LINN COUNTY, OREGON
Commissioners' Journal
CJ2019-00455
09/19/2019 3:00:00 PM
2019-00455
I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Steve Druckenmiller - County Clerk

FILED
SEP 19 2019
STEVE DRUCKENMILLER, CLERK
By _____ Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR LINN COUNTY

IN THE MATTER OF ADOPTING A COLLECTIVE BARGAINING AGREEMENT (2019-2022) BETWEEN LINN COUNTY JUVENILE DETENTION ASSOCIATION and LINN COUNTY JUVENILE DEPARTMENT and LINN COUNTY	RESOLUTION & ORDER NO. 2019-329 (Agreement Execution)

COMES NOW, Ralph E. Wyatt, Linn County Administrative Officer, in a regularly scheduled and duly advertised meeting on September 17, 2019, and respectfully requests that the Board of County Commissioners for Linn County (Board) approve his request to enter into a Collective Bargaining Agreement with the Linn County Juvenile Detention Association, in the form found in Exhibit 1, attached hereto; and

WHEREAS, The Board having considered the matter, and having reviewed the request, and being fully advised by staff; and, now, therefore, be it

RESOLVED, That the Collective Bargaining Agreement with Linn County Juvenile Detention Association as set forth in Exhibit 1 be approved; and

ORDERED, That duplicate originals conforming to Exhibit 1 bearing this resolution and order number be distributed as follows:

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Office of the County Attorney
for Linn County
PO Box 100
Albany, OR 97321

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(1) one original to Ralph E. Wyatt, for distribution; and

(2) one original to the Linn County Board of Commissioners for filing.

Resolved this 17th, day of September, 2019.

BOARD OF COUNTY COMMISSIONERS FOR LINN COUNTY	AYE	NO
Roger Nyquist, Chairman	X	
John K. Lindsey, Commissioner	X	
William C. Tucker, Commissioner	X	

APPROVED AS TO CONTENT:

Ralph E. Wyatt
Linn County Administrative Officer

APPROVED AS TO FORM:

Eugene J. Karandy II
County Attorney for Linn County

Office of the County Attorney
for Linn County
PO Box 100
Albany, OR 97321

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FILED

SEP 19 2019

STEVE DRUCKENMILLER, CLERK
By _____ Clerk

COLLECTIVE BARGAINING AGREEMENT

between

LINN COUNTY JUVENILE DETENTION ASSOCIATION

and

LINN COUNTY

LINN COUNTY, OREGON
Commissioners' Journal

CJ2019-00456
09/19/2019 3:00:00 PM

2019-00456

I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk

LINN COUNTY OREGON

EFFECTIVE: July 1, 2019 through June 30, 2022

R&O 2019-329A

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COLLECTIVE BARGAINING AGREEMENT
(Pursuant to Linn County Order # 2016—)

ARTICLE 1 - DESCRIPTION OF THE PARTIES

Section 1 – Association. "Association means the Linn County Juvenile Detention Association representing the employees described in the Employment Relations Board Certification dated September 25, 2007, Case Number RC-018-07 and Article 2, Section 1.

Section 2 – Employer. "Employer" means the Linn County Board of Commissioners.

Section 3 – County. "County" means the Linn County Board of Commissioners and describes the Linn County Board of Commissioners in their capacity as set out in Article 2, Recognition.

Section 4 – Employee. "Employee" and "Employees" means one or more employees of Linn County who are described in the Employment Relations Board Certification dated September 25, 2007, Case Number RC-018-07 and Article 2, Section 1.

ARTICLE 2 – RECOGNITION

Section 1 – Employers. Except as provided later in this Article, the County recognizes the Association as the sole and exclusive bargaining representative for the public employees of the Juvenile Department who work at the Juvenile Detention Center and who are classified as Detention Workers I, II or III who are regular employees or probationary employees after the first full month of employment-and who work twenty (20) hours or more per week, excluding: confidential employees as defined in ORS 243.650(6); supervisory employees as defined in ORS 243.650(23); part-time employees who work less than twenty (20) hours per week, seasonal, temporary, and probationary employees with less than one (1) full month of service.

Section 2 – Probation. The standard length of probation is twelve (12) months of service. A probationary employee shall receive a performance evaluation after six (6) months of service and the employee shall receive a step increase if the performance evaluation is "fully successful". For representation purposes, the Association shall represent employees after the first full month of probation for all issues covered by this Agreement with the exception that such employees are in an "at will" employment status regarding discharge. The decision of the Employer regarding discharge of such employees is not subject to the grievance process or any other form of challenge or review based on this Agreement.

Section 3 – Strike Prohibited. The employees of the Juvenile Department who work at the Juvenile Detention Center and are classified as Detention Workers I, II or III are considered "guards" within the definition of ORS 243.736(1) and are prohibited from striking. The parties agree that the Association employees are subject to the collective bargaining arbitration process according to ORS 243.742 to 243.762.

ARTICLE 3 - DURATION OF AGREEMENT/NEGOTIATION PROCEDURES

Section 1 – Duration of Agreement. Except as otherwise indicated herein, this Agreement takes effect on July 1, 2019, and expires June 30, 2022.

Section 2 – Continuation. This Agreement shall remain in full force and effect during the period of negotiations until a new Agreement is reached.

Section 3 – Notification of Intent to Negotiate. For the purpose of renewing this Agreement, with or without modification, notification of such intent must be submitted to the parties via the Association and the County Administrative Officer seven (7) months prior to the expiration of the Bargaining Agreement. Negotiations shall begin six (6) months prior to the expiration of the Bargaining Agreement or such date thereafter as shall be mutually agreed upon by the parties. The parties shall be free to agree on the bargaining process and to submit proposals and counter-proposals with respect to any proper subject of collective bargaining.

Section 4 – Ratification. It is understood that all tentative agreements at the table are subject to ratification by all parties, unless otherwise provided for in the ground rules entered into during negotiations.

Section 5 – Representatives. The Employer agrees to allow two (2) employees to represent the Association for negotiations and one (1) employee to act as an alternate. If training for negotiations is provided as a part of the negotiating process, all three (3) employees may participate in the training. Those employees will be in a regular pay status for negotiations conducted during the County's normal operating hours, i.e. 8:30 a.m. to 5:00 p.m., regardless of their normal work hours. For example, an employee who works other than the County's normal operating hours, shall be granted "flex time" for the number of hours in negotiations between 8:30 a.m. and 5:00 p.m. and that time shall be considered as part of that employee's normal work shift. Once negotiations begin, appointed representatives can participate for the duration of the negotiating process. The Employer and the Association agree to work together to minimize the impact of representation on the Juvenile Detention Center's operation.

ARTICLE 4 - SCOPE OF AGREEMENT

This document constitutes the sole and complete Agreement between the parties and embodies all the terms and conditions governing the employment of employees in the bargaining unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, which is or may be, subject to negotiation. Any prior commitment or agreement between the Employer and the Association or any individual employee covered by this Agreement is hereby superseded by the terms of this Agreement. It is also agreed that, at any time during the duration of this Agreement, the Agreement may be reopened by the mutual consent of the parties, based upon a recommendation from the Labor-Management Committee, to do so. If, during the duration of this Agreement, the Employer changes existing policies, procedures or work rules, either the Employer or the Association may raise issues relating to the change in the Labor-Management Committee. If an issue remains unresolved and is a mandatory subject of bargaining per ORS 243.650(7), the issue may be processed according to the PECBA, ORS 243.650, et. seq.

ARTICLE 5 – SEPARABILITY

Should any Article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such court decision shall not invalidate the entire Agreement, but shall apply only to the specific article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE 6 - MANAGEMENT RIGHTS

Section 1 – Employer. The Association recognizes that an area of responsibility must be reserved to the Employer if Linn County government is to effectively serve the public. Therefore, the Employer shall have the full and complete right to manage and to direct their business. It is recognized that the following responsibilities of management are exclusively functions to be exercised by the Employer and are not subject to negotiation, insofar as these rights do not affect the meaning, interpretation or application of any other terms of this Agreement:

(a) The determination of the governmental services to be rendered to the citizens of Linn County.

(b) The determination of the Employer's financial, budgetary and accounting procedures.

(c) The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range, and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of funds or lack of work, or the occurrence of conditions beyond the control of the Employer or where the continuation of work would be wasteful and/or unproductive; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules and hours of work; and, the right to purchase, dispose and assign equipment or supplies. The Association recognizes the exclusive right of the Employer to establish reasonable work rules.

(d) The Employer will, when possible, provide timely notification to affected employees prior to implementing changes to policies, procedures and work rules.

(e) The exercise of any management prerogative, function or right, which is not specifically modified by this Agreement, is expressly retained by the Employer.

Section 2 – Contracting Out and Use of Temporary Employees.

(a) When the Employer is proceeding with planning a proposal to contract out services normally performed by employees, the Employer will notify the Association of the planned proposal through the Association President and the Labor-Management Committee. The notification will be made in writing including a copy of the proposal and be made in a timely manner prior to Employer approval of the proposal to provide the Association with the opportunity to propose alternative solutions for the services requirement. The Association's alternative solutions can be made to the Employer either through the Labor-Management Committee or directly. If the Employer's decision is to proceed with the contracting out proposal, the Association's may also submit a

proposal to be evaluated on the same approval criteria and have access to the same approval appeals process as other submitted proposals.

(b) When the Employer is proceeding with planning a proposal to use temporary workers for more than six (6) months to provide services normally performed by employees, the Employer will notify the Association of the planned proposal through the President and the Labor-Management Committee. The notification will be made in writing, including a copy of the proposal, and be made in a timely manner prior to Employer approval of the proposal to provide the Association with the opportunity to propose alternative solutions for the services requirement. The Association's alternative proposals can be made to the Employer either through the Labor-Management Committee or directly. Temporary workers should be used for meeting emergency, nonrecurring, or short-term workload needs of the Employer and should not be used to defeat the normal process for the filling of vacancies under Article 10, Filling of Vacancies, of this Agreement. Exceptions will be addressed by the Labor-Management Committee as outlined above. The provisions of this paragraph do not apply to the routine use of temporary employees working less than twenty (20) hours each week on average as relief staff (for example, covering vacation and sick time for full time employees and the current open shifts).

(c) Should any employee, who is a bargaining unit member, become displaced as a direct result of contracting out or the use of temporary workers for work previously done by bargaining unit members, the Employer and the Association shall meet to discuss the effect of such action on bargaining unit members. The Employer agrees to make a good faith effort to place those employees elsewhere within the bargaining unit in the same classification and at the same rate of pay without loss of pay during the period of readjustment.

ARTICLE 7 – ASSOCIATION RIGHTS

Section 1 – Fair Share.

(a) All employees covered by the terms and conditions of this Agreement shall elect to become members of the Association or not by the thirty-first day following employment. The Employer shall provide all newly hired employees with a form authorizing deductions of membership dues.

(b) The aggregate deductions of all dues payers shall be remitted together with an itemized statement to the Association no later than the 10th of the month following the month for which the deductions were made.

(c) Each employee, within thirty (30) days of employment, shall sign an individual authorization form indicating whether the employee elects to pay dues or not. Such form shall be copied in triplicate with the original being sent to County Central Payroll, one copy to be retained by the County and the third being provided to the Association along with the monthly itemized statement.

Section 2 – Dues Deduction.

(a) Association dues will continue to be deducted until the employee rescinds the request by notification in writing to the Association and County. The Association shall transmit membership cancellations to the Linn County Accounting Office.

(b) The written request for dues deduction is not terminated when an employee is placed on any type of leave or disciplinary removal. The Employer shall deduct Association dues commencing with the first (1st) paycheck following the employee's return to paid status.

(c) The aggregate deductions of all bargaining unit employees, together with an itemized statement, shall be remitted to the Association no later than the 15th of the month following the month for which the deductions were made. The itemized listing of bargaining unit members shall reflect employee name, employee identification number, terminations, retirements, leave without pay, return from leave without pay, new members, salary changes that would change dues deductions, name changes, or any other personnel action which would affect the amount of dues withheld.

Section 3 – Member Communications. The Association shall be allowed to use the following County communication systems. Except as otherwise expressly indicated in this Agreement, the use of the systems by the Association and bargaining unit employees shall conform to Linn County Policy 21 (Use of County Information Technology, December 7, 2001 Rev.). Future revisions of this policy that may affect Association use of the systems shall be subject to interim bargaining rules of the Employment Relations Board.

(a) Bulletin Boards: The County agrees to furnish bulletin board space for Association use. The Association shall work with the Juvenile Detention manager to find space with the aim of maximum accessibility to bargaining unit members. In facilities where there is no County-provided bulletin board, the Association may provide its own. The Association has the responsibility for placing and removing bulletin board material and shall assign a member the responsibility to monitor a particular bulletin board and sign and date any material prior to posting it on the bulletin board. If the County objects to the content of the material displayed, the County may remove the material and shall immediately meet with the member responsible for that particular bulletin board or, if the member is unavailable, with the Association President. If the issue is unresolved, the County Administrative Officer and the Association President shall meet to resolve any issues.

(b) County Telephone and Inter-office Mail System: The Association shall be allowed to use the County's telephone system and to distribute Association material through the County's inter-office mail system.

(c) Personal work spaces, meaning those areas used by the bargaining unit members appropriate for display of such items as family pictures, may be used to display Association material such as buttons, pictures, flyers, etc.

(d) Email: The Association shall be allowed to use the County's email system to communicate with bargaining unit employees who have email access. The Association shall not use the County email system to advocate for or against any candidate for public office or ballot initiative. However, the Association shall be entitled, in its meeting announcements and published agenda, to reference that particular ballot measures or candidates will be discussed in a meeting or event. Association representatives who are otherwise allowed to conduct Association business on work time, such as Representatives and Safety, Labor Management and Insurance Committee members, shall be entitled to use the email system during work time in conjunction with those activities.

Section 4 – Hold Harmless. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provision of Sections 1, 2, 3 and 8 of this Article. The Association shall indemnify and save the Employer harmless against any and all claims, damages, suits of other forms of liability which may arise out of the negligence of the Association for its negligent acts or failure to act under Sections 1, 2, 3 and 8 of this Article.

Section 5 – Visits by Association's Representative or Other Representatives. The Association's Representative shall be allowed reasonable contact with bargaining unit members on the Employer's property when the time, location and approximate length of the visit has been approved by the responsible manager as designated by the Employer. The purpose of these visits will be to arrange meetings with Association Representatives or bargaining unit employees, or to meet with management, regarding any actions or procedures under this Agreement. Such visits will not interfere with the normal flow of work.

Section 6 – Meeting Space. The Association shall be allowed the use of the facilities of the County at no cost for meetings of its membership or committees when such facilities are available and such use does not conflict with the business of the County, the use of County facilities by fee-paying entities, or with the security of the facility. Association use of County facilities is conditioned upon facilities being left clean and orderly by the Association.

Section 7 – No Discrimination.

(a) There shall be no discrimination against any employee on account of affiliation with, or bonafide activity on behalf of the Association.

(b) Neither party shall discriminate on account of race, color, religion, national origin, disability, sex or age (except where sex, age or non-disability are bonafide occupational qualifications).

(c) To the extent required by State or Federal law prohibiting discrimination against sexual orientation, neither party shall discriminate on account of sexual orientation. So long as Linn County Policy 20 (Personnel Policy Manual, June 20, 2016 Rev.) prohibits discrimination against domestic partners or domestic partner relationships, neither party shall discriminate against domestic partners or domestic partner relationships.

Section 8 – Notice and Information Provided. The Employer shall furnish monthly to the Association information as shown in Appendix D in which the Association has an appropriate interest related to employment relations, subject to the provisions of ORS 192.445 or other applicable Federal or State laws. During orientation for new employees hired into an Association-represented position, the Employer will furnish to the employee information provided by the Association as a part of their orientation packet.

Section 9 – Association Representatives.

(a) The employees in the bargaining unit shall be allowed Association Representatives. The Association shall notify the County of the employees who will act as Association Representatives, Association Safety Committee Members and Association Officers. The County and Association agree to work together to minimize the impact of Association Representatives' and Officers'

activities on the Juvenile Detention Center's operation and, concurrently, any impact on authorized Association activities.

(b) The Association President or an alternate Association Representative shall be granted reasonable time off, during regularly scheduled working hours without loss of pay or other benefits, to investigate and process grievances when such investigation and processing of grievances does not interfere with departmental operations.

(c) There shall be no reprisal, coercion, intimidation, or discrimination against any employee for the exercise of their rights in this Agreement.

(d) For the purpose of this section, specifically in reference to (b) above, such Association Representatives shall be limited to three (3) in number. The Association shall distribute Association Representatives to as many shifts as possible. The Association shall keep the County informed as to the names of employees designated as Association Representatives by sending a complete list of names to the County and to the Detention Manager.

ARTICLE 8 – NO STRIKE

Section 1 – Work Stoppage. During the term of this Agreement, the Association shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slowdown or commit other acts of work stoppage since members are, by law [ORS 243.736(1)], prohibited from striking. Upon notification confirmed in writing by the Employer to the Association that certain bargaining unit(s) employees covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the Employer from which the notification was received, to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Association shall be made at the request of the Employer.

Section 2 – Picket Line. No Employee will be requested to cross a picket line under circumstances in which to do so may reasonably endanger the employee's personal safety.

ARTICLE 9 - JOB CLASSIFICATION/LISTING

Section 1 – Job Classification. Employees shall be classified in accordance with the job classifications set forth in Appendix A attached hereto. Appendix A is the applicable part of the Linn County Classification Plan of June 1, 1984, as amended. Appendix A, Classification Plan, shall be considered a part of this Agreement. An employee disputing the appropriateness of his/her job classification may appeal the terms of the classification under Article 27, Grievances, or request a review of the terms of the classification under the procedures outlined in Section 2 of this Article of the Agreement.

Section 2 – Salary Range. When any job is materially changed or when a new classification is established, the Employer shall determine the appropriate classification and the County shall establish a salary range for the classification and notify the Association in writing within ten (10) calendar days.

If the Association disagrees with the salary range or classification established, it may file a written protest with the County during the ten (10) calendar day period immediately following notification of the salary range. If no such protest is filed, the salary range shall become a part of the Compensation Plan, Appendix B, attached hereto. If a written protest or request is filed as outlined above, the Association, the County and Juvenile Department Director shall jointly study the job in question and evaluate it with factors and procedures usually used in job evaluations and determine the appropriate salary range. If they cannot agree within fifteen (15) calendar days (or a mutually agreeable extension thereof) from the filing of the protest or request, in-lieu-of the grievance procedures set out in Article 27, Grievances, they will submit the matter to an impartial individual familiar with public employee salaries in Oregon for a decision binding on both parties. The individual shall be one mutually agreed upon. If the parties cannot agree upon an individual within seven (7) calendar days, a panel of seven (7) names will be requested from the Employment Relations Board, and beginning with the Association, each party shall strike names alternately, until only one (1) name is left, who shall be the individual selected. Any change in salary range so established, shall be retroactive to the time the salary range was first established by the County.

Section 3 – Working Out of Classification. Except as provided in Sections 4 and 5 of this Article, whenever an employee is assigned to carry out the work in a classification requiring more than half-time in a higher-paying classification for more than ten (10) consecutive workdays, the employee shall be paid for such work at the lowest step of the salary range for the higher paying classification that provides at least a step increase higher pay than the employee's regular rate beginning on the eleventh (11th) day.

Section 4 – Training. When the Employer and employee agree, an employee may perform duties out of classification for training purposes, and shall be informed in writing of the purpose and length of the assignment duties for which there shall be no extra pay. A copy of the notice shall be placed in the employee's file.

Section 5 – Underfilling. When the Employer and employee agree, underfilling is allowed to provide a career development opportunity and training for a person not having the qualifications needed for the position being underfilled. A decision by the Employer to not underfill a position is not subject to any grievance procedure.

Underfilling means employing a person in a classification with a salary range number lower than that of the classification usually assigned the person's duties. An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reason for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified. When an underfill situation exists, it shall be posted within the department for ten (10) working days and awarded based on qualifications and length of service. Posting of an underfill situation may be separate from, or combined with, the posting for a vacant position required by Article 10, Filling of Vacancies, and need not be done in advance of the Article 10 posting.

Section 6 – Intent. Assignments of work out of classification shall not be made in a manner that will subvert or circumvent the intent of this Article.

ARTICLE 10 - FILLING OF VACANCIES

Section 1 – Vacancy. Whenever the Employer seeks to fill a vacancy within the bargaining unit, the Employer shall, at least ten (10) working days before the filling of the vacancy, post notice with the job description, qualifications and requirements of the vacancy on all County department bulletin boards and provide notice to the Association. All persons working for Linn County and all persons on layoff status shall have the right to apply for the vacant position. As specified in Article 25, Layoff, Section 4, all persons on layoff status shall have first right of refusal to any vacant position.

When a shift becomes vacant it shall be filled by the most senior employee within the same job classification who requests the shift.

Section 2 – Promotions. It shall be the policy of the Employer to promote employees from within, if in the determination of the Employer current employees are well qualified, available and desire such promotions.

Section 3 – Applicant. Any applicant in the Juvenile Detention Center where a vacancy exists, who meets the minimum job qualifications, shall be interviewed.

Section 4 – Trial Period. An employee who is awarded a new position, either by transfer or promotion, shall have a trial period of up to twenty (20) working days on the job. If the employee for any reason during the twenty-day working period decides to return to his/her last position, he/she may do so. If, during the twenty (20) working-day period the Employer decides that the employee cannot fill the position at the level of "fully successful", the employee shall be returned to his/her former position. The employee's former position shall not be filled permanently until he/she has completed the twenty (20) work day trial period, but may be posted during the trial period.

Section 5 – Promotion or Classification Probation. When an employee is promoted or transfers to a different classification within the bargaining unit, the employee will be subject to a six (6) month probationary period. If the probation period is not successfully completed, the Employer agrees to make a good faith effort to place the employee elsewhere within the bargaining unit in the former classification and at the same previous rate of pay, without loss of pay during the period of readjustment.

Section 6 – Delay. If there is a decision by the Employer to delay the normal process of filling a vacancy within the bargaining unit, the Employer will provide notice to the employees in the workplace and the Association regarding the reason and length of the delay (for example, a delay of three months to solve a funding shortfall or a delay to ensure a hire won't become a layoff in the coming budget year, etc.). As stated in Article 6, Management Rights, it is the Employer's responsibility to manage the workload effectively during the extended position vacancy and period of reduced work force capability.

ARTICLE 11 - SALARY ADMINISTRATION

Section 1 – Compensation.

Effective July 1, 2019, the employees shall receive a wage increase to their base wage of three percent (3%). The County shall continue to make monthly contributions equal to two percent (2%) of the top step Detention Worker II base wages into an HRA VEBA (Beneficiary Voluntary Employees' Association) plan for each employee.

Effective July 1, 2020, employees shall receive an increase to their base wage of four percent (4%).

Effective July 1, 2021, employees shall receive an increase to their base wage of three percent (3%).

Section 2 – Pay Period. Employee monthly pay periods shall end on the last day of the month. Employees shall be paid on or before the fifth (5th) day of each month following the month of the pay period.

Section 3 – Payday. Should the regular payday fall on a Saturday, Sunday or holiday, the paychecks will be delivered to employees on the preceding regular workday. This provision is not applicable if it would result in payday being before the first of the month.

Section 4 – Emergency Situation. In case of emergency, upon receipt of a written request from the employee that describes the emergency, a special draw check for up to sixty percent (60%) of an employee's earned gross wages shall be authorized subject to approval by the Employer and the Payroll Department, and with appropriate tax withholdings. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include, but are not limited to, the following circumstances:

(a) Death in family;

(b) Major car repair;

(c) Theft of funds;

(d) Automobile accident (loss of vehicle use);

(e) Destruction or major damage to home;

(f) New employee lack of funds (maximum, one (1) draw).

Section 5 – Call-In Time. An employee called to work (without prior notice per Article 13, Section 4 for a shift change, meetings, scheduled training, etc.) shall be compensated at an overtime rate (one and one half (1 ½) the regular hourly rate of compensation) for all time worked to receive not less than two (2) hours compensation. For example, if an employee is called-in and works an eight (8) hour shift, the eight (8) hours are paid at the overtime rate regardless of the hours worked for the work

period (day, week or flexible/alternate schedule); if the employee works for fifteen (15) minutes, the employee receives two (2) hours compensation.

Section 6 – Overtime.

(a) Subject to the provisions of Article 13, Hours of Work, an employee shall either be paid or given compensatory time off, at the discretion of the Employer, at the rate of one and one half (1½) times the regular hourly rate of pay under the following conditions:

(1) For all work performed in excess of the normally scheduled eight (8) or ten (10) hour workday.

(2) For all work performed in excess of the normally scheduled forty (40) hour workweek.

Upon agreement between the supervisor and the employee (per Article 13, Hours of Work, Section 5, 6 and 7), an employee may work a flexible or alternate work schedule in which case the conditions listed above may be modified to comply with the agreed upon work schedule. For the purpose of determining overtime, those hours during which no work was performed due to vacation, holiday, sick leave, compensatory time off, or other similar causes are not credited as "work performed" in (a)(1) and (a)(2) of this Section.

(b) For overtime eligible employees, the Employer agrees to pay as specified in subsection (a) for work performed (actual time spent from starting to perform a work-related task to completing immediate, necessary action) through telephone calls received or made, for job-related purposes, outside their normal working hours. Any work performed in this manner should be pre-approved by the Employer; when pre-approval is not practical, the work should be reported to the Employer as soon as possible. This subsection is not intended to provide an authorization or establish a requirement that employees make themselves available to receive after-hour work-related phone calls.

Section 7 – Compensatory Time.

(a) Compensatory time off earned may be accumulated to a maximum balance of two (2) weeks [eighty [80] hours].

(b) An employee may utilize compensatory time off in conformity with the Fair Labor Standards Act. The parties agree that that the County will not be obligated to schedule compensatory time off, and that such request is unduly burdensome, if the County does not receive at least ten (10) days advance notice of the requested time off.

(c) The Employer will ensure that employees are informed of their compensatory time off balance, if any, on a monthly basis. Employees shall request compensatory time off to avoid exceeding the maximum specified in subsection (a) since no compensatory time shall accrue when an employee has accumulated the maximum allowed. Time off requests, to avoid exceeding the maximum, should be made to the Employer at least ten (10) days before the end of the month. If workload in the Juvenile Detention Center prevents an employee taking off compensatory time earned in excess of the amount allowed to be accumulated pursuant to subsection (a), payment shall be added to the next regular paycheck. Any unused compensatory time off

balance available when employment ends (retirement, termination, death, etc.) will be paid using the procedures specified in Article 16, Vacation Leave, Section 6.

(d) Employees may elect to cash out all but twenty (20) hours of their accrued compensatory time, once per year, to be included in their December pay check. Request must be submitted during the month of November, but prior to the 15th.

Section 8 – Retirement Benefits. The County shall continue to participate in the Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A, whichever is applicable, for all employees. The County shall pay, pursuant to ORS 238.205, employee contributions (six percent) for employees who are members of the Public Employees Retirement System and, pursuant to ORS 238A.335, employee contributions for employees who are members of the Oregon Public Service Retirement Plan.

Section 9 – Sick Leave upon Retirement. The County agrees to continue to participate in the Sick Leave conversion program provided for by ORS 238.350 with a maximum sick leave balance submitted to PERS of nine hundred sixty (960) hours for eight (8) hour per day (forty [40] hours per week) employees.

Section 10 – Salary on Demotion. When an employee is demoted to a job classification in a lower range that has a salary step at the same dollar value as the employee's previous salary step, the employee's salary shall be maintained at that step in the lower range. Whenever an employee demotes to a job classification in a lower range, but their previous salary is above the highest step of that range, the employee shall be paid at the highest step in the new salary range. This Section shall not apply to demotions resulting from official disciplinary actions.

Section 11 – Merit Increases. Annual merit increases shall be one step in the salary range and shall be given on the employee's eligibility date if the employee's performance for the year preceding the eligibility date has been fully successful and the employee is not already at the top of the salary range.

Section 12 – Longevity Pay. All bargaining unit members shall receive longevity pay as follows (shown as percent of salary):

(a) After ten (10) years/ one hundred twenty (120) months of service	2.5%
(b) After fifteen (15) years /one hundred eighty (180) months of service with both)	2.5% (total of 5%

ARTICLE 12 – INSURANCE

Section 1 – County Contributions. During the term of this Agreement, the County shall pay on behalf of bargaining unit personnel and their dependents, an amount equal to 95% of the "Employee Only", "Employee and Spouse", "Employee and Children" or "Full Family" premium of the Moda PPO Plan (health, dental, and vision), but not to exceed the amount actually charged by the health plan or insurance for health, dental and vision coverage(s). That amount of contribution may be applied to other plans offered by the County should the employee so choose. The choice of the plan is to be made by the employee as provided in Section 3 of this Article.

Section 2 – Employee Contributions. The County and Association agree that bargaining unit personnel shall pay through payroll deduction any premium amounts in excess of the County's insurance premium contribution.

The conditions of the health and dental insurance contracts require premium payments before each month if coverage has ended. Should an employee not remain on the payroll for the entire calendar month, the employee is automatically liable to the County for any such amounts advanced and the County is hereby authorized to deduct such amounts from the earnings of the employee.

Section 3 – Coverage Changes. Once a year, during the period of June 1 through June 25, the County shall allow bargaining unit personnel to elect to change health/vision and dental provider and category of coverage.

Section 4 – Authority. The final decision regarding health and dental insurance coverage premium amounts shall be made by the Board of Commissioners.

Section 5 – Life Insurance. Linn County shall, unless modified as part of the compensation "re-opener" process detailed in Article 11, Salary Administration, provide $50,000 of group term life insurance, including AD&D, for each employee and $5,000 of group term life insurance per each insured dependent of each insured employee. Additionally, Linn County shall provide one dollar ($1.00) per month per insured employee toward the optional purchase of additional group term life insurance for each insured employee.

ARTICLE 13 – HOURS OF WORK

Section 1 – Workweek. The regular workweek shall consist of seven (7) consecutive days commencing at the start of the employee's work schedule.

Section 2 – Assigned Shifts. An employee's assigned shift shall have regular starting and quitting times, excluding those employees on irregular or emergency work situations. When, in the opinion of the Detention Manager such situations exist, the Detention Manager may adjust the work shifts in advance of each occurrence.

Section 3 – Workday. A regular workday shall consist of eight (8) or ten (10) hours of work to produce a work schedule of five (5) consecutive eight (8) hour days [5-8] or four (4) consecutive ten (10) hour days [4-10]. Part-time employees shall work the appropriate number of hours as scheduled.

Section 4 – Training and Staff Meetings. Employees who attend training that is scheduled for a certain number of hours shall receive compensation for the total number of hours scheduled for the training. If the scheduled training is less than the employee's regularly scheduled shift then the employee has the option of submitting for vacation or compensatory time for the remainder of time or working the additional hours to fulfill their regular shift.

Employees who attend staff meetings outside of their regularly scheduled shift shall receive three (3) hours of call back pay if they remain after the meeting and work for the three (3) hour period. Employees who choose not to remain and work shall be compensated for the actual time of the meeting or two (2) hours, whichever is longer, as provided for in Article 11, Section 5.

Section 5 – Notice of Work Fluctuations. The Employer will notify the Association and affected employees as soon as possible but not less than fifteen (15) working days in advance of any scheduled change in regular work hours.

Section 6 – Flexible/Alternate Work Schedule. The Employer may approve a flexible/alternate work schedule for an employee or team of employees based on the process and criteria outlined below. It is recognized that flexible/alternate schedules can benefit both the Employer and employee(s) by improving productivity, employee morale and the County's overall service to the public. It is expressly agreed that the option to establish flexible/alternate work schedules shall not diminish any provisions of Article 6, Management Rights, Section 1 (c). The intent of the flexible/alternate work schedule is to allow the "flexing" of work hours when acceptable to both the Employer and employee(s) and for compliance with FLSA (Fair Labor Standards Act) overtimes rules, i.e., allow flexibility without forcing both parties into an overtime situation.

(a) Definitions: The following schedule definitions apply within the limitations outlined in this section.

(1) Detention employees are considered to be persons engaged in law enforcement activities [ORS 243.736(1)(d)] and are thereby eligible for the FLSA exemption [Section 207 (k)] to the forty (40) hour per workweek overtime pay rule.

(2) A flexible work schedule is a varying schedule that provides a specific number of work hours in a twenty-eight (28) day work period that matches the regular work hours (160) for that twenty-eight (28) work period.

(3) An alternate work schedule is a fixed schedule that provides a specific number of work hours in a twenty-eight (28) day work period that matches the regular work hours (160) for that twenty-eight-day work period.

(4) A team of employees is two (2) or more employees whose work is such that a change in schedule for the team will impact the workload or change the duties or schedules of other employees.

(b) Request Process: All flexible/alternate work schedules must be approved by the Employer in advance. An individual employee or a team of employees may request a flexible/alternate work schedule by submitting a request in writing to the Detention Manager that outlines the proposed schedule and addresses each criteria shown in (d) below. If a request impacts a group of

employees, the employees affected shall meet to attempt to create a schedule which will satisfy the group and meet the criteria prior to submitting the request. At the group's discretion, the meeting may include the Detention Manager. A written response to the request will be provided within fifteen (15) working days.

(c) Request Conflicts: If two (2) or more employees request, at the same date and time, the same flexible/alternate work schedule and the conflict cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service in the job classification shall have their request considered.

(d) Approval/Disapproval Criteria: A request shall not be unreasonably denied but may be denied if the request would result in any of the following:

(1) A reduction of the employee's ability and availability to perform assigned duties in a way that negatively impacts specific operational needs of the Detention Center.

(2) A negative impact on the ability of the public to access County services.

(3) An increase in workloads or a change in the duties (within the same classification) or schedules for other employees without their expressed consent.

(4) Interference with the employee's ability to attend regularly scheduled meetings.

(5) A negative fiscal impact on the County.

If a request is disapproved, the written response shall specify the basis for the disapproval. Special consideration may be given to an employee who demonstrates an unusual hardship.

(e) Review/Changes: The flexible/alternate work schedule will be reviewed at the time of each employee's performance review or when requested by either the employer or the employee. All requests for flexible/alternate schedules are subject to change based on the changing needs of the Detention Center and subsequent request to work a flexible/alternate work schedule.

(f) Grievances: It is further expressly agreed that management decisions disapproving or changing flexible/alternate work schedules that are considered unreasonable based on the criteria in (d) above can be grieved to the Juvenile Department Director but in no case can be taken to arbitration.

Section 7 – Voluntary Shift Trades. Employees are allowed to engage in voluntary shift trades in compliance with the Fair Labor Standards Act [Section 207(p)(3)] with those hours worked at straight time and not included in calculating overtime compensation for the work period (day, week or flexible alternate schedule). Trades are to be completed within the same pay period if possible.

Section 8 – Scheduled Dayshift coverage after working previous Swing and Graveyard shifts. Due to scheduling needs, an employee who is scheduled to work swing shift and the following day shift, may be required due to lack of staff coverage to work the adjoining graveyard shift between the swing shift and the regularly scheduled day shift. In that case, the effected employee will not be required to work the regularly scheduled day shift and shall receive compensatory time at double time for working the grave yard shift.

ARTICLE 14 - REST PERIODS AND MEAL BREAKS

Section 1 – Rest Periods. A rest period of twenty (20) minutes shall be permitted for all employees for each full half work shift. Such rest periods shall normally be on a scheduled basis so that activities of the department shall be staffed at all times.

Section 2 – Unpaid Meal Period. Based on outside work assignments such as training, employees shall be granted an unpaid meal period to be taken as near as possible to the middle of each work shift. Unpaid meal periods shall be not less than thirty (30) minutes nor more than one (1) hour in duration according to present practice.

Section 3 – Paid Meal Period. Based on work assignments in the Detention Center or transport, employees engaged in work requiring that they work during the entire shift without a meal period shall be paid for or granted compensatory time for the length of the meal period worked in accordance with the provisions of Section 7, Compensatory Time, of Article 11, Salary Administration.

Section 4 – Employee Availability. In order to maintain adequate coverage for safe Detention Center operations, employees will remain in the secure perimeter of the facility unless specific approval is given to leave it.

ARTICLE 15 - RESERVED

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ARTICLE 16 - VACATION LEAVE

Section 1. Vacation leave shall be accrued on the basis of length of continuous service from the date of employment.

Section 2. Employees shall accrue vacation leave in accordance with the schedule below:

Length of Service	Employee Rate of Accrual
0 through 4 years	8.67 hrs/month
5 through 11 years	11.33 hrs/month
12 through 17 years	14.67 hrs/month
18 years and after	16.00 hrs/month

Part-time bargaining unit employees, who work at least twenty (20) hours per week, shall accrue vacation leave on a pro rata basis.

No vacation shall accrue when an employee has accumulated the maximum permitted by Section 3 of this Article.

Section 3 – Accumulation. Vacation leave may be accumulated up to a maximum of two hundred and eighty (280) hours for eight (8) hour or ten (10) hour per day (forty [40] hour per week) employees. Part time employees who are members of the bargaining unit may accumulate vacation leave up to a maximum that is a pro rata amount based on the equivalent full-time maximum.

Section 4 – Notice. An employee who has accumulated vacation leave in an amount which when the next month's vacation leave accrual is added will exceed the maximum allowed by section 3, shall request vacation time off. Such request shall be made to the Employer at least fifteen (15) working days before the end of the month.

Section 5 - Scheduling of Vacations. Vacation time shall be scheduled by the Detention Manager based primarily on the needs of efficient operation and availability of vacation relief. Where practicable, an employee shall have the right to determine his/her own vacation time schedule. Employees may request vacation time off up to one (1) year in advance of the requested date. Except by special permission of the Employer, no employee shall be granted a continuous vacation of more than twenty (20) workdays in any twelve (12) month period. Vacation time may be taken in increments of one half (½) day. An employee may request to take vacation in increments as small as one half (½) hour in cases of personal need or emergency. The Employer may limit the granting of vacation increments of less than one half of a workday to not more than five (5) occurrences in any twelve (12) month period. If two (2) or more employees request, at the same date and time, the same period of time for vacation and the conflict cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service shall be granted the vacation time period requested. Once that vacation is granted, length of service is no factor if another employee requests that same period of time.

Section 6 - Vacation Credit. Upon separation of an employee from County service or in the event of the death of an employee, all accumulated vacation credit, not to exceed the maximum accumulation permitted by Section 3, shall be paid either to the employee or the employee's heirs or estate, whichever the case may be.

ARTICLE 17 – PERSONAL DAYS

Section 1 – Personal Days in Lieu of Holidays. Since Juvenile Detention employees are regularly scheduled to work holidays, they shall accrue personal days in-lieu-of holidays for the equivalent of thirteen (13) personal days annually. Such personal days may be used at the discretion of the employee subject to the approval of the Detention Manager or his/her designee.

Section 2 – Accrual. Personal days shall accrue at the rate of 8.666 hours per month for forty (40) hour per week employees. Accrual shall begin with the anniversary date of appointment or assignment to the position for which personal days are authorized.

Section 3 – Maximum Accrual. Employees may accrue a maximum of 104 hours (13 days) of personal days in-lieu-of holidays. Any amount accrued over the maximum is lost.

ARTICLE 18 – SICK LEAVE

Section 1 – Scope. Sick leave shall encompass absence from work by reason of illness or injury or of a condition requiring the care of a physician or required confinement in a hospital. It is intended that employees will use sick leave in the event of his/her own sickness, or if a member of his/her immediate family is sick requiring the employee's assistance. An employee may be required to furnish evidence supporting the need for the use of sick leave at no cost to the County.

Section 2 – Accrual. A full-time employee shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave may be accumulated up to a maximum of one thousand four hundred and forty (1440) hours, for eight (8) hour or ten (10) hour per day (forty [40] hour per week) employees. Employees working less than full-time shall accrue sick leave at a pro rata amount based on the full-time rate, and may accumulate sick leave up to a maximum that is a pro rata amount based on the equivalent full-time maximum.

Section 3 – Notification. Any employee who is ill or unable to report to work for any reason, shall notify the detention center no later than two (2) hours prior to the employee's normal work reporting time or as soon as reasonably possible. In the case of continuing illness, the employee shall continue to notify the Detention Manager of inability to report to work.

Section 4 – Extended Illness Certificate. When an employee has been absent from work because of illness or injury for a period in excess of four (4) working days, the Employer may require certification of an attending physician to substantiate that an illness or injury prevents the employee from working.

Section 5 – Return to Work Certification. When an employee has been absent from work because of illness or injury for a period in excess of four (4) working days, the Employer may require certification of an attending physician that the employee is physically capable of returning to work. The County shall pay the cost of any examination for the purpose of such certification.

Section 6 – Sick Leave without Pay. When an employee has been absent from work because of illness or injury and has exhausted all available time off credits (sick, vacation, personal, compensatory, etc.), the employee may apply to the Board of Commissioners for sick leave without pay for a period not to exceed ninety (90) days. To be considered for sick leave without pay, the employee must submit an application in writing to the Board. The application must be supported by a physician's or practitioner's written opinion that the employee will be able to return to work within the ninety (90) day period. The Board will evaluate the application and will either approve or disapprove it. Should the application be approved, the County shall continue to pay the County's portion of the medical insurance premium for the employee for up to three (3) premium payment periods following the month in which the sick leave without pay was granted. During the sick leave without pay, the employee shall not accumulate sick leave or vacation credit.

Section 7 – Recuperative Leave. If an employee is not eligible for sick leave without pay under Section 6, upon application of an employee, the Employer may authorize recuperative leave without pay, accrual of sick or vacation leave or other benefits, not to exceed one (1) year's duration or until such employee is released by the employee's physician to return to work, whichever comes first. Recuperative leave shall not be granted until all available time off credits has been exhausted.

Section 8 – Family and Medical Leave. Both Federal and State law provide guarantees for employee leaves of absence related to family, parental and pregnancy needs. The Employer recognizes those employee needs and fully supports the provisions of the various statutes and any future amendments. The Employer requires that the eligibility and optional notice requirements of the various statutes be complied with and, in the situation where two County employees from the same family are seeking leave, the total leave allowed would be subject to the optional restrictions in the various statutes. When a condition exists, which is covered by more than one of the statutes discussed below, excluding pregnancy leave, a maximum of twelve (12) weeks of leave will be allowed. The certification requirements detailed in Sections 1, 4 and 5 of this Article also apply for these leaves to include relatives, as the situation requires. With the exception of health benefits, the leaves of absence are without pay or accrual of benefits if the employee is not utilizing sick, compensatory, or vacation leave. The Employer shall pay its portion of up to a maximum of three (3) monthly health (medical, vision, dental) insurance premiums during these family, parental and pregnancy leaves. These payments will only be made after the employee has either utilized all available sick, compensatory and vacation leave or, at the employee's option, reached a leave balance of not more than ten (10) days of sick, compensatory or vacation leave; i.e. the employee can save ten (10) days of leave, if desired, for use upon return. The Employer premium payment would only be continued in this situation if the employee continued to pay the appropriate employee share of the health insurance premium or as required by the various statutes.

(a) Federal Family Medical Leave – The Family and Medical Leave Act of 1993 provides employees with up to twelve (12) weeks of leave per year for an employee's serious illness; the birth, adoption or foster care of a child; or caring for a sick spouse, child or parent. The "plan year" for the leave is the calendar year, January 1 through December 31.

(b) Oregon Family Leave - ORS 659A.150 through 659A.186 provides employees with up to twelve (12) weeks of leave within a one-year period for leave related to employee, family, parental and pregnancy needs.

Section 9 – Absence under Workers' Compensation Program. Should an employee experience an on-the-job injury compensable under the Workers' Compensation program, the County shall supplement the amount of money received by the employee from the Workers' Compensation insurance carrier beginning on the first (1st) calendar day in an amount to ~~insure~~ ensure that the injured employee will receive one hundred percent (100%) of his/her monthly net take home pay. The County's supplemental payment shall be charged against the employee's sick leave accumulation. The County supplemental payment responsibility shall terminate on the date the sick leave accumulation is exhausted.

Section 10 – Hardship Leave. The parties are desirous of providing an opportunity for an employee who is suffering from a very serious illness or injury to receive additional sick leave through a voluntary transfer of vacation or sick leave from a donating employee to a recipient employee under the following circumstances:

(a) Donating Employees:

(1) A regular employee may donate up to five (5) days of accrued vacation or sick leave per year in full day blocks.

(2) Donating employees must maintain a minimum vacation and sick leave accrual balance of ten (10) working days in each after the number of donated days has been subtracted from their vacation or sick balance.

(3) Donating employees shall complete a form approved by the County authorizing the donated hours to be credited to the recipient employee.

(b) Recipient Employees:

(1) Regular employees may receive donated vacation or sick leave days from donating employees. Donated vacation or sick leave days shall be credited to the recipient employee's sick leave accrual balance on a day-for-day basis.

(2) A recipient employee shall be eligible to receive donated vacation or sick leave days only after the recipient employee's sick leave and vacation balances have been completely exhausted.

(3) Donated vacation or sick leave days can be credited to the recipient employee's sick leave account balance only for serious illness or injury of the recipient employee that exceeds fifteen (15) continuous working days.

(4) The maximum number of donated days that a recipient employee will be eligible to receive for one illness or injury shall be eighty (80) working days.

(c) Procedure and Limitations:

(1) Employees may arrange for the donation of days in advance of the need of the recipient employee, but only for a specified, known illness or injury.

(2) In the event donated days are not used by the recipient employee, they will be returned to the donating employee. In the event the recipient employee dies or leaves County employment, the sick leave balance is forfeited.

(3) Donation and receipt of donated days may be made between employees without regard to bargaining unit membership.

(4) The recipient employee (or their representative) shall make the request for donated leave to the Detention Manager who will then relay the request to the Personnel/Benefits section (or Accounting). Donated leave can be utilized during the month donated and future months thereafter.

(d) Exception to Donation and Use Limitations:

(1) An employee with an extremely serious illness or injury may request approval by the Employer for an exception to either the five (5) day donation limit or the eighty (80) working day receiving limit.

(2) If approved by the Employer:

a) A regular employee may donate leave time in full day blocks up to a combined total of ten (10) days per fiscal year. The combined total may not include more than five (5) days of donated sick leave.

b) The eighty (80) working day receiving limit may be increased to a maximum of one hundred and twenty (120) working days.

Section 11 – Sick Leave Use Incentive. The parties are desirous of providing an incentive for the careful use of sick leave by providing a day off if sick leave is not used during an entire 365 day(or 366, in case of a leap year) year. If sick leave is not used by an employee during a full year, the employee will be credited with a day off for use during the following year to use or lose during that year beginning July1st of the first year following execution of this Agreement, employees who do not use sick leave in the next 365 days (or 366, in case of a leap year) will receive a day off for use during the following 365 days. Once an employee uses sick leave, that employee's sick leave incentive calendar will be reset to the day following their use of sick leave. If the employee does not use sick leave for the next 365 days (or 366, in case of a leap year), the employee will receive a day off for use during the next 365-day year. This is meant to provide a rolling twelve (12) month calendar for application of this benefit. The Association will assist in tracking the sick leave incentive calendar. The day off will be scheduled using the procedures detailed in Article 16, Vacation Leave, Section 5, Scheduling of Vacations.

ARTICLE 19 - MISCELLANEOUS LEAVES

Section 1 – Leaves of Absence without Pay. Leaves of absence without pay, accrual of sick or vacation leave and other benefits for a specified period, not to exceed one (1) year, may be granted by the Employer. Application for such leave shall be reviewed by the Employer and either approved or disapproved by the Employer. Leave will not be granted for the purpose of seeking or engaging in gainful employment. If it can be shown that an employee on such leave has engaged in gainful employment, the Employer shall declare the employee's position vacant.

Section 2 – Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with the provisions of the Oregon Revised Statutes.

Section 3 – Jury Duty. An employee shall be granted leave with pay at the regular rate any time he/she is required to report for jury service, in-lieu-of jury service fees which shall be paid over to the County. Should an employee be required to miss work because of court appearances as a party or as a witness, the employee shall not receive pay for that amount of work time missed, except as provided in Section 4.

Section 4 – Leave of Absence with Pay. An employee shall be granted leave with pay should a leave be required for attendance in court in connection with an employee's official assigned duties including the time required traveling to court and returning to his/her duty section. The employee shall pay, to the County, any money received for such court attendance including travel compensation.

Section 5 – Leave for Inclement Weather Conditions. Prior to and/or during inclement weather conditions, the Employer's requirement is to continue to safely operate the Detention Center while recognizing the safety needs of employees. The impact of inclement weather conditions can vary

widely based on employee work and residence locations and the type of inclement weather conditions encountered.

(a) Employer-Directed (at work): When, in the judgment of the Employer, weather conditions require the curtailing of Detention Center operations which results in employees being released by the Employer to go home after the employees have reported to work, the employees shall be paid for the remainder of their work shift.

(b) Employer-Directed (Prior to reporting to work): As possible, the Employer may notify employees not to report to work prior to the beginning of the work shift if inclement weather-related hazardous conditions exist that require the curtailing of Detention Center operations. In the situation of closure prior to reporting for work, employees who do not work shall be authorized to use accrued vacation, compensatory time, or leave without pay during the period when the employee's work is stopped or curtailed.

(c) Employee Requested: If weather conditions become hazardous prior to reporting to work or during the work shift, employees may request leave to stay home or go home prior to the end of the work shift subject to supervisory approval. In such cases where permission is granted, the employee shall have the option to use either accrued vacation, compensatory time or leave without pay.

(d) Leave Without Pay: The Employer may allow an employee to make up time lost due to inclement weather conditions to avoid leave without pay.

Notification: The Employer will attempt to provide notification to employees of weather-related changes to the Detention Center operations prior to their leaving home if the Employer has enough advance notice to do so. The method of notification will be determined and directed by the Detention Manager or Juvenile Department Director.

Section 6 – Compassionate Leave. If an employee must be absent from work because of the death of a person with whom the employee has a close familial relationship, the employee is authorized to request up to four (4) days of paid leave for absence to attend to issues relating to the death such as arranging and attending the funeral services. The request will briefly outline the nature of the relationship and the issues to be dealt with. Additionally, up to two (2) days of sick leave may be used for travel. If requested by the employee, the Employer may grant additional leave time as appropriate.

ARTICLE 20 - HEALTH AND SAFETY PROVISIONS

Section 1 – Facilities and Equipment. The Employer shall make a concerted effort to provide and maintain clean, sanitary, and safe facilities and equipment (to include adequate personal protective and communications equipment) at the Detention Center.

Section 2 – Safety.

(a) Safety Committees: Safety Committees will be established and governed by the Linn County Safety Committee Charter (approved August 29, 1991 to include any updates) and applicable statutes and administrative rules. Training programs which currently exist, including new employee orientation, first aid, CPR, etc., shall continue to be offered by the County as required by law. The

Association shall determine which of its bargaining unit members will serve on Safety Committees in accordance with Article 7, Association Rights, Section 9(a) of this Agreement. Safety Committee members shall receive release time for meetings, training, inspections and activities associated with safety committee functions.

(b) Safety Hazards:

(1) When an employee believes a circumstance or condition exists which appears to or has the potential to create a safety hazard (unsafe work situation, equipment or vehicle, etc), the employee shall attempt to resolve the situation.

(2) If the situation continues, the employee shall notify their supervisor. The Employer will not require the employee to work in an unsafe situation outside their normal course of duties. If the supervisor does not resolve the situation in a satisfactory manner, the employee will then notify a Safety Committee representative and the Detention Manager will notify the Employer or Juvenile Department Director. If the problem remains unresolved by the Safety Committee and/or the Employer or Director, the Employer will then immediately request the assistance of the County's workers compensation insurance provider. The workers compensation insurance provider shall immediately provide the services of a Certified Safety Professional and/or a Certified Industrial Hygienist to meet with an Association Representative, Safety Committee Representative, and the Employer to investigate the problem situation. Any report or recommendation(s) issued by the Workers Compensation insurance provider representative to the Employer shall be immediately taken to resolve the problem.

Section 3 – Communicable Disease Risk. The Employer or Juvenile Department Director will assess, in consultation with the County Health Officer, the on-the-job exposure risk of employees to serious communicable diseases (to include bloodborne pathogens, etc.) and provide necessary immunizations and testing for high risk employees, at the employees' option to accept. The cost of the immunizations and testing will be paid by the County. Employees may obtain the immunizations and testing during paid work hours or, at the employees' option, on their own time during non-work hours. Disagreements over eligibility for immunizations and testing will go directly to the Employer who will, in consultation with the County Health Officer, resolve the issue. Employees will immediately (first knowledge) report on-the-job exposures to communicable diseases to their supervisor so that the incident can be reported to the County's Workers' Compensation insurance provider for coverage of further actions (medical testing, treatment, etc.).

Section 4 – Drugs and Alcohol. The Employer recognizes that employee use of drugs and alcohol, whether on or off the job, may constitute a serious threat to the health and safety of the public, to the safety of fellow employees, and the efficient operation of County offices and departments. The Employer has strong commitments to its employees to provide a safe work environment and to promote high standards of employee health, as well as to the public that they serve to abide by the laws they are entrusted to uphold. The Employer's goal is to establish and maintain a work environment that is completely free from the effects on employees of alcohol and drug use. To achieve that goal, detailed drug and alcohol policies are set forth in the Linn County Personnel Policy. In addition, employees are expected to report to work in a condition to perform their duties in a safe, effective and efficient manner and in no way endanger themselves or their coworkers by working under the influence of drugs or alcohol.

ARTICLE 21 - UNIFORMS AND PROTECTIVE CLOTHING/DEVICES

Section 1 – Requirements. If an employee is required to wear a special uniform or Oregon OSHA-required protective device, it shall be provided by the Employer. Such clothing or device shall remain the property of Linn County. Items of clothing and protective devices provided by the Employer shall not be used by the employee in activities not directly relating to County employment. If upon termination of employment for any reason the employee fails to turn in uniforms, protective clothing or devices, the amount equal to the County's cost to replace this/these item(s) shall be reported to the Accounting Office and a like sum shall be deducted from the employee's final check.

Section 2 – Damage Reimbursement. If an employee's personal property (clothing, glasses, etc.) is damaged or destroyed during the course of employment, a claim for reimbursement may be submitted to the Employer. When verified and approved, reimbursement will be made in accordance with Linn County Policy 10 (Payment of Authenticated Expenditures, May 11, 2010 Rev.). Personal property damage reimbursement claims will not be considered due to normal wear or situations involving normal usage.

ARTICLE 22 - PER DIEM AND TRANSPORTATION

Section 1 – Transportation and Mileage. The Employer agrees to furnish transportation to and from a work site different from the employee's regularly assigned reporting place. Any employee authorized to use their personal vehicle in the performance of their duties as an employee shall be covered by the provisions of and paid at the rate specified in Linn County Policy 20 (Personnel Policy Manual June 29, 2016 Rev), Chapter 6, Expense Allowance, but the mileage reimbursement rate shall not be less than thirty-one cents ($0.31) per mile.

Section 2 – Pier Diem. The Employer agrees that expense reimbursements, (per diem allowance for travel, meals, lodging etc.) shall be covered by the provisions of and paid at the rates specified in the Linn County Policy 20 (Personnel Policy Manual June 29, 2016 Rev), Chapter 6, Expense Allowance. However, the meal per diem allowances shall not be less than $7.00 for breakfast, $9.00 for lunch and $18.00 for dinner.

ARTICLE 23 - PERSONNEL RECORDS

Section 1 – Access. An employee may, upon request, inspect the contents of his/her official personnel file, except for confidential reports from previous employers.

Section 2 – Contents.

(a) Except as provided in subsection (b) below, no information that reflects critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

(b) If an employee is not available within a reasonable period of time to sign the material, or if an employee refuses to sign the material, the Employer may place the material in the files. A statement shall be signed by one (1) management representative and one (1) Association representative that a copy of the document was mailed to the employee at his/her address of record, or that a copy was hand delivered to the employee and that he/she refused to sign.

Section 3. No material reflecting critically on an employee shall be placed in the employee's personnel file that is incorrect or is a misrepresentation of actual facts.

Section 4. Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in his/her personnel file. This employee explanation or opinion shall be attached to the critical material and shall be included as part of the employee's personnel record.

Section 5. An employee may include in his/her personnel file, copies of any employment-related material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which reflects credibly on the employee. This material shall be retained for a maximum of three (3) years, except that licenses or certificates and college course credits shall be maintained in the employee's personnel record as long as they have current applicability.

Section 6. Material reflecting caution, consultation, admonishment, warning, and reprimand shall be retained in the employee personnel file for a maximum of three (3) years, unless related disciplinary actions have been taken during that period. In such cases, the subject material shall be retained for a three (3) year period from the date of the related disciplinary action. The removal of material from the employee personnel file prior to the end of the three (3) year period may be permitted when requested by the employee and the request is approved by his/her Employer.

Section 7. An employee's personnel file is a permanent record of an employee's service, past and present, with the Employer.

ARTICLE 24 – PERFORMANCE EVALUATION

Section 1 – Evaluation Purpose. The employee performance evaluation is a process that is part of the employee/supervisor relationship that focuses on: the work that should be done, the work that actually is done over a specific time period, and how efficiently and effectively the work is done. The performance evaluation represents an opportunity for the supervisor and the employee to openly discuss accomplishments, strengths, and areas for improvement. It should also facilitate a clearer understanding of performance expectations and actions to be taken to further the development of the employee. In addition, the employee should come to know that their work is essential and worthwhile, appreciated and accepted as the critical element in the County's service to the public.

Section 2 – Monitoring and Documenting Performance. A key factor in supervising employees is the ongoing monitoring and documentation of employee performance accompanied by ongoing communication with the employee. This monitoring, documentation and communication should happen throughout the rating period and recognize both good work and areas for improvement or

problems. An employee whose performance does not meet recognized job requirements should be informed as soon as possible and be given an opportunity to improve the substandard performance with supervisory direction and coaching as appropriate. The notification of substandard performance should be documented and occur as far in advance of a performance evaluation as possible.

Section 3 – Rating System. The System consists of a Performance Evaluation Guide, Performance Evaluation Form and Employee Evaluation Worksheet; the Guide, Form and Worksheet are included in Appendix D. Joint training for supervisors and Association Representatives on the System and the evaluation process will be provided per Article 30, Labor Management Committee, Section 4. The System's general features are outlined below:

(a) Performance Factors. There are seven performance factors - initiative, judgment, communications, teamwork, dependability, effectiveness and summary. The rating on the summary factor is used in Article 25, Layoff, Section 4(a)(1) for the computation of layoff credit.

(b) Levels of Performance. There are five levels of performance - outstanding, very good, fully successful, needs improvement and unsatisfactory.

(c) Evaluation Frequency. In general, an evaluation is tied to the event that establishes the employee's anniversary date; i.e. the hire (after the first 6-month step increase, and annually thereafter based upon the 6-month date) or promotion date. The System is intended to increase communications for new or newly promoted employees and to support merit step increases. The evaluation frequencies are shown below:

(1) A full evaluation at six (6) months after hire; then annually from the date of the six (6) month evaluation, through four and a half (4 ½) years after hire; then at six and a half (6 ½) years after hire and then every two (2) years thereafter.

(2) For new employees, a mini-evaluation at three (3) months after hire and twelve (12) months after hire. (Note: a mini-evaluation requires no narrative.)

(3) For newly promoted employees, a full evaluation at six (6) months and a mini-evaluation at twelve (12) months; then into the frequency outlined in (1) above or as required to support merit increases.

(4) In addition, an evaluation will be done "on request" of either party. Special unscheduled evaluations may be required before recommendations for demotion or discharge are made.

Section 4 – Work Plans. When an employee's performance is less than fully successful, as indicated by either a regular performance evaluation or by a special performance evaluation, the Employer shall develop a work plan and appropriate time schedule for completing the work plan with the objective of improving the employee's performance to the fully successful level. Performance improvement work plans shall remain in effect for no more than sixty (60) days. If the required improvement is not achieved during the life of the work plan, the employee shall be subject to disciplinary action up to and including termination of employment. The provisions of Article 27, Grievances, Section 1 (a) apply to the implementation of a work plan, in that the employee may request a union representative.

Section 5 – Grievance Level. Performance evaluations may be grieved to the level of the Employer.

ARTICLE 25 – LAYOFF

Section 1 – Definitions.

(a) A layoff is defined as a separation from employment for involuntary reasons, other than resignation, not reflecting discredit on the employee. An employee shall be given written notice of layoff at least ten (10) working days before the effective date, stating the reason for the layoff.

(b) "Department" means Juvenile Detention.

(c) "Classification" means the descriptive job title and numerical level, when applied. Detention Worker is a descriptive job title. A numeral such as "1", "2" or "3" following the descriptive job title is a numerical responsibility level, with the lowest value numeral; i.e., "1", denoting a lower responsibility level than a higher value numeral; i.e., "2", "3".

(d) "Position" means a particular job identified by classification. When more than one job of the same classification occurs within the Detention Center, the position to be laid off shall be further identified by language that differentiates the particular job subject to layoff from a job of the same classification not subject to layoff.

Section 2 – Procedures.

(a) The Employer shall determine the specific positions to be vacated and the employees in those positions shall be notified in writing of the layoff and of his/her layoff credit score and bumping rights. The Employer shall notify the Association of the layoff credits score of all employees in all affected positions. Employees shall be identified by name.

(b) An employee notified of a pending layoff shall select one of the following options and shall communicate such choice in writing to the Employer within five (5) working days from the date the employee is notified in writing.

(1) An employee may displace an employee of the same classification in the same department with the lowest layoff credit score.

(2) An employee may demote to a position within the same descriptive job title and a lower numerical or alphabetical responsibility level within the department. Demotion may only be made to a position held by an employee with a lower layoff credit score than the employee taking the demotion. Should there be more than one such position, demotion may be only to the position held by the employee with the lowest layoff credit score. Employees who elect to demote shall be placed on the list mentioned in Section 3 for the classification from which he/she demoted.

(3) An employee may elect to be laid off. An employee who elects to be laid off shall be placed on the list provided by Section 3 of this Article for the classification from which he/she was laid off.

(c) To be qualified for an option under Section 2(b), 1 or 2, of this Article, the employee must meet the minimum qualifications for the position classification and must be capable of performing the

specific requirements of the position with a reasonable period of time. A reasonable period of time is defined as approximately two weeks.

(d) Any employee displaced by another employee exercising options under Section 2(b), 1 or 2, of this Article, may also exercise any option available under Section 2(b) of this Article.

Section 3 – Recall. A list of laid off employees will be established for each classification within each department in which a layoff occurred. When, within a twelve (12) month period after layoff, a position is funded as part of the budget process within the classification, within the Department, employees laid off from the department shall have first right of refusal in descending order of the total layoff credit score.

Section 4 – Criteria.

(a) The layoff of employees shall be based on the layoff credit score. The computation of layoff credit shall be made as follows:

(1) Performance Rating: The rating on the summary factor on the Performance Evaluation Form will be used with the following point scale assigned to establish the layoff credit score:

0	Unsatisfactory
10	Needs Improvement
30	Fully Successful
40	Very Good
50	Outstanding

An average score of the last two (2) performance ratings shall be used.

(2) Longevity: Within the County Service or From Date of Transfer – One-third (1/3) point per continuous month. Longevity credits shall be computed from the date of entrance into County service. All part-time employees shall earn longevity credit on a prorated basis.

(3) Layoff credits: Layoff credits shall be the total of (1) plus (2).

If no performance appraisal signed by the employee is in the personnel file, a performance appraisal shall be immediately carried out and shall serve as the basis for determining performance credit score for layoff purposes. If only one performance appraisal signed by the employee is in the personnel file, it may be used alone as the basis for determining performance appraisal credit if it is not more than thirty (30) days old. If it is more than thirty (30) days old, an additional performance appraisal may be immediately carried out, and the scores of the two (2) performance appraisals shall be averaged for determining the performance credit score for layoff purposes.

If it is found that two or more employees in the same classification in the same department in which the layoff is to be made have equal scores for layoff purposes, the order of layoff shall be in inverse order of the greatest length of continuous Linn County service. If this does not break the tie, then the greatest length of continuous service in the department shall be used. If ties between employees still exist, the order of layoff shall be determined by the department in such manner as to conserve for the County the services of the most qualified employee.

ARTICLE 26 - DISCIPLINE AND DISCHARGE

Section 1 – Discipline. Disciplinary action may be imposed upon an employee only for just cause using the principles of progressive discipline. Disciplinary action or measures shall include only the following: documented oral reprimand, written reprimand, suspension without pay or accrual of benefits, or discharge in writing. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, but one or more witnesses may be present.

Section 2 – Procedure for Disciplinary Action. An employee may be placed on Administrative Leave with pay, during which time the Employer shall investigate the nature of the offense and determine whether discipline will result. If the Employer has reason to discipline an employee, the level of severity of the discipline will depend upon the nature of the act committed or the complaint against an employee requiring the Employer to take disciplinary action. When an investigatory interview may lead to discipline of that employee, the Employer shall inform the employee they have a right to Association representation. When an employee believes an interview may result in a disciplinary action against them and requests representation, that request shall be granted.

Section 3 – Discipline/Discharge. Reasons for employee discipline shall include, but not be limited to: dishonesty; theft; working under the influence of alcoholic beverages, or drinking of alcoholic beverages while on the job; sale, use of or possession of illegal drugs and/or marijuana; insubordination, negligent destruction or damage to the Employer's property or the property of other persons employed by Linn County; violation of published and posted departmental rules or being absent without approved leave for three (3) consecutive work days.

Section 4 – Notice to the Association. The Employer shall immediately notify the Association that a bargaining unit member has received a written notice of suspension or discharge. The pre-disciplinary notice required by Section 5 of this Article shall constitute the notice.

Section 5 – Procedure for Economic Discipline or Dismissal. A written pre-disciplinary notice shall be given to an employee against whom a charge of suspension or dismissal is presented. A copy of the written pre-disciplinary notice shall also be given to the Association. If the employee cannot be given the written pre-disciplinary notice at the work place, the Employer shall mail it to the employee at the employee's address as shown in the employee's personnel file via certified mail. Such mailing shall constitute sufficient notice to the employee, so long as the copy to the Association has been provided. Such notice shall also include all known complaints, facts, and charges, a copy of the investigation, all material being relied upon by the Employer as a basis for discipline, and a statement that the employee may be suspended or dismissed, whichever the case may be. The employee will be afforded an opportunity to refute such charges or present mitigating circumstances to the Employer at a hearing on the time and date set forth in the notice, which date shall be not less than seven (7) calendar days from the date the notice is received by the employee or by the Association, whichever is earlier. At the option of the employee, a written response by the date of the hearing may be submitted. The employee shall be permitted to have an Association Representative present.

Section 6 – Applicability of Grievance Procedure. Any disciplinary measure imposed upon an employee may be processed as a grievance. All discharges and suspensions may be appealed by the employee, with representation, immediately to the Employer's Step in the grievance procedure.

Section 7.

(a) When the Employer receives a complaint against an employee from a client or other source which the Employer feels warrants discussion, the complaint shall be discussed with the employee within five (5) working days after its receipt by the supervisor unless it is impractical to do so within such time limits because of the absence of one or both of the parties.

(b) Complaints that are not discussed with the employee shall not be used in an evaluation of the employee that may occur at some future date.

ARTICLE 27 – GRIEVANCES

Section 1 – Grievance Defined/Right to Representation. Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms or conditions of the Agreement. Grievances shall be initiated within fourteen (14) calendar days of the time the grievant or the Association knows or by reasonable diligence should have known of the alleged grievance or the final informal response by the Employer. Upon a written request by the Association, an additional fourteen (14) calendar days prior to the initiation of a grievance for investigation of the issue will be allowed. Grievances shall be reduced to writing and submitted. The parties shall not expand upon the original elements and substance of the written grievance.

(a) Employees covered by the Agreement are at all times entitled to act through an Association Representative in taking any action or following any procedure under this Agreement.

(b) Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Association Representative if the employee elects to be represented by the Association.

Section 2 – Grievance Procedure.

(a) It is the intent of the County and the Association to encourage the employee and supervisor to work together to resolve concerns, issues or complaints in an informal manner. If an employee has a grievance, he/she will first discuss it with his/her immediate supervisor whenever possible. The parties shall conduct face-to-face meetings whenever possible throughout the grievance process.

(b) **Step 1:** The grievant, with or without Association Representation, shall submit the grievance to the Detention Manager within the time limits specified in Section 1. Such grievance shall be submitted in writing. The Detention Manager shall respond to the grievance, in writing, within fourteen (14) calendar days from receipt of such grievance.

Step 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the Juvenile Department Director within fourteen (14) calendar days from the receipt of the response in Step 1. The Director shall respond to the grievant and, if the Association is involved, to the Association, in writing, within fourteen (14) calendar days from the receipt of the Step 2 submission of the grievance.

Step 3: If the grievance is not settled at Step 2, the grievance shall be submitted by the Association, to the County Administrative Officer within fourteen (14) calendar days from the receipt of the response in Step 2. The County Administrative Officer shall respond, in writing, within fourteen (14) calendar days from the receipt of the Step 3 submission of the grievance.

Step 4: If the grievance is not settled at Step 3, the grievance shall be submitted by the Association, to the Board of Commissioners within fourteen (14) calendar days from the receipt of the response in Step 3. The Board of Commissioners will respond, in writing, within fourteen (14) calendar days from the receipt of the Step 4 submission of the grievance.

Step 5: If the grievance has not been settled at the end of Step 4, the grievance may then be submitted to arbitration by the Association.

(c) Grievances may be filed on behalf of more than one employee where they are similarly affected by the action that is being grieved. Such grievances shall be signed by the affected employees and filed at the lowest step where the person hearing the grievance has the authority to resolve it.

(d) Time limits and steps referred to in this Article are binding unless waived by mutual agreement in writing.

Section 3 – Arbitration.

(a) Arbitration Procedure. Within twenty (20) calendar days following the step immediately preceding arbitration, upon request of either the Employer or the Association, a request shall be made to the Employment Relations Board for a list of seven (7) arbitrators willing and qualified to serve. Upon receipt of the list, the parties shall meet within ten (10) calendar days to select an arbitrator, unless otherwise agreed. Both parties shall strike three (3) names from the list. The party requesting the arbitration shall strike the first name followed by the other party striking a name and the process shall repeat itself until one (1) name remains. That person shall be selected as the arbitrator.

(b) Arbitrator's Authority. The arbitrator shall have the authority to interpret and apply the provisions of this contract, but shall not have the authority to amend or modify this contract or to establish new terms and conditions of this contract. A decision or award by an arbitrator shall be final and binding upon the parties.

(c) Fees and Expenses. The fees and expenses of the arbitrator shall be paid by the losing party, as designated by the arbitrator. All other expenses shall be borne by the party incurring them.

ARTICLE 28 - EDUCATIONAL ASSISTANCE

Section 1. The employee will be reimbursed for tuition, books, materials, transportation and necessary lodging if attendance at an educational opportunity, program, or class is required by the Employer.

Section 2 – Training Program.

(a) The Employer will, within budget constraints, provide a work-related, continuing training program, such as the current Linn Area Agency Cooperative Program, for all employees. Information about

all training opportunities will be made available to all departments and employees, and training resources will be distributed equitably as much as possible among employees.

(b) The Employer will, within budget constraints, provide training in the event of technological changes in the workplace to affected employees.

Section 3 – Educational Leave. The County may grant an employee unpaid education leave for a period of time upon application to and approval by the Employer. The purpose of this leave is to provide the opportunity for an employee to receive education or training desired by the employee. Attendance for training or education shall be at a bona fide, recognized organization or institution.

ARTICLE 29 – LABOR-MANAGEMENT COMMITTEE

Section 1 – Committee Purpose. The parties have jointly recognized that the creation of an effective Labor-Management Committee requires trust and commitment and open channels of communication. The parties believe that their working relationship will be enhanced by the creation of a Labor-Management Committee. The purpose of the committee shall be:

(a) Seek mutual respect and understanding between the parties.

(b) Solve problems in the best interest of County residents, employees, and Association members.

(c) Move labor-management relations from adversarial to cooperative relations.

(d) Broaden all employees' understanding of the cooperative process.

(e) Promote participatory decision-making.

(f) Established by agreement of the parties, the Committee shall be authorized to advise the Employer and the Association Executive Board of possible solutions to ongoing issues of mutual interest; i.e., employee benefits, employee training and other workplace issues, etc.

(g) Address issues created by changes in policies, procedures or work rules prior to any formal grievance action if those issues are not resolved within the Detention Center.

Section 2 – Membership. Membership on the Committee shall be four (4) members. Two (2) members shall be appointed by the Association plus the Juvenile Detention Manager and the Juvenile Department Director.

Section 3 – Operational Guidelines. The Committee shall operate by consensus. Any issue affecting labor relations as defined by the Committee may be brought before the Committee for consideration. The Committee is not intended to be a substitute for the grievance process in Article 27, Grievances. The meetings shall be facilitated by rotation of its members. The Committee shall keep a record of its activities and make a reasonable effort to communicate its actions to and receive input from the employees of Linn County.

Section 4 – Joint Training. The Labor-Management Committee will plan and sponsor training to familiarize Association Representatives and County supervisory personnel with the terms and conditions of this Agreement and other labor-management topics as appropriate.

ARTICLE 30 – GUARANTEE OF AUTHORITY

The individuals signing this Agreement in their official capacity hereby guarantee and warrant their authority to act for and bind the respective party whom their signatures purport to represent.

Linn County Juvenile Detention Association:

Rob Mink, President

Charles Altishin, Vice President

Date: 08-31-2019

Linn County:

Roger Nyquist, Commissioner

John K. Lindsey, Commissioner

William C. Tucker, Commissioner

Date: September 17, 2019

APPENDIX A

Classification Plan

The Classification Plan covering all bargaining unit positions represented by the Linn County Juvenile Detention Association is part of this agreement.

The actual descriptions of each classification are available through the
Detention Manager, Juvenile Department Director, through the office of the Board of Commissioners (Room 201), and through the Juvenile Detention Association.

LINN COUNTY PERSONNEL MANAGEMENT SYSTEM

LINN COUNTY JUVENILE DETENTION ASSOCIATION

JULY 1, 2019

CLASSIFICATION	RANGE	SALARY STEPS (1)	(2)	(3)	(4)	(5)	(6)
JUDICIAL							
610 DETENTION WORKER I	09	2,969	3,119	3,274	3,435	3,617	3,791
611 DETENTION WORKER II	13	3,705	3,887	4,080	4,284	4,500	4,725
612 DETENTION WORKER III	15	4,250	4,465	4,687	4,922	5,173	5,425

LINN COUNTY PERSONNEL MANAGEMENT SYSTEM
LINN COUNTY JUVENILE DETENTION ASSOCIATION

JULY 1, 2019

RATE SCHEDULE 8.0 HOUR DAY

RANGE	STEP	MONTHLY	8.0 HOURS	TIME & 1/2	ANNUAL
09	01	2,969	17.12885	25.69328	35,628
09	02	3,119	17.99423	26.99135	37,428
09	03	3,274	18.88846	28.33269	39,288
09	04	3,435	19.81731	29.72597	41,220
09	05	3,617	20.86731	31.30097	43,404
09	06	3,791	21.87115	32.80673	45,492
13	01	3,705	21.37500	32.06250	44,460
13	02	3,887	22.42500	33.63750	46,644
13	03	4,080	23.53846	35.30769	48,960
13	04	4,284	24.71538	37.07307	51,408
13	05	4,500	25.96154	38.94231	54,000
13	06	4,725	27.25962	40.88943	56,700
15	01	4,250	24.51923	36.77885	51,000
15	02	4,465	25.75962	38.63943	53,580
15	03	4,687	27.04038	40.56057	56,244
15	04	4,922	28.39615	42.59423	59,064
15	05	5,173	29.84423	44.76635	62,076
15	06	5,425	31.29808	46.94712	65,100

APPENDIX B

LINN COUNTY JUVENILE DETENTION ASSOCIATION

SALARY PLAN EFFECTIVE JULY 1, 2019

Class. # & Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
610 Detention Worker I	09						
611 Detention Worker II	13						
612 Detention Worker III	16						

Effective July 1, 2016 the County shall make monthly contributions equal to two percent (2%) of the top step Detention Worker II base wages into an HRA VEBA (Voluntary Employees' Beneficiary Association) plan for each employee.

APPENDIX C

PERFORMANCE EVALUATION GUIDE

A. General Comments:

I. PERFORMANCE EVALUATION SYSTEM PURPOSE:

The employee performance evaluation is a process that is part of the employee/supervisor relationship that focuses on:

a. The work that should be done.
b. The work that actually is done over a specific time period.
c. How efficiently and effectively the *work is done.*

The performance evaluation represents an opportunity for the supervisor and the employee to openly discuss accomplishments, strengths, and areas for improvement. It should also facilitate a clearer understanding of performance expectations and actions to be taken to further the development of the employee. In addition, the employee should come to know that their work is essential and worthwhile, appreciated and accepted as the critical element in the County's service to the public.

II. PERFORMANCE EVALUATION SYSTEM RESULTS:

Linn County's system is intended to provide a standard but flexible procedure and forms aimed at making the performance evaluation process as objective and useful as possible. It is also intended to increase and improve communications between the supervisor and the employee.

a. What should it do for employees?

1. Let employees know how well they are doing, what their strengths and weaknesses are on the job.
2. Recognize good work. The evaluation is an opportunity to express approval and appreciation.
3. Serve as a warning to below-standard employees. An employee whose performance does not meet recognized job requirements should be informed as soon as possible and be given an opportunity to improve the substandard performance.

b. What should it do for supervisors?

1. Encourage communication between supervisors and employees. Serve as a basis for constructive discussions with employees on how well they are performing their job.
2. Help to head off serious disciplinary problems.
3. Ensure that supervisors periodically evaluate employees' job performance.
4. Give supervisors a strong role in personnel management.

c. What should it do for the Elected Officials and Department Heads?

1. Help pinpoint weak spots in the operation such as training, supervision, discipline, staffing, etc.
2. Help to evaluate the supervisor's ability. Sometimes "employee" problems are really supervisory problems.

3. Identify employees with supervisory and leadership potential.
4. Improve work performance by ensuring that both supervisors and employees really know what employees are supposed to be doing. The employee may have been improperly trained when starting work or the job may have been changed.
5. Provide a check on proper placement. May show the need for transfer or promotion.

d. What should it do for the County?

1. Measure the overall effectiveness of staff.
2. Provide a key element in program analysis and personnel management.
3. Serve as a basis for merit salary increases.
4. Serve as a check on recruitment and hiring practices.
5. Help to ensure achievement of the County's overall goal of outstanding public service.
6. Serve as a basis, if required, for layoff decisions.

III. THE EVALUATION PROCESS FOR A SUPERVISOR

a. The Process: Three steps are critical to quality performance evaluations - personal observations, evaluating and recording.

1. *Personal Observations:* In making your ratings, you must rely mainly on what you have seen. Learn to observe your employees and get to know their strong points and develop them. Also recognize their weak points and help them improve. Notice their behavior, performance and work including production, efficiency and morale. The observation on which ratings are based must cover the period from the last rating date to the current rating date and nothing that happened outside that rating period.

2. *Evaluations:* Evaluate what you have observed in relation to each factor on the evaluation form. Judge what the employee does. Evaluate performance on the job rather than the importance of the job itself. Compare their performance with the duties of the job.

3. *Recording:* The evaluation form provides a standard format for recording your evaluations for the purposes outlined in Section II above.

b. As You Begin:

1. Familiarize yourself with the Performance Evaluation Form, the Employee Evaluation Worksheet and this Performance Evaluation Guide.
2. Understand thoroughly the duties and requirements of the particular position held by the employee to be evaluated. Review the classification description.
3. Be objective and avoid personal prejudice, bias or favoritism. You are not rating employees on your personal likes or dislikes of certain mannerisms. What matters is measuring competency and effectiveness on the job. Don't discriminate on the basis of race, color, religion, gender, national origin, age, and mental or physical disability.
4. Don't let your evaluation on one factor influence your evaluation on other factors.

5. Base your judgment on demonstrated performance during the rating period, not on past or anticipated performance.
6. Evaluate on the experience of the entire rating period.
7. Consider performance for the rating period only; length of service is not a factor.
8. Provide a Linn County Employee Evaluation Worksheet to the employee. Use of the Worksheet by the employee is optional but it can be a valuable input to the process if returned to you.
9. The use of additional inputs, such as information from outside agencies or peer evaluations, can sometimes provide valuable insight about an employee's performance; if requested, peer evaluation inputs by fellow employees are totally voluntary and are not required to be made.

c. Developing the Evaluation:

1. Be objective and direct in rating the employee's strengths and weaknesses. Don't assume that good work needs no comment or that poor performance will be self-correcting.
2. Use the narrative sections to help describe the employee's performance and provide "specifics". Thoughtful comments give the most complete picture of the employee's performance.
3. Consider unusual circumstances such as employees you have observed for short periods, employees who have done poorly as a result of temporary ill health or unavoidable conditions. In all unusual circumstances, evaluate the actual work performance, but comment fully to indicate reasons.

d. The Evaluation Review with the Employee:

1. Complete the Evaluation form and provide a copy to the employee **before** the review. Schedule the time and place for the review with the employee. Plan to meet in private.
2. Determine what you want to accomplish in the interview and plan your discussion accordingly. The review should be an open discussion of accomplishments, strengths and areas for improvement.
3. Evaluation reviews can produce curiosity, tension or anxiety so be prepared to work through any barriers to an open discussion.
4. Be open to input by the employee - the review is supposed to be a TWO WAY communication period. Remember that the employee may do most of the talking at some points of the interview as follows:
   - In expressing their opinions and feelings on issues.
   - In gaining a better understanding of themselves.
   - In identifying their own areas of needed or potential improvement and in making plans for their accomplishment.
5. Focus the discussion on the evaluation and close when you have made clear whatever points you intended to cover; when the employee has had a chance to make an input; when plans of action have been cooperatively developed; and when you and the employee are at a natural stopping point.

B. Preparation of the Performance Evaluation Form:

I. The Performance Evaluation Form should be typewritten or legibly written ink. The original copy should be sent to the Personnel Files, with a copy retained in the Departmental files (if applicable) and

a copy given to the employee. Make sure all copies can be easily read. If any changes are made after completion, it should be initialed by both the employee and the supervisor.

a. *Who Does the Evaluation? The* individual who is most immediately responsible for the supervision of the employee.

b. *What is a "Mini " Evaluation?* An evaluation using the same form and process with any narrative completely optional. The intent is to provide an interim update in a new employee or promotion situation.

c. *When Are Evaluations Done?*

1. A full evaluation at six (6) months after hire; then annually, after the first six (6) months, through four and a half (4 ½) years after hire; then at six and a half (6 ½) years after hire and then every two (2) years thereafter.

2. For new employees, a "mini" evaluation at three (3) months after hire and twelve (12) months after hire.

3. For newly promoted employees, a full evaluation at six (6) months and a "mini" evaluation at twelve (12) months; then into the frequency outlined in 1 above (or as required to support merit increases).

4. In addition, an evaluation will be done "on request" of either party. Special unscheduled evaluations may be required before recommendations for demotion or discharge are made.

For example:

AFTER HIRE	3 MONTHS	6 MONTHS	12 MONTHS	18 MONTHS & THEN YEARLY THRU 4 ½ YRS	6 ½ YRS & THEN EVERY OTHER YEAR
New Employees	MINI EVAL	FULL EVAL	MINI EVAL	FULL EVAL	FULL EVAL
After Promotion		FULL EVAL	MINI EVAL	FULL EVAL (IF REQ'D FOR STEP) (YRLY OR EVERY OTHER YR THEREAFTER, AS REQ'D OR BASED ON LONGEVTY)	

d. *What .are the Levels of Performance?*

1. **Outstanding:** Total work performance is definitely superior and well above expectations.
2. **Very Good:** Differs from outstanding in terms of degree. The employee, while usually performing above the level of a fully-successful employee, has not achieved a complete constancy of outstanding performance in all areas of work.
3. **Fully Successful:** Work performance is consistently up to or exceeds expectations. This is the performance level which is expected of a qualified employee.

4. **Needs Improvement:** Work performance is below expectations. Positive effort is needed to improve performance.
5. **Unsatisfactory:** Work performance is inadequate and definitely inferior. An employee would not normally be rated unsatisfactory without previous knowledge of unsatisfactory performance.

II. COMPLETTNG THE FORM:

a. Complete the information blocks at the top of the form's front page.

b. Performance Factors:

1. Not all employees do all things well and not all of the things they do are equally important to their job and thus, the evaluation of their work performance. The purpose of this part of the evaluation is to help you avoid rating general impressions and to identify the separate qualities you should look for and rate.
2. The seven (7) "factors" listed each have additional descriptions included on the form to assist in defining what they mean and how they apply. The block should be marked with an "X" and any narrative comments should be consistent; i.e. an "outstanding" block should not be combined with narrative focused on needed improvements. The "Summary" factor is not a product of a specific formula but rather how the employee, in total, has performed. Different classifications will require different skills so the "factors" don't always carry equal value - the summary is thus intended to be just that, the "complete view" of the performance for the time period.

c. Narrative Sections:

1. The narrative sections are intended to amplify the rating of the factors. Although the performance ratings portion of the form is important, most people feel that the comments portions "explain" the evaluation.
   a) Comments can explain to the employee the reasons behind the ratings.
   b) Comments can point the way toward goals and future performance; ratings describe only the past.
   c) Comments can tell how to improve performance; ratings can do no more than indicate whether past performance was good or poor.
   d) Comments are more understandable than ratings and form a better basis for discussion.
   e) Comments can describe actual behavior, incidents, or data and be used as examples.

2. *What to Include in the Narrative Sections:*
   a) Explanation of the ratings as desired (required if evaluated as "unsatisfactory", "needs improvement" or "outstanding").
   b) Specific examples of good work and poor work.
   c) Suggestions for improvement.
   d) Descriptions and results of discussions with the employee.
   e) Goals/objectives to be achieved during the next evaluation period or inputs on how to improve.
   f) Progress since the last evaluation period.
   g) Recognition of good work.
   h) Remarks on areas of performance which are not covered by the rating.

3. *What Not to Include in Narrative Section:*
   a) Hearsay, rumor.
   b) Labels. Don't say the employee is "lazy", "argumentative", etc. Instead describe the behavior or performance itself.
   c) Interpretation of employee attitudes. Again, describe the actual behavior instead.
   d) Long, complicated comments. Keep them to the point.

d. The last section is provided to allow a look forward to the coming year with space to record any agreements regarding such things as career development, objectives, etc.

e. The form is completed with signatures and dates. The employee's signature does not indicate agreement and employee comments may be attached if desired. Additional comments can also be attached expanding on any section if desired.

APPENDIX D

EMPLOYEE INFORMATION

Provided if available and electronically if possible.

To the Juvenile Detention Association President:

Names of new hires to LCJDA-represented positions, salary, salary range, classification, home phone (subject to County policy regarding disclosure), home address (subject to County policy regarding disclosure) or preferred mailing address, date of hire, employment anniversary, sex and date of birth.