they had worked their entire workday, consistent with County policy.

   2) If the County declares a late opening, the employee who reports to work is entitled to full pay as if they had worked the entire workday.

C. Pre-Scheduled Paid Leave. If the employee has arranged for pre-scheduled paid leave unrelated to the emergent conditions or inclement weather, the leave shall be charged to the employees' appropriate leave banks (vacation, compensatory time, sick leave, etc.) as was scheduled and approved.

D. Essential Personnel. During a BOCC closure, employees who are essential per their job description or designated as contingent emergency personnel (described below) are expected to accept assignments and provide emergency services duties as directed, whether the County is closed or open for service. Department Directors may designate personnel as contingent emergency personnel as needed during a declared emergency or emergent condition as declared by the BOC. Employees will report for and be released from duty during emergency or weather events as determined by their Department Manager.

   A list of essential personnel will be forwarded to the Payroll Office and Union as soon as possible following designation of contingency emergency status. The Union will be notified of any addition or subtraction of essential personnel status to a job description which can be bargained.

If essential personnel have reported to work and their commute home is subsequently unsafe or impassable in the employee's vehicle, as determined by the Department Director, the County will provide lodging and meals to the employees within close proximity to the worksite.

E. If work is available in emergency management efforts and assigned to bargaining unit employees, employees will be compensated at their normal pay rate and pay practices. In the event an emergent circumstance involves the Incident Command System, preference for assignment to such emergency work shall be provided to those employees designated as emergency personnel by classification and who have completed the FEMA Incident Command System Training programs for ICS 100, ICS 200, and ICS 700. Assigned trainings will be considered work time for AFSCME represented employees.

   Employees designated as essential per their job description shall receive a premium of three hundred dollars ($300.00) per month for the months of November, December, January and February.

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

G. Remote Work Assignment. A Department Director may change employees' work location to a remote location due to a BOCC closure and for the duration of the emergency or inclement weather event. In such a situation, the employee will retain the same work schedule (i.e. 5/8 or 4/10). The County will provide the impacted employee(s) with as much notice as is practicable.

   If an employee finishes their assigned remote work before their regular work shift is complete (i.e., they work three (3) hours of their eight (8) hour shift), they will be entitled to full pay for the remainder of their shift, per County policy and this Article. With supervisor approval, employees may flex their schedules during a BOCC closure.

<u>25.2 Employee Time Off Requests Due to Anticipated Inclement Weather</u>.

When the County is not closed (or specific departments remain open) and an employee who is not designated as essential requests time off due to reasonably anticipated flooding or other weather, disaster or environment related conditions, the employee may, subject to supervisory approval, use vacation, personal leave or compensatory time off. Sick leave will be available for those individuals who are eligible under Article 8 pertaining to sick leave.

ARTICLE 26 – SAFETY AND HEALTH

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

26.2 County Safety Committee. The parties agree to convene a safety committee with three (3) members selected by the Union and three (3) members selected by the County to meet on a regular basis at least once per quarter. Matters of safety may be brought forth by any employee to their supervisor or to the Human Resources and Risk Management Director or Departmental Risk Management (if any) for prompt review and response. Should the matter remain unresolved, the employee may next submit the matter to the Safety Committee for review at its next scheduled session. The Safety Committee is advisory and can only make recommendations to the County. The parties agree this is the exclusive process to resolve matters of safety during the term of this Agreement, except for the following: 1) employees are not precluded from seeking remedial action from state or federal authorities (as applicable); and 2) matters of concern that continue and remain unresolved after going through the process described in this paragraph may be grieved through Step 3, Article 5, Grievance Procedure.

ARTICLE 27 – NON-DISCRIMINATION AND HARASSMENT

This Agreement shall apply equally to all members of the bargaining unit, without regard to race, color, religion, sex, gender identity, sexual orientation, pregnancy (including childbirth and related medical conditions), national origin, age, disability, genetic information, uniformed/military service or veteran status, use of the workers' compensation system, or any other status or activity protected by applicable federal, Oregon, or local law.

For purposes of this and all other County policies, "race" is defined to include physical characteristics that are historically associated with race, including but not limited to, natural hair, hair texture, hair type and protective hair styles. Further, "protective hairstyles" is defined as "hairstyle, hair color or manner of wearing hair, including braids (regardless of whether the braids are created with extensions or styled with adornments, locs and twists)."

Inappropriate conduct related to an individual's race, color, national origin, ancestry or ethnic background, religion, sex, sexual orientation, gender identify, mental or physical disability, age, veteran status, marital status or other legally protected status or activity may be grounds for disciplinary action.

The County commits to maintaining a workplace free of workplace harassment, discrimination bullying and violence as required under federal, state and local law and as outlined in the Employee Policies and Procedures Manual. Employees are encouraged to review the Manual for the most up to date policies.

The Union and the County shall equally share the responsibility for upholding this provision of the Agreement.

ARTICLE 28 – SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be in violation of the law or held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply to only the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section or portion thereof consistent with the negotiation process of ORS 243.698.

ARTICLE 29 – TERM OF AGREEEMENT

This Agreement shall be effective upon execution by both parties, and shall remain in full force through June 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing prior to January 1st of the expiring year that it desires to modify this Agreement.

BOARD OF COUNTY COMMISSIONERS FOR TILLAMOOK COUNTY, OREGON

Absent	Absent
Erin D. Skaar, Chair	Date
	12/17/2025
Paul Fournier, Vice-Chair	Date
	12/17/2025
Mary Faith Bell, Commissioner	Date

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FOR AFSCME LOCAL 2734

Debra Kidney	Feb 3, 2026
Debra Kidney, AFSCME Representative	Date
Morgan Niles-Stubbs	FEB. 6, 2026
Morgan Niles-Stubbs, President	Date
Belinda M. Bentley	Feb 12, 2026
Belinda Bentley	Date
	2/11/26
Garrett Noffsinger	Date
	2/11/2026
Stephanie Pelto	Date
	Feb. 9, 2026
Ryan Trogdon	Date

APPENDIX A – SALARY SCHEDULE

Fiscal Year 2025-2026 (July 1, 2025 - June 30, 2026)

Effective January 1, 2026

2080 yearly base hours

**Not eligible for Overtime (FLSA Exempt)*

AFSCME Local 2734

Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
Park Fee Collector	A4	$16.24	$17.06	$17.91	$18.80	$19.74	$20.73	*Hourly*	
Park Fee Collector - Courier		$2,815	$2,956	$3,104	$3,259	$3,422	$3,593	*Monthly*	
		$33,785	$35,474	$37,249	$39,110	$41,065	$43,118	*Annual*	
Park Fee Collector	A4	$17.22	$18.08	$18.98	$19.93	$20.93	$21.97	*Hourly*	
Park Fee Collector - Courier		$2,984	$3,134	$3,290	$3,455	$3,628	$3,809	*Monthly*	PERS/OPSRP
		$35,813	$37,602	AF	$41,456	$43,530	$45,706	*Annual*	
Flagger	A5	$17.06	$17.91	$18.80	$19.74	$20.73	$21.77	*Hourly*	
		$2,956	$3,104	$3,259	$3,422	$3,593	$3,773	*Monthly*	
		$35,474	$37,249	$39,110	$41,065	$43,118	$45,275	*Annual*	
Flagger	A5	$18.08	$18.98	$19.93	$20.93	$21.97	$23.07	*Hourly*	
		$3,134	$3,290	$3,455	$3,628	$3,809	$3,999	*Monthly*	PERS/OPSRP
		$37,602	$39,483	$41,456	$43,530	$45,706	$47,992	*Annual*	
Custodian	A6	$17.91	$18.80	$19.74	$20.73	$21.77	$22.86	*Hourly*	
Library Assistant 1		$3,104	$3,259	$3,422	$3,593	$3,773	$3,962	*Monthly*	
Park Laborer		$37,249	$39,110	$41,065	$43,118	$45,275	$47,538	*Annual*	
Custodian	A6	$18.98	$19.93	$20.93	$21.97	$23.07	$24.23	*Hourly*	
Library Assistant 1		$3,290	$3,455	$3,628	$3,809	$3,999	$4,199	*Monthly*	PERS/OPSRP
Park Laborer		$39,483	$41,456	$43,530	$45,706	$47,992	$50,390	*Annual*	
Interpreter - Spanish	A7	$18.80	$19.74	$20.73	$21.77	$22.86	$24.00	*Hourly*	
Library Courier		$3,259	$3,422	$3,593	$3,773	$3,962	$4,160	*Monthly*	
Office Specialist 1		$39,110	$41,065	$43,118	$45,275	$47,538	$49,916	*Annual*	
Solid Waste Transfer Station Technician 1									
Interpreter - Spanish	A7	$19.93	$20.93	$21.97	$23.07	$24.23	$25.44	*Hourly*	
Library Courier		$3,455	$3,628	$3,809	$3,999	$4,199	$4,409	*Monthly*	PERS/OPSRP
Office Specialist 1		$41,456	$43,530	$45,706	$47,992	$50,390	$52,911	*Annual*	
Solid Waste Transfer Station Technician 1									
Accounting Clerk 1	A8	$19.74	$20.73	$21.77	$22.86	$24.00	$25.20	*Hourly*	
Library Assistant 2		$3,422	$3,593	$3,773	$3,962	$4,160	$4,368	*Monthly*	
Victims Specialist		$41,065	$43,118	$45,275	$47,538	$49,916	$52,412	*Annual*	
Accounting Clerk 1	A8	$20.93	$21.97	$23.07	$24.23	$25.44	$26.71	*Hourly*	
Library Assistant 2		$3,628	$3,809	$3,999	$4,199	$4,409	$4,630	*Monthly*	PERS/OPSRP
Victims Specialist		$43,530	$45,706	$47,992	$50,390	$52,911	$55,557	*Annual*	
Justice Court Clerk 1	A9	$20.73	$21.77	$22.86	$24.00	$25.20	$26.46	*Hourly*	
Legal Assistant 1		$3,593	$3,773	$3,962	$4,160	$4,368	$4,586	*Monthly*	
Medical Clinic Assistant 1		$43,118	$45,275	$47,538	$49,916	$52,412	$55,033	*Annual*	
Office Specialist 2									
Park Office Specialist									
Patient Services Specialist									
Public Health Client Specialist									
Women, Infants and Children Program Assistant									
Justice Court Clerk 1	A9	$21.97	$23.07	$24.23	$25.44	$26.71	$28.05	*Hourly*	
Legal Assistant 1		$3,809	$3,999	$4,199	$4,409	$4,630	$4,861	*Monthly*	PERS/OPSRP
Medical Clinic Assistant 1		$45,706	$47,992	$50,390	$52,911	$55,557	$58,334	*Annual*	
Office Specialist 2									
Park Office Specialist									
Patient Services Specialist									
Public Health Client Specialist									
Women, Infants and Children Program Assistant									

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Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
Building and Grounds Maintenance Worker	A10	$21.77	$22.86	$24.00	$25.20	$26.46	$27.78	Hourly	
Dental Assistant		$3,773	$3,962	$4,160	$4,368	$4,586	$4,815	Monthly	
Justice Court Clerk 2		$45,275	$47,538	$49,916	$52,412	$55,033	$57,784	Annual	
Library Technical Services Specialist									
Medical Clinic Assistant 2									
Park Maintenance and Operations Technician 1									
Patient Navigator									
Permit Technician									
Road Maintenance Equipment Operator 1									
Solid Waste Transfer Station Technician 2									
Traditional Health Worker									
Building and Grounds Maintenance Worker	A10	$23.07	$24.23	$25.44	$26.71	$28.05	$29.45	Hourly	PERS/OPSRP
Dental Assistant		$3,999	$4,199	$4,409	$4,630	$4,861	$5,104	Monthly	
Justice Court Clerk 2		$47,992	$50,390	$52,911	$55,557	$58,334	$61,252	Annual	
Library Technical Services Specialist									
Medical Clinic Assistant 2									
Park Maintenance and Operations Technician 1									
Patient Navigator									
Permit Technician									
Road Maintenance Equipment Operator 1									
Solid Waste Transfer Station Technician 2									
Traditional Health Worker									
Accounting Clerk 2	A11	$22.86	$24.00	$25.20	$26.46	$27.78	$29.17	Hourly	
Accounting Technician 1		$3,962	$4,160	$4,368	$4,586	$4,815	$5,056	Monthly	
Electronic Health Records Specialist		$47,538	$49,916	$52,412	$55,033	$57,784	$60,674	Annual	
Legal Assistant 2									
Medical Clinic Assistant 3									
Mobile Clinic Driver									
Property Appraiser Trainee									
Transient Lodging Tax Program Administrator									
Victims Assistance Case Manager									
Accounting Clerk 2	A11	$24.23	$25.44	$26.71	$28.05	$29.45	$30.92	Hourly	PERS/OPSRP
Accounting Technician 1		$4,199	$4,409	$4,630	$4,861	$5,104	$5,359	Monthly	
Electronic Health Records Specialist		$50,390	$52,911	$55,557	$58,334	$61,252	$64,314	Annual	
Legal Assistant 2									
Medical Clinic Assistant 3									
Mobile Clinic Driver									
Property Appraiser Trainee									
Transient Lodging Tax Program Administrator									
Victims Assistance Case Manager									
Assessment Technician	A12	$24.00	$25.20	$26.46	$27.78	$29.17	$30.63	Hourly	
Clinical Care Coordinator 1		$4,160	$4,368	$4,586	$4,815	$5,056	$5,309	Monthly	
Community Health Interpreter 1		$49,916	$52,412	$55,033	$57,784	$60,674	$63,708	Annual	
Computer Operations Technician 1									
Medical Billing Technician									
Recording and Elections Technician									
Road Maintenance Equipment Operator 2									
Veterans Services Coordinator									
Assessment Technician	A12	$25.44	$26.71	$28.05	$29.45	$30.92	$32.47	Hourly	PERS/OPSRP
Clinical Care Coordinator 1		$4,409	$4,630	$4,861	$5,104	$5,359	$5,628	Monthly	
Community Health Interpreter 1		$52,911	$55,557	$58,334	$61,252	$64,314	$67,531	Annual	
Computer Operations Technician 1									
Medical Billing Technician									
Recording and Elections Technician									
Road Maintenance Equipment Operator 2									
Veterans Services Coordinator									

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Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
Clinical Care Coordinator 2	A13	$25.20	$26.46	$27.78	$29.17	$30.63	$32.16	Hourly	
Community Health Interpreter 2		$4,368	$4,586	$4,815	$5,056	$5,309	$5,574	Monthly	
Engineering Technician 1		$52,412	$55,033	$57,784	$60,674	$63,708	$66,893	Annual	
Legal Assistant 3									
Park Maintenance and Operations Technician 2									
Permit Technician - Building									
Property Appraiser 1									
Solid Waste Outreach Specialist									
Tobacco Prevention and Education Program Coordinator									
Victims Assistance Coordinator									
Women, Infants and Children Program Coordinator									
Clinical Care Coordinator 2	A13	$26.71	$28.05	$29.45	$30.92	$32.47	$34.09	Hourly	
Community Health Interpreter 2		$4,630	$4,861	$5,104	$5,359	$5,628	$5,909	Monthly	PERS/OPSRP
Engineering Technician 1		$55,557	$58,334	$61,252	$64,314	$67,531	$70,907	Annual	
Legal Assistant 3									
Park Maintenance and Operations Technician 2									
Permit Technician - Building									
Property Appraiser 1									
Solid Waste Outreach Specialist									
Tobacco Prevention and Education Program Coordinator									
Victims Assistance Coordinator									
Women, Infants and Children Program Coordinator									
Accounting Technician 2	A14	$26.46	$27.78	$29.17	$30.63	$32.16	$33.77	Hourly	
Community and Public Health Program Coordinator 1		$4,586	$4,815	$5,056	$5,309	$5,574	$5,853	Monthly	
Expanded Function Dental Assistant		$55,033	$57,784	$60,674	$63,708	$66,893	$70,237	Annual	
Land Use Planner 1									
Library Outreach Specialist									
Licensed Practical Nurse									
Mechanic 1									
Road Maintenance Equipment Operator 3									
Survey Technician 1									
Accounting Technician 2	A14	$28.05	$29.45	$30.92	$32.47	$34.09	$35.79	Hourly	
Community and Public Health Program Coordinator 1		$4,861	$5,104	$5,359	$5,628	$5,909	$6,204	Monthly	PERS/OPSRP
Expanded Function Dental Assistant		$58,334	$61,252	$64,314	$67,531	$70,907	$74,452	Annual	
Land Use Planner 1									
Library Outreach Specialist									
Licensed Practical Nurse									
Mechanic 1									
Road Maintenance Equipment Operator 3									
Survey Technician 1									
Accounting Coordinator	A15	$27.78	$29.17	$30.63	$32.16	$33.77	$35.46	Hourly	
Building Inspector 1		$4,815	$5,056	$5,309	$5,574	$5,853	$6,146	Monthly	
Community and Public Health Program Coordinator 2		$57,784	$60,674	$63,708	$66,893	$70,237	$73,748	Annual	
Computer Operations Technician 2									
Disease Intervention Specialist									
Environmental Health Specialist 1									
Harm Reduction Coordinator									
Library Administrative Specialist									
Property Appraiser 2									
Accounting Coordinator	A15	$29.45	$30.92	$32.47	$34.09	$35.79	$37.58	Hourly	
Building Inspector 1		$5,104	$5,359	$5,628	$5,909	$6,204	$6,514	Monthly	PERS/OPSRP
Community and Public Health Program Coordinator 2		$61,252	$64,314	$67,531	$70,907	$74,452	$78,173	Annual	
Computer Operations Technician 2									
Disease Intervention Specialist									
Environmental Health Specialist 1									
Harm Reduction Coordinator									
Library Administrative Specialist									
Property Appraiser 2									

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Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
Accounting Technician 3	A16	$29.17	$30.63	$32.16	$33.77	$35.46	$37.23	Hourly	
Collections Librarian		$5,056	$5,309	$5,574	$5,853	$6,146	$6,453	Monthly	
Communication Specialist		$60,674	$63,708	$66,893	$70,237	$73,748	$77,436	Annual	
Engineering Technician 2									
Juvenile Probation Officer									
Land Use Planner 2									
Nutritionist									
Programming Librarian									
Survey Technician 2									
Systems Librarian									
Teen Librarian									
Youth Librarian									
Accounting Technician 3	A16	$30.92	$32.47	$34.09	$35.79	$37.58	$39.46	Hourly	PERS/OPSRP
Collections Librarian		$5,359	$5,628	$5,909	$6,204	$6,514	$6,840	Monthly	
Communication Specialist		$64,314	$67,531	$70,907	$74,452	$78,173	$82,083	Annual	
Engineering Technician 2									
Juvenile Probation Officer									
Land Use Planner 2									
Nutritionist									
Programming Librarian									
Survey Technician 2									
Systems Librarian									
Teen Librarian									
Youth Librarian									
Communications System Administrator	A17	$30.63	$32.16	$33.77	$35.46	$37.23	$39.09	Hourly	
Data Specialist		$5,309	$5,574	$5,853	$6,146	$6,453	$6,776	Monthly	
Electronic Health Records Support Analyst		$63,708	$66,893	$70,237	$73,748	$77,436	$81,307	Annual	
Environmental Health Specialist 2									
GIS Cartographic Analyst									
Grants Program Manager									
Mechanic 2									
Network and Computer Systems Administrator									
Property Appraiser 3									
Communications System Administrator	A17	$32.47	$34.09	$35.79	$37.58	$39.46	$41.44	Hourly	PERS/OPSRP
Data Specialist		$5,628	$5,909	$6,204	$6,514	$6,840	$7,182	Monthly	
Electronic Health Records Support Analyst		$67,531	$70,907	$74,452	$78,173	$82,083	$86,185	Annual	
Environmental Health Specialist 2									
GIS Cartographic Analyst									
Grants Program Manager									
Mechanic 2									
Network and Computer Systems Administrator									
Property Appraiser 3									
Building Inspector 2	A18	$32.16	$33.77	$35.46	$37.23	$39.09	$41.05	Hourly	
Community Development Program Assistant		$5,574	$5,853	$6,146	$6,453	$6,776	$7,114	Monthly	
Credentialing - Vital Statistics		$66,893	$70,237	$73,748	$77,436	$81,307	$85,374	Annual	
Engineering Technician 3									
Health and Human Services Administrative Specialist									
Housing Coordinator									
Public Works Administrative Specialist									
Registered Nurse 1 - Clinic									
Registered Nurse 1 - Clinical									
Survey Technician 3									
Building Inspector 2	A18	$34.09	$35.79	$37.58	$39.46	$41.44	$43.51	Hourly	PERS/OPSRP
Community Development Program Assistant		$5,909	$6,204	$6,514	$6,840	$7,182	$7,541	Monthly	
Credentialing - Vital Statistics		$70,907	$74,452	$78,173	$82,083	$86,185	$90,497	Annual	
Engineering Technician 3									
Health and Human Services Administrative Specialist									
Housing Coordinator									
Public Works Administrative Specialist									
Registered Nurse 1 - Clinic									
Registered Nurse 1 - Clinical									
Survey Technician 3									

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Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
Healthcare Data Analyst	A19	$33.77	$35.46	$37.23	$39.09	$41.05	$43.10	Hourly	
Land Use Planner 3		$5,853	$6,146	$6,453	$6,776	$7,114	$7,470	Monthly	
		$70,237	$73,748	$77,436	$81,307	$85,374	$89,642	Annual	
Healthcare Data Analyst	A19	$35.79	$37.58	$39.46	$41.44	$43.51	$45.68	Hourly	
Land Use Planner 3		$6,204	$6,514	$6,840	$7,182	$7,541	$7,918	Monthly	PERS/OPSRP
		$74,452	$78,173	$82,083	$86,185	$90,497	$95,021	Annual	
No Assigned Classifications	A20	$35.46	$37.23	$39.09	$41.05	$43.10	$45.25	Hourly	
		$6,146	$6,453	$6,776	$7,114	$7,470	$7,844	Monthly	
		$73,748	$77,436	$81,307	$85,374	$89,642	$94,124	Annual	
No Assigned Classifications	A20	$37.58	$39.46	$41.44	$43.51	$45.68	$47.97	Hourly	
		$6,514	$6,840	$7,182	$7,541	$7,918	$8,314	Monthly	PERS/OPSRP
		$78,173	$82,083	$86,185	$90,497	$95,021	$99,771	Annual	
Building Inspector 3	A21	$37.23	$39.09	$41.05	$43.10	$45.25	$47.52	Hourly	
Electrical Inspector		$6,453	$6,776	$7,114	$7,470	$7,844	$8,236	Monthly	
Registered Nurse 2 - Clinic		$77,436	$81,307	$85,374	$89,642	$94,124	$98,831	Annual	
Registered Nurse 2 - Clinical									
Building Inspector 3	A21	$39.46	$41.44	$43.51	$45.68	$47.97	$50.37	Hourly	
Electrical Inspector		$6,840	$7,182	$7,541	$7,918	$8,314	$8,730	Monthly	PERS/OPSRP
Registered Nurse 2 - Clinic		$82,083	$86,185	$90,497	$95,021	$99,771	$104,761	Annual	
Registered Nurse 2 - Clinical									
Registered Nurse 3 - Clinic	A22	$39.09	$41.05	$43.10	$45.25	$47.52	$49.89	Hourly	
Registered Nurse 3 - Public Health		$6,776	$7,114	$7,470	$7,844	$8,236	$8,648	Monthly	
		$81,307	$85,374	$89,642	$94,124	$98,831	$103,773	Annual	
Registered Nurse 3 - Clinic	A22	$41.44	$43.51	$45.68	$47.97	$50.37	$52.88	Hourly	
Registered Nurse 3 - Public Health		$7,182	$7,541	$7,918	$8,314	$8,730	$9,167	Monthly	PERS/OPSRP
		$86,185	$90,497	$95,021	$99,771	$104,761	$109,999	Annual	
No Assigned Classifications	A23	$41.05	$43.10	$45.25	$47.52	$49.89	$52.39	Hourly	
		$7,114	$7,470	$7,844	$8,236	$8,648	$9,080	Monthly	
		$85,374	$89,642	$94,124	$98,831	$103,773	$108,963	Annual	
No Assigned Classifications	A23	$43.51	$45.68	$47.97	$50.37	$52.88	$55.53	Hourly	
		$7,541	$7,918	$8,314	$8,730	$9,167	$9,625	Monthly	PERS/OPSRP
		$90,497	$95,021	$99,771	$104,761	$109,999	$115,500	Annual	
Behavioral Health Clinician 1*	ABH1	$35.91	$37.71	$39.60	$41.58	$43.67	$45.85	Hourly	
		$6,225	$6,537	$6,864	$7,208	$7,569	$7,948	Monthly	
		$74,700	$78,444	$82,368	$86,496	$90,828	$95,376	Annual	
Behavioral Health Clinician 1*	ABH1	$38.07	$39.98	$41.98	$44.08	$46.29	$48.61	Hourly	
		$6,599	$6,929	$7,276	$7,640	$8,023	$8,425	Monthly	PERS/OPSRP
		$79,188	$83,148	$87,312	$91,680	$96,276	$101,100	Annual	
Behavioral Health Clinician 2*	ABH2	$37.71	$39.60	$41.58	$43.67	$45.85	$48.15	Hourly	
		$6,537	$6,864	$7,208	$7,569	$7,948	$8,346	Monthly	
		$78,444	$82,368	$86,496	$90,828	$95,376	$100,152	Annual	
Behavioral Health Clinician 2*	ABH2	$39.98	$41.98	$44.08	$46.29	$48.61	$51.04	Hourly	
		$6,929	$7,276	$7,640	$8,023	$8,425	$8,847	Monthly	PERS/OPSRP
		$83,148	$87,312	$91,680	$96,276	$101,100	$106,164	Annual	
Behavioral Health Clinician 3*	ABH3	$39.60	$41.58	$43.67	$45.85	$48.15	$50.56	Hourly	
		$6,864	$7,208	$7,569	$7,948	$8,346	$8,764	Monthly	
		$82,368	$86,496	$90,828	$95,376	$100,152	$105,168	Annual	
Behavioral Health Clinician 3*	ABH3	$41.98	$44.08	$46.29	$48.61	$51.04	$53.60	Hourly	
		$7,276	$7,640	$8,023	$8,425	$8,847	$9,290	Monthly	PERS/OPSRP
		$87,312	$91,680	$96,276	$101,100	$106,164	$111,480	Annual	
*No Assigned Classifications**	AIT1	$35.49	$37.27	$39.13	$41.09	$43.14	$45.30	Hourly	
		$6,152	$6,460	$6,783	$7,122	$7,478	$7,852	Monthly	
		$73,824	$77,520	$81,396	$85,464	$89,736	$94,224	Annual	
*No Assigned Classifications**	AIT1	$37.62	$39.51	$41.48	$43.55	$45.73	$48.02	Hourly	
		$6,521	$6,848	$7,190	$7,549	$7,927	$8,323	Monthly	PERS/OPSRP
		$78,252	$82,176	$86,280	$90,588	$95,124	$99,876	Annual	
Analyst Programmer*	AIT2	$41.11	$43.16	$45.32	$47.58	$49.96	$52.46	Hourly	
Systems Manager*		$7,125	$7,481	$7,855	$8,248	$8,660	$9,093	Monthly	
		$85,500	$89,772	$94,260	$98,976	$103,920	$109,116	Annual	

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Job Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		
Analyst Programmer*	AIT2	$43.58	$45.75	$48.03	$50.44	$52.96	$55.61	Hourly	PERS/OPSRP
Systems Manager*		$7,553	$7,930	$8,326	$8,743	$9,180	$9,639	Monthly	
		$90,636	$95,160	$99,912	$104,916	$110,160	$115,668	Annual	
Clinical Pharmacist*	APH1	$59.84	$62.84	$65.98	$69.28	$72.75	$76.39	Hourly	
		$10,373	$10,892	$11,437	$12,009	$12,610	$13,241	Monthly	
		$124,476	$130,704	$137,244	$144,108	$151,320	$158,892	Annual	
Clinical Pharmacist*	APH1	$63.43	$66.61	$69.94	$73.44	$77.12	$80.97	Hourly	PERS/OPSRP
		$10,995	$11,546	$12,123	$12,730	$13,367	$14,035	Monthly	
		$131,940	$138,552	$145,476	$152,760	$160,404	$168,420	Annual	

Part Time employee benefits are based on prorated FTE.

Notes:
Revised and adopted by BOCC 01/28/2026

APPENDIX B – GRIEVANCE FORM

Tillamook County and AFSCME Local 2734

GRIEVANCE FORM

General Instructions:	
For the purpose of utilizing this form, a grievance is defined as a dispute regarding the meaning or interpretation of a particular clause of the agreement between AFSCME and Tillamook County or regarding a violation of the agreement.	
Step 1	
Discuss dispute with your immediate supervisor outside the bargaining unit within 21 workdays of your knowledge of the dispute or incident and inform the supervisor this is the first step of the grievance procedure.	
Date of knowledge of dispute or incident ___________	Supervisor initials affirming notification ___________
Date discussed with supervisor _____________	Date of supervisor's response _____________
Step 2	
If the grievance is not resolved, you may file your grievance with the Management Team within 14 workdays of the supervisor's response. You are required to present this form to the Human Resources Office with the following information:	
Briefly describe the dispute or issue: ____ ____ ____ ____ ____	
Date the incident occurred, or issue arose: ______________________________	
Provisions of contract violated (cite article and section): ____ ____	
Remedy requested:	

_______________________________________   _______________________________________

Manager/Supervisor   Date   Employee   Date

_______________________________________   _______________________________________

Human Resources   Date   AFSCME Representative   Date

APPENDIX C – FLEXIBLE WORK SCHEDULE FORM

TILLAMOOK COUNTY
FLEXIBLE WORK SCHEDULE FORM
FOR AFSCME EMPLOYEES

DATE

EMPLOYEE NAME (LAST, FIRST, M.I.)		
DEPARTMENT		
START DATE OF WORK FLEX SCHEDULE	END DATE (IF NONE, LEAVE BLANK)	CANCEL FLEX WORK SCHEDULE (DATE)

Flex Schedule is an agreement between the employee and their supervisor. Certain positions lend themselves to work outside a strict 5/8 or 4/10 workweek. Flex schedule allows for utilizing the employee work time within a week in a manner such that work up to forty (40) hours (Full Time) does not accrue comp or overtime.

Hours worked over forty (40) in one (1) week are accrued at comp or overtime rates.

For more information, refer to the AFSCME Collective Bargaining Agreement Article 14.9

Upon signing, I agree to work a flex schedule. The workweek begins at 12:01 a.m. Sunday and ends one hundred sixty-eight (168) hours later. The supervisor retains the right to schedule specific hours that I must be at the office or at my job.

Proposed Flex Schedule:

Employee Signature: ______________________________

Supervisor Signature: ______________________________

Human Resources Signature: __________________________

Submitted to Payroll Date: ________________

Rev. 12/2/25

APPENDIX D – RECLASSIFICATION REQUEST FORM

Tillamook County Request for Reclassification Review

Date of Request:	Date Needed:
Department:	**Location:**
Department Contact:	**Supervisor Name & Title:**

Current Job Title:
Proposed Classification Change:
Justification for the Request:

Authorization: I request that a reclassification review be conducted for the above-named employee.

____________________________ ____________
Supervisor Signature Date

____________________________ ____________
Department Head Signature Date
(I certify that funds are available for this position)

____________________________ ____________
Human Resources Signature Date

Rev. 12/2/2025

APPENDIX E – OLD ARTICLE TO NEW ARTICLE GUIDE

Old Article	Title	New Article	
Preamble		P	
Article 1	Recognition	1	
Article 2	Union Security	2	
Article 3	Management Rights	3	
Article 4	Strikes and Lockout	4	
Article 5	Grievance Procedure	5	
Article 6	Wages	6	
Article 7	Benefits	7	
Article 8	Sick Leave	8	
Article 9	Vacation	9	
Article 10	Holidays	10	
Article 11	Leaves	11	
Article 12	Working Conditions	12	
12.1	Working Out of Classification	14	
12.2-12.9	Working Hours	15	Hours, Overtime & Working Conditions
12.10	Lead Worker	16	
12.11	Reclassification Reviews	17	Reclassification
Article 13	Discipline & Discharge	13	
Article 14	General Provisions		
14.1 & 14.5	Seniority, Layoff and Recall	18	
14.2	Probationary Periods	19	
14.3	Job Openings	20	
14.6	Personnel Files	21	
14.8	Outside Employment	22	
14.9	Maintenance of Standards/Work Rules	23	Maintenance of Standards & Policies
14.10	Mileage and Per Diem	24	
14.11	Contracting Out/New Technology	25	
14.13-14.14	Tools and Equipment Allowance	26	Allowances
14.15	Inmate Work Crew	23.2	
Article 15	Savings Clause	30	
Article 16	Term of Agreement	31	
NEW (11.7)	Inclement Weather	27	Inclement Weather & Other Emergent Conditions
NEW (14.2)	Safety & Health	28	
NEW (14.7)	Non-Discrimination	29	Non -Discrimination & Harassment