COLLECTIVE BARGAINING AGREEMENT

Between

SEIU LOCAL 503

And

LINN COUNTY

Effective July 1st, 2019 to June 30th, 2022

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COLLECTIVE BARGAINING AGREEMENT
(Pursuant to Linn County Resolution & Order No. 2019-328)

ARTICLE 1 - DESCRIPTION OF THE PARTIES

Section 1 – Union. "Union" means the Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (OPEU), Linn County Sub-Local 390, representing the employees described in the Employment Relations Board Certification dated March 8, 1982, Case Number C-216-81, as modified by the letter of William F. Hoelscher dated September 8, 1982, attached as Appendix A hereto.

Section 2 – Employer. "Employer" means the Linn County Board of Commissioners, the Linn County Assessor, the Linn County Clerk, the Linn County Surveyor, the Justice of the Peace and the Linn County Treasurer. "Employer" or "Employers" refers to that Board and those officials both collectively and individually, and is used in this Agreement to describe them in their roles as set out in Article 2, Recognition.

Section 3 – Assessor. "Assessor" means the Linn County Assessor and describes the Linn County Assessor in that official's capacity as set out in Article 2, Recognition.

Section 4 – Clerk. "Clerk" means the Linn County Clerk and describes the Linn County Clerk in that official's capacity as set out in Article 2, Recognition.

Section 5 – 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 6 - Elected Officials. "Elected Officials" means the Linn County Assessor, the Linn County Clerk, the Linn County Surveyor, The Justice of the Peace and the Linn County Treasurer as a unit in their capacity as a multi-employer association bargaining unit as set out in Section 2(a), Article 2, Recognition.

Section 7 – Surveyor. "Surveyor" means the Linn County Surveyor and describes the Linn County Surveyor in that official's capacity as set out in Article 2, Recognition.

Section 8 – Treasurer. "Treasurer" means the Linn County Treasurer and describes the Linn County Treasurer in that official's capacity as set out in Article 2, Recognition.

Section 9 – Justice of the Peace. "Justice of the Peace" means the Linn County Justice of the Peace and describes the Linn County Justice of the Peace in that official's capacity as set out in Article 2, Recognition.

Section 10 – Employee. "Employee" and "Employees" means one or more employees of Linn County who are described in the Employment Relations Board Certification dated March 8, 1982, Case Number C-216-81, as modified by the letter of William F. Hoelscher dated September 8, 1982, attached as Appendix A hereto.

ARTICLE 2 – RECOGNITION

Section 1 – Employers. Except as provided later in this Article, the County, Assessor, Clerk, Surveyor, Justice of the Peace and Treasurer recognize the Union as the sole and exclusive bargaining representative for Linn County public employees who are permanent 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 and temporary employees, interns, volunteers and probationary employees with less than a full month of employment; all District Attorney's Office employees; all Sheriff's Office employees; Juvenile Detention employees in the following classifications: Detention Workers 1, 2 and 3; and Road Department employees in the following classifications: Maintenance Worker I, II, III and IV, Stores Clerk, Serviceworker, Mechanic, Bridge Worker I, II, III and IV, Traffic Control Worker I and II, and Vegetation Management Technician.

Section 2. The Union recognizes the Employers as a multi-employer association bargaining unit in which:

(a) The Assessor, Clerk, Surveyor, Justice of the Peace and Treasurer each have responsibility for negotiating those parts of this Agreement which are non-monetary subjects of collective bargaining as to the bargaining unit employees within their departments.

(b) The County is the governmental entity having responsibility to negotiate those parts of this Agreement which are non-monetary subjects of collective bargaining as to all County departments represented in the bargaining unit except those offices headed by the Assessor, Clerk, Surveyor, Justice of the Peace and Treasurer.

Section 3. Elected officials have associated with the County for the purpose of negotiating all monetary items within the scope of ORS 243.650 to 243.782 and have relinquished to the County responsibility to negotiate those parts of this Agreement which are monetary subjects of the Oregon Public Employees' Collective Bargaining Act (PECBA) as to all employees in the bargaining unit.

Section 4 – Probation. The standard (and minimum) length of probation is six (6) months service. In the circumstance where the Employer needs more than six (6) months to evaluate an employee for regular status, probation may be extended for up to six (6) additional months to a maximum probationary period of twelve (12) months. Any extension of probation shall require written notice of the extension to the employee and the Union and may include suggestions for needed improvement or a plan of assistance, if applicable. In general, the only circumstance where an employee's probation will be extended is when, in the Employer's judgment, that employee has the potential to become a fully productive regular employee.

For representation purposes, the Union shall represent employees in a probationary status 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. Regarding benefits during the first three (3) months of the probationary period, employees are not eligible for insurance coverage per Article 12, or for vacation or sick

leave per Articles 16, and 18 [the leaves are accrued but not credited until after three (3) months of employment].

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 on 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 or the expiration of the thirty (30) day period after the mediator makes public the final offers or thirty (30) days after receipt of the fact finder's report (see ORS 243.712).

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 Union Executive Director of SEIU Local 503 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.

Section 5 – Representatives. The Employer agrees to allow five (5) employees to represent the Union for negotiation, two (2) employees to act as alternates, plus a Union organizer/representative. If training for negotiations is provided as a part of the negotiation process, all seven (7) employees may participate in the training and be in a regular pay status as outlined below. Five (5) employees will participate in the bargaining sessions and those employees will be in a regular pay status for negotiations conducted during the County's normal operation 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 operation hours, shall be granted "flex time" for the number of hours in negotiation 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. Not more than one (1) employee shall be from any single department with less than twenty-five (25) bargaining unit positions. If a single department has a significant number of vacancies, the appointment of a representative from that department will be discussed with the Employer. Once negotiations begin, appointed representatives can participate for the duration of the negotiation process. The Employer and Union agree to work together to minimize the impact of representation on any single office or department's operation. The Union shall distribute representatives to as many work sites, departments or departmental sub-units as possible. The Employer will have five (or less) representatives in the negotiation process.

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 Union 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 Union 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 under ORS 243.698.

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 – Employers. The Union recognizes that an area of responsibility must be reserved to the Employers 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 Employers' 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 Union 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, Interns and Volunteers.

(a) When the Employer is proceeding with planning a proposal to contract out services which exceed sixty thousand dollars ($60,000) annually, normally performed by employees, the Employer will notify the Union of the planned proposal through the Local 390 President and the Labor-Management Committee. The notification will be made in writing including a copy of the proposal and be made prior to Employer implementation of the proposal. The Union will have the opportunity to propose alternative solutions for the services. The Union'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 Union 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. Should any employee, who is a bargaining unit member, become displaced, the Employer agrees to make a good faith effort to place that employee 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. Contracting out services normally performed by employees shall not be used to defeat the normal process for the filling vacancies under Article 10, Filling of Vacancies, of this agreement.

(b) Linn County will provide the Union with a monthly report of all temporary employees, which shall include those employed through temporary agencies. The report will include date of hire, office or departments, and position remarks. 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 with notify the Union through the Local 390 President and the Labor-Management Committee. The notification will be made in writing, including a copy of the proposal, and be made prior to Employer approval of the proposal to provide the Union with the opportunity to propose alternative solutions for the services requirement. The Union'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 shall 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.

(c) The Employer's use of interns and volunteers is acknowledged and accepted. Interns shall be in a learning relationship with an approved post-high-school educational program with the internship normally not to exceed twelve (12) months. It is the intent of the Employer that the use of interns and volunteers shall not be used to defeat the normal process for the filling of vacancies under Article 10, Filling of Vacancies, of this Agreement with any questions referred to the Labor-Management Committee. Linn County will provide the Union with a monthly report of all interns and volunteers. The report will include start date, office or departments, educational program and position remarks.

ARTICLE 7– UNION RIGHTS

Section 1 - Union membership.

(a) All employees covered by the terms and conditions of this Agreement shall become members of the Union or decline to become members of the Union. The Employer shall notify all newly hired employees of this option at the time of employment.

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

Section 2 - Dues Deduction.

(a) Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the County receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide electronic verification to the County upon request.

(b) A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the County electronically by close of business on the business day immediately preceding the twenty-fourth (24th) of each month. The County agrees that new or changed Union payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

(c) Union dues will continue to be deducted until the employee rescinds the request by notification in writing to the Union pursuant to the applicable procedures in the membership ~~des~~ dues check-off authorization. The Union shall transmit membership cancellations to the Linn County Accounting Department. If an employee cancels his/her membership, the Employer shall immediately cease deducting dues payments.

(d) 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 Union dues commencing with the first (1st) paycheck following the employee's return to paid status.

(e) The aggregate deductions (dues and political deductions) of all bargaining unit employees, together with an itemized statement, shall be remitted to the Union 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, last four of the social security number, employee number, continuous service date, work phone number, work email address, work location, terminations, retirements, leave without pay, return from leave without pay, new members, salary changes that would change dues deduction, name changes, or any other personnel action which would affect the amount of dues withheld.

(f) The Employer agrees to automatically adjust the dues amount for employees whose salaries increase or decrease during the term of this Agreement.

Section 3 – Member Communications. The Union 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 Union and bargaining unit employees shall conform to Linn County Policy 21 (Use of County Information Technology, September 29, 1998 rev.). Future revisions of this policy that may affect Union use of the systems shall be subject to interim bargaining rules of the Employment Relations Board.

(a) Bulletin Boards: The County agrees to furnish a bulletin board with a minimum size of approximately 2ft by 3ft for Union use in each separate office or department with three (3) or more bargaining unit employees. In multi-floor buildings, the Union shall be furnished a bulletin board on each floor per department or office where bargaining unit employees work. The Union shall work with the appropriate managers to find space with the aim of maximum accessibility to bargaining unit members. In facilities where there is no County-provided bulletin board, the Union may provide its own. The Union has the responsibility for placing and removing bulletin board material and shall assign a member 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 Local 390 President. If the issue is unresolved, the Employer and the Local 390 President shall meet to resolve any issues.

(b) County Telephone, Scanning, and Inter-office Mail Systems: The Union shall be allowed to use the County's telephone, scanning, and inter-office mail systems to distribute Union material.

(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 Union material such as buttons, pictures, flyers, etc.

(d) Email, and Electronic Scanning: The Union shall be allowed to use the County's email and electronic scanning systems to communicate with bargaining unit employees who have email access. The Union shall not use the County email or scanning systems to advocate for or against any candidate for public office or ballot initiative. However, the Union 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. Union representatives who are otherwise allowed to conduct Union business on work time, such as Stewards and Safety, Labor-Management and Insurance Committee members, shall be entitled to use the email and scanning systems during work time in conjunction with those activities.

Section 4 – Hold Harmless. The Union 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 Union 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 Union for its negligent acts or failure to act under Sections 1 2, 3 and 8 of this Article.

Section 5 - Visits by Union's Organizer or Other Representatives/New Member Orientation.

a) The Union Organizer or Union Steward 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 Union Stewards 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.

b) Orientation by a Union authorized representative for new bargaining unit members regarding this Agreement shall be allowed in the workplace. The orientation shall take place during the Rest Period or Lunch Break and will be subject to the same conditions as paragraph (a) of this section. The Employer will provide new unit members with materials provided by the Union, including a schedule of Union new member orientations, at the new employee Benefits Orientation. The Employer will also provide new employee contact information to a designated Union representative after the Benefits Orientation has been completed. If the Benefits Orientation is for a new employee who works outside the Albany area, the Orientation will be scheduled to coincide with the Union orientation in Albany.

Section 6 - Meeting Space. The Union 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. Union use of County facilities is conditioned upon facilities being left clean and orderly by the Union.

Section 7 - No Discrimination.

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

(b) Neither party shall discriminate on account of race, color, religion, national origin, disability, marital status, veteran status, sexual orientation, gender identity, sex or age (except where sex, age or non-disability are bona fide occupational qualifications), or associated with any protected class.

(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, March 31, 1999 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 Union information as shown in Appendix F in which the Union 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 a Union-represented position, the

Employer will furnish to the employee information provided by the Union as a part of their orientation packet.

Section 9 - Union Stewards.

(a) The employees in the bargaining unit shall be allowed Union Stewards. The Union shall notify the County of the employees who will act as Union Stewards, Chief Union Steward, Union Safety Committee Members and Union Officers. The County and Union agree to work together to minimize the impact of Union Stewards' and Officers' activities on any single office or department's operation and, concurrently, any impact on authorized Union activities.

(b) The Chief Union Steward or an alternate steward 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 Union Stewards shall be limited to sixteen (16) in number. The Union shall distribute stewards to as many work sites, departments or departmental sub-units as possible. The Union shall keep the County informed as to the names of employees designated as Union Stewards by sending a complete list of names to the County and to the department head or elected official of those employees so designated.

ARTICLE 8 – NO STRIKE

Section 1 - Work Stoppage. During the term of this Agreement, the Union shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slowdown or commit other acts of work stoppage.

Upon notification confirmed in writing by the Employer to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union 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 Union shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Union 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 B attached hereto. Appendix B is the applicable part of the Linn County Classification Plan of June 1, 1984, as amended. Appendix B, 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 up to the step prior to arbitration, 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 Union in writing within ten (10) days. If the Union 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 or classification established shall become a part of the Compensation Plan, Appendix C, attached hereto. If a written protest or request is filed as outlined above, the Union, the County and department head 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) working 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 may process the disagreement pursuant to ORS 243.698. 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 five percent (5%) 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.

Section 7 – Supplemental Classifications. Supplemental classifications are used to add duties to an employee's normal, assigned classification. Two supplemental classifications for Union members currently exist – Bilingual Worker and Leadworker – and both provide an additional compensation at the rate of 5% of base salary for a designated employee. Designation for a supplemental classification, and revocation of such designation, is at the sole discretion of the Elected Official, Department Head or their designated representative and is not grievable.

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 fourteen (14) calendar days before the filling of the vacancy, post a notice with the job description, qualifications and requirements of the vacancy on all county department bulletin boards and provide notice to the Union. 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 3, all persons on layoff status shall have first right of refusal to any vacant position, for which they meet the minimum qualifications. A vacancy is defined as a position in the current adopted Budget or a new position approved by the Board of Commissioners that is unfilled.

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 - Lateral Transfer within the Same Classification. It shall be the policy of the Employer to notify employees of vacancies and allow transfers within office, department, program, division functional areas or like duty assignments (for example, within Mental Health Community Support or Adult Outpatient or Child & Family Outpatient, etc.). Approval is subject to the determination of the Employer that the current employee applying for the transfer is well qualified for the vacant position and that the transfer is in the best interests of both the employee and Employer. When two (2) or more current employees (who are otherwise equally qualified) apply for transfer, length of service as a County employee will be the determining factor.

Section 4 - Applicant. Any applicant in the department where a vacancy exists, who meets the minimum job qualifications, shall be interviewed.

Section 5 - Trial Period. An employee who is awarded a new position, either by transfer ~~of~~ 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 job, he/she may do so. If, during the twenty (20) working-day period the Employer decides that the employee

cannot fill the job satisfactorily, the employee shall be returned to his/her former job. The employee's former job 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 6 – 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 probationary period as detailed in Article 2, Recognition, Section 4. 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 rate of pay, without loss of pay during the period of readjustment.

Section 7 – 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 Union regarding the reason and length of the delay (for example, a delay of three (3) 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.

(a) Effective July 1, 2019, employee wages and benefits shall be calculated using the Total Employee Cost Method (Appendix H) for three (3) fiscal years (2019, 2020 and 2021). The base year amount in the calculation for the first year will use fiscal year 2018- 2019 data and be increased by a percentage increase equal to the percentage increase, if any, in the All Cities, CPI-W for December of the prior calendar year with a minimum of zero percent (0%) and a maximum of three percent (3%), plus one percent (1%). In addition, the County will provide insurance benefits as per Article 12 per the TEC method. The second (2nd) and third (3rd) years of the Agreement will use the same method and process to calculate employee wages and benefits.

(b) As part of the Total Employee Cost Method (Appendix H), allocation of each budget year amount shall be accomplished through an interest-based bargaining method between the Employer and the Union to determine the allocations as detailed in the Appendix. Cost-of-living increases shall be the priority after coverage of all employee costs, including health care costs, as detailed in the Appendix. The results of the bargaining process will be subject to ratification by both parties. However, if no agreement can be reached, any funding increases will be applied to cost-of-living increases, after all employee costs are covered.

Appendix C, Salary Schedules, will be updated as needed to reflect any wage increases for each year of the Agreement. As a result of the process above, on July 1, 2019, employee base wages will be increased by 3.02%.

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, less required withholdings, shall be authorized subject to approval by the Employer and the Payroll Department. 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 outside of his/her regular scheduled shift shall receive a minimum of two (2) hours pay.

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 workday.

(2) For all work performed in excess of the normally scheduled 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.

(c) Daily overtime may be waived by mutual agreement between the employee and their supervisor to allow staff to flex their schedule within the work week.

Section 7 - Compensatory Time.

(a) Compensatory time off earned pursuant to Section 6 of this Article may be accumulated to a maximum balance of one (1) week – forty (40) hours for eight (8) hour per day (forty [40] hour per week) employees or thirty-seven and one half (37 ½) hours for seven and one half (7 ½) hour per day (thirty-seven and one-half [37 ½] hour per week) employees.

(b) Compensatory time off shall be scheduled insofar as possible to suit the employees' wishes, unless it creates a hardship in the office or department. In those situations where a high workload period is anticipated (for example, the seasonal workloads in Parks or Roads or a staffing shortage due to retirements, etc.), the Employer may require that employees schedule and use their accumulated compensatory time prior to the start of the high workload period.

(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) working days before the end of the month. If workload in an office or department 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.

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 (900) hours for seven and one half (7 ½) hour per day (thirty seven and one half [37 ½] hours per week) employees, and 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 of service	2.5%
(b) After fifteen (15) years of service	2.5% (total of 5% with both)
(c) After twenty (20) years of service	2.5% (total of 7.5% with all three)

Section 13 – Specialty notification. If management creates a specialty requirement within a classification that requires additional skills, training, accreditation and/or licensing required for hiring, the County will notify the union.

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 Base 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. The level of benefits for the MODA-PPO plan will be maintained through June 30, 2022 as set by the money available through the Total Cost of Compensation Appendix process detailed in Article 11, Salary Administration and in the Total Cost of Compensation Appendix.

Section 2 - Employee Contributions. The County and Union 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.

If, during the term of this Agreement, the plan design is changed by the provider or others, outside of the control of the County, those changes will be implemented with no requirement for further bargaining or any right to grievance.

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

Section 5 - Insurance Committee. A committee shall be formed consisting of three (3) members appointed by the County and three (3) members appointed by the Union. The Committee shall be charged with reviewing insurance carriers, type of plans, level of benefits, cost containment measures, health care utilization and management, user education, and wellness. Committee decisions will be reached by simple consensus. The Committee shall annually recommend changes, if any, in the health, dental, and vision plans to the Board of Commissioners.

The Committee shall receive and review monthly experience reports for total paid claims, total premiums, and loss ratios. The Committee shall also receive annual utilization reports approximately forty-five (45) days prior to the insurance renewals showing hospital days/inpatient/outpatient, claims by major category, emergency room admissions, office visits, mental health usage, as well as any other relevant information. The Committee shall meet as needed as convened by the County to accomplish the work of the committee. All time spent during the work of the Committee shall be considered as work time, but only where the Committee meetings are scheduled within an employee's regularly scheduled shift.

Section 6 - Life Insurance. The 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, the 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 five (5) consecutive days, according to current practice, Monday through Friday inclusive, excluding continuous operations and other department and/or activities that may require an irregular workweek.

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 department head such situations exist, the department head may adjust the work shifts in advance of each occurrence.

Section 3 – Workday. A regular workday shall consist of eight (8) or seven and one-half (7 ½) hours of work as now practiced, except that departments working reduced hours pursuant to Linn County Board of Commissioners Resolution and Order No. 82-172 of May 5, 1982 or any renewal thereof shall continue the workday schedule established thereunder, and part-time employees shall work the appropriate number of hours as scheduled.

Section 4 - Notice of Work Fluctuations. The Employer will notify the Union and affected employees as soon as possible but not less than ten (10) working days in advance of any scheduled change in regular work hours.

Section 5 – Flexing Your Schedule Within the Work Week. Flexing of a schedule within a work week is when a staff is allowed to work extra one day in order to take the same amount of time off within the same work week. Staff may request time off in order to make appointments or run errands but must make up the time in the same work week.

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).

(a) Definitions: The following schedule definitions apply within the limitations outlined in Sections 7 and 8 of this Article.

(1) A flexible work schedule is a varying schedule that provides a specific number of work hours in a monthly pay period that matches the regular work hours for that pay period.

(2) An alternate work schedule is a fixed schedule that provides a specific number of work hours each week which are then managed to provide a consistent monthly pay amount.

(3) 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.

(4) Schedule of definition examples:

FLSA Category	Alternate Work Schedule	Flexible Work Schedule
EXEMPT	Fixed Schedule Specific hours per week managed for consistent pay.	Schedule varies Not to exceed total hours available per pay period.
NON-EXEMPT	Fixed Schedule Specific hours per week not to exceed 40 hours managed for consistent pay.	Schedule varies Not to exceed 40 hours per week.

(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 immediate supervisor 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 supervisor(s). A written response to the request will be provided within fifteen (15) working days.

(c) Request Conflicts: If two (2) or more employee's 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 office or department.

(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 when requested by either the Employer or the employee. Each office or department that uses a flexible/alternate work schedule will develop a flexible/alternate work schedule policy with each policy reviewed and approved by the Labor-Management Committee. All requests for flexible/alternate schedules are subject to change based on the changing needs of the office or department and subsequent requests 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 next level above the direct supervisor (within the Department of Health Services, a grievance can be taken to the Health Administrator) but in no case can be taken to arbitration.

Section 7 – FLSA-Exempt Employees. Employees of Linn County who are exempt from the requirements of the Fair Labor Standards Act and who, in accordance with ORS 653.269 (5)(a) & (b), expressly waive application of ORS 653.268 that overtime be compensated at time and one-half, may have a flexible/alternate work schedule approved which allows the employee to work more than the normal hours required each month, so long as the hours that are in excess of the normal hours for that month are taken off on an hour-for-hour basis (straight compensatory time) in accordance with Article 11, Salary Administration, Section 7, Compensatory Time.

Such employees are not eligible for overtime pay at one and one-half times the hours worked unless,

(a) They are required by their supervisor to work more than their normally scheduled workweek.

(b) The time they are so required to work is time in excess of a previously approved flexible/alternate work schedule.

(c) No part of the time they are so required to work is for training or workshops.

Notwithstanding the provisions in (a) and (b) above, such employees may agree to perform additional work on an hour-for-hour (straight time) basis.

Section 8 – Non-FLSA-Exempt Employees. Notwithstanding the provisions of Article 11, Salary Administration, Section 7 and Section 1 of this Article, employees of Linn County who are not exempt from the overtime provisions of the Fair Labor Standards Act and ORS 653.268, may be allowed to work a flexible/alternate work schedule so long as no more than forty (40) hours are scheduled in any one week, Saturday through Friday, and the hours worked in any one week in excess of thirty seven and one-half (37 ½) are taken off on an hour-for-hour basis (straight compensatory time) in accordance with Article 11, Salary Administration, Section 7, Compensatory Time.

ARTICLE 14 - REST PERIODS AND LUNCH 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 Lunch Period. All employees shall be granted an unpaid lunch period to be taken as near as possible to the middle of each work shift. Unpaid lunch periods shall be not less than thirty (30) minutes nor more than one (1) hour in duration according to present practice.

Section 3 - Paid Lunch Period. Employees engaged in work requiring that they work during the entire shift without a lunch period shall be paid for or granted compensatory time for the length of the lunch period worked in accordance with the provisions of Section 7, Compensatory Time, of Article 11, Salary Administration.

ARTICLE 15 - STANDBY TIME

Section 1 – Scope. Standby time is defined as the time spent filling a requirement by the Employer that an employee be available and able to respond to work for a specified time period. Employee(s) shall be compensated (pay or compensatory time) for performing standby duties. If there is no requirement to be available and able to respond, it is not considered standby time. Sections 2 and 3 of this Article are limited to the Health Services and Juvenile Department "On-Call" Programs. Compensation and compensatory time off shall be granted to employees in accordance with the schedule in Sections 2 and 3 of this Article.

Section 2 - Health Services Department.

(a) Certain employees may be assigned to standby status outside normal working hours, and incident thereto, conduct "off-house pre-admission screening and other crisis intervention" services for acute psychiatric hospital care at designated locations or respond to communicable

disease reports and calls of Public Health significance and/or initiate/facilitate a statutorily required Public Health investigation.

(b) Utilizing only employees who are "professional" under the Fair Labor Standards Act and in accordance with ORS 653.269(5)(a), the County will cover the need for face-to-face off-hours pre-admission screening at locations designated by the County Health Administrator or to respond to communicable disease reports and calls of Public Health significance and/or initiate/facilitate a statutorily required Public Health investigation as follows:

(1) To the extent possible, employees involved will be selected from those who volunteer to perform the duty.

(2) Those selected will be part of a pool from which a rotating schedule will be developed.

(3) The on-call employee will be required to be accessible by pager or telephone and to respond by telephone within fifteen (15) minutes and in person within one (1) hour.

(c) Definitions:

(1) "Work night standby" means standby duty from 5:00 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday until 8:30 a.m. the following morning.

(2) "Holiday standby" means standby duty from 8:30 a.m. on the day of the holiday to 8:30 a.m. on the day after the holiday.

(3) Employees must have their own means of transportation unless a motor pool car has been reserved for this purpose. It is the employee's responsibility to reserve a motor pool car. Employees will not be reimbursed for travel costs when a motor pool car is available and not used by the employee.

(4) "Time worked" (for purposes of compensatory time only) means actual travel time up to a maximum of one (1) hour per round-trip and actual time at the consultation site performing work when such travel time and work is performed within the scope of employment or, in the case of a Public Health professional, time spent initiating/facilitating a statutorily required Public Health investigation.

(5) "Saturday or Sunday standby" means standby duty from 8:30 a.m. Saturday or Sunday morning to 8:30 a.m. on Sunday or Monday morning.

(d) Compensation for service as an on-duty off-hours pre-admission screener or Public Health response staff shall be in addition to regular earnings of the employee and in addition to any compensatory time or overtime earned that arises from other than off-hours pre-admission screening or initiating/facilitating a statutorily required Public Health investigation.

Employee compensation for off-hours pre-admission screening, other crisis intervention services and responding to communicable disease reports, calls of Public Health significance and/or initiating/facilitating a statutorily required Public Health investigation shall be controlled by the Financial Compensation Schedule or the Compensatory Time Schedule as set forth in this Agreement. Although the County prefers to provide financial compensation to

employees for off-hours pre-admission screening or initiating/facilitating a statutorily required Public Health investigation (pursuant to Article 11, Section 6) at the request of the employee, the County Health Administrator may authorize compensatory time off instead of financial compensation. In these instances, the accumulation and use of compensatory time off shall be controlled by Article 11, Section 7, Compensatory Time.

Mental Health Financial compensation shall be as follows: *

Face-to-face screening (not time linked)	$140.07 per screening
Work night standby (15.5 hours)	$93.44 per day
Holiday standby (24 hours)	$132.65 per holiday
Saturday or Sunday standby (24 hours)	$132.65 per day

Public Health financial compensation shall be as follows: *

Response to calls, investigations, etc.	Per Art. 11, Sections 5 & 6
Work night standby (15.5 hours)	$93.44 per day
Holiday standby (24 hours)	$132.65 per holiday
Saturday or Sunday standby (24 hours)	$132.65 per day

*Amounts listed to be adjusted annually based on the COLA calculated in accordance with the current agreement's Article 11 – Salary Administration. The amounts shown above have been adjusted to July 1, 2018.

Compensatory time shall be as follows:

Work night standby (15.5 hours)	2 hours compensatory time plus straight time for time worked over 2 hours
Holiday standby (24 hours)	2 hours compensatory time plus time-and- one-half for time worked over 2 hours
Saturday or Sunday standby (24 hours)	2 hours compensatory time plus time-and- one-half for time worked over 2 hours

(e) In accordance with ORS 653.269 (5)(a) & (b), the provisions of ORS 653.268 are expressly waived for the employees who are subject to this Section.

(f) If, due to the amount of time worked (a minimum of four (4) hours between the hours of 11:00 p.m. and 7:00 a.m.) within the scope of employment while performing standby duty, the employees believe they are unable to perform their work in a competent manner during the next normal work period they shall contact their supervisor to arrange for compensatory time as required by the specific situation.

Section 3 - Juvenile Department. For Juvenile Detention employees subject to "on-call" duty (Registered Nurse) outside the normally scheduled workday, the on-call duty is for a week (seven [7] calendar days) at a time, responding by telephone within fifteen (15) minutes and to the detention center within one (1) hour. By agreement, employees will accrue one (1) day of

compensatory time per week of on-call duty. If a holiday occurs during an on-call duty week, the employee will accrue one and one half (1 ½) days of compensatory time. Accrual and use of compensatory time and any actual responses to the detention center will be compensated (compensatory time or payment) in accordance with Article 11, Salary Administration, Sections 5, 6 and 7.

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:

	Rate of Accrual	
Length of Service	7.5hr (37.5 hr/wk) Employee	8hr(40hr/wk)Employee
0 through 5 years	8.13 hrs/month	8.67 hrs/month
6 through 11 years	10.75 hrs/month	11.33 hrs/month
12 through 17 years	13.75 hrs/month	14.67 hrs/month
18 years and after	15 hrs/month	16 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 three hundred and twenty (320) hours for eight (8) hour per day (forty [40] hour per week) employees and a maximum of three hundred (300) hours for seven and one-half (7½) hour per day (thirty-seven and one-half [37 ½] 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.

(a) Vacation time shall be scheduled by the department head 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. 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 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.

(b) Vacation time can be requested in writing (see Appendix G sample Time Off Request Form) to the approval authority no earlier than one (1) year in advance (exceptions may be granted only for personal special one-time events; for example, reunions, graduations, birthdays, anniversaries, etc.). Under normal circumstances, the Employer will approve or deny a vacation request in writing as soon as practicable, but no later than three (3) weeks from the date submitted. If there are conflicts between employees regarding scheduling vacations, the first option for resolution should be between the employees themselves. If resolution cannot be reached and two (2) or more employees request, at the same date and time, the same period of time for vacation, 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 – HOLIDAYS

Section 1 – Holidays. The following days are paid legal holidays for bargaining unit members:

New Year's Day – January 1
Martin Luther King, Jr's Birthday – 3rd Monday in January
Presidents' Day – 3rd Monday in February
Memorial Day – Last Monday in May
Independence Day – July 4
Labor Day – 1st Monday in September
Veterans' Day – November 11
Thanksgiving Day – 4th Thursday in November
Day after Thanksgiving – 4th Friday in November
Christmas Eve afternoon (1/2 day)
Christmas Day – December 25
Floating Holiday – (to be taken between June 1 and May 31 in the year earned. This day off shall be scheduled so as to allow operation of all County Departments)
Seasonal Holiday – (as provided in Article 17, Section 3, Holidays)

Section 2 – Christmas Eve Holiday scheduling. The half-day Christmas Eve holiday will be taken beginning at Noon for regular full-time employees.

If Christmas Day falls on a Saturday, the 1/2 day for Christmas Eve will be taken on Thursday with the Christmas holiday taken on Friday. If Christmas Day falls on a Sunday, the 1/2 day for Christmas Eve will be taken on Friday with the Christmas holiday taken on Monday. If Christmas Day falls on a Monday, the 1/2 day for Christmas Eve will be taken on Friday.

Section 3 - Seasonal Holiday. A holiday season day off shall be a paid holiday to allow an employee to enjoy the holiday season, generally late November to early January. The seasonal

holiday is to be taken between June 1 and May 31 in the year earned. This day off shall be scheduled so as to allow operation of all County offices and departments.

Section 4 - Weekend Holidays. Whenever a holiday falls on Saturday, the preceding Friday shall be considered to be the holiday. Whenever a holiday falls on Sunday, the following Monday shall be considered to be the holiday. Employees working on an irregular workweek shall receive the same number of holidays as employees working the regular Monday through Friday workweek. Holidays, which occur during paid vacation or sick leave with pay, shall not be charged against such leave.

Section 5 - Holiday Pay. Actual work performed on holidays which fall within the employee's workweek shall be compensated as overtime worked. In addition, that employee shall receive a full day's pay in-lieu-of the regular paid holiday.

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 an employee 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 one (1) day for each month worked. Employees working less than full-time shall accrue sick leave at a pro rata amount based on full-time rate.

Section 3 – Notification. Any employee who is ill or unable to report to work for any reason, shall notify his/her immediate supervisor or designee as soon as the inability to report to work is known but no later than fifteen (15) minutes following the employee's normal work reporting time. In the case of continuing illness, the employee shall continue to notify his/her immediate supervisor 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 not covered by the employee's insurance 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 sick leave and vacation leave credit, 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 of this Article, 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 sick leave and vacation leave 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. Linn County will comply with FMLA and OFLA, as required and as herein outlined. The Employer requires that the eligibility and optional notice requirements of the various statutes be complied with and, in the situation where two (2) 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 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 or their immediate family who is suffering from a very serious condition as described in Article 18, Section 1 Sick Leave to receive additional sick leave to use as described in Article 18, Section 1 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 or sick leave accrual balance of ten (10) working days after the number of donated days has been subtracted from their vacation 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 a condition involving the recipient employee that exceeds fifteen (15) consecutive 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.

(5) The County may require an employee to provide documentation from the employee's medical care provider of the very serious health condition.

(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.

(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 their supervisor, 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 condition 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.

(e) Hardship Leave Pool:

(1) Donating employees may choose to donate up to ten (10) days of vacation leave per calendar year to a hardship leave pool for use by bargaining unit members.

(2) Any sick leave or vacation donation under subsections (a) and (d), above, will reduce the ten (10) day donation allowance under this subsection.

(3) Donated vacation leave in the hardship leave pool will carry over from year to year in the leave pool available balance.

(4) The hardship leave pool will be accessible, as an alternative to individual leave donations, to recipient bargaining unit members who otherwise qualify for hardship leave pursuant Section 10 of this Article. However, the leave use limitations are not cumulative. Priority for leave pool usage will be determined based upon the date and time of request.

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 fiscal year. If sick leave is not used by an employee during a fiscal year, the employee will be credited with a day off for use during the following fiscal year to use or lose during that year. For example, if an employee does not use sick leave in FY 1999-2000, that employee will be entitled to one day off in FY 2000-2001 but will lose that entitlement if not used during FY 2000-2001.

The day off will be scheduled using the procedures detailed in Article 16, Vacation Leave, Section 5, and 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 - Leave for Union Business.

(a) An employee who is elected to a position of Union Steward or to the Union Board of Directors may be granted a leave of absence without vacation accrual, sick leave accrual, or other benefits if requested by both the Union and the employee for a period not to exceed one (1) year.

(b) Official Union delegates and members of the Union Board of Directors shall be allowed to use accrued vacation leave, accrued compensatory time or be granted a leave of absence without pay to attend the Union General Council Meeting. Leave for this purpose shall not exceed three (3) days in any twelve (12) month period.

Section 3 - Military and Peace Corps Leave. Military and Peace Corps leave shall be granted in accordance with the provisions of the Oregon Revised Statutes.

Section 4 - 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 5 of this Article.

Section 5 - 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 6 - Leave for Inclement Weather Conditions. Prior to and/or during inclement weather conditions, the Employer's intent is to continue to provide service to the public 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 closing or curtailing of office or department 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 closing or curtailing of office or department 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.

(e) Notification: The Employer will attempt to provide notification to employees of weather-related closures prior to their leaving home if the Employer has enough advance notice to do so. The method of notification will include radio announcements and may also include phone messages. The Employer will notify employees of the radio station selection for the announcement within thirty (30) days after the signing of this Agreement by email and will post the notice on the Employer bulletin boards.

Section 7 – Leave for Closures Not Due to Weather Conditions. While the Employer's intent is to continue to provide uninterrupted service to the public, actions such as external threats may force unplanned temporary facility closures. If employees are in their workplace when such a closure occurs and employees are released by the Employer to go home, the employees shall be paid for the remainder of their work shift. If employees are not yet in their workplace when the closure occurs, the employees shall be paid for two (2) hours (or time worked if more than two hours). The provisions of Section 6 of this Article apply regarding use of paid or unpaid time off and closure notification.

Section 8 - 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 work sites of employees.

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 Union shall determine which of its bargaining unit members will serve on Safety Committees in accordance with Article 7, Union Rights, Section 9(a) of this Agreement. The Road Department Safety Committee shall include a minimum of one (1) member of the Union Bargaining Unit. 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 supervisor will notify the Employer or department head. If the problem remains unresolved by the Safety Committee and/or the Employer or department head, 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 a Union 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.

(c) The Employer will provide annual emergency response and personal safety training to employees to review potential situations and procedures.

Section 3 - Communicable Disease Risk. The Employer or department head will assess, in consultation with the County Health Officer, the on-the-job exposure risk of employees to serious communicable diseases (to include Blood borne 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 and applicable office and department (Department of Health Services) policies.

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 – Laundry Allowance. The County shall pay twenty dollars ($20.00) per month allowance for laundering the uniforms for County employees in Parks, Animal Control, Expo and General Services.

Section 3 – Uniform and Shoe Reimbursement. Park Rangers, Construction and Maintenance Workers of the Linn County Parks Department, plus Survey Techs shall receive a one hundred seventy-five dollar ($175.00) per year reimbursement allowance toward the purchase of uniforms and protective shoes.

Maintenance Workers and Groundskeepers in General Services and Operations Maintenance Workers in the Expo shall receive a one hundred and twenty dollar ($120.00) per year reimbursement allowance for the purchase of at least one pair of pants and a shirt each year with any remaining allowance to be used on pants, shirts, sweatshirts or a coat at the employee's choice. The employee is expected to use the allowance to maintain a daily professional appearance by wearing work clothing that is not worn, stained or torn. An additional twenty dollars ($20.00) per year will be reimbursed toward the cost of protective shoes. Custodians shall receive the same benefits; except they will not receive the protective shoe allowance. The County reserves the right to determine the clothing style and color in consultation with the employees.

Section 4 – 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, January 2, 1991 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 22, 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 - Per 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 March 31, 1999 Rev), Chapter 6, and Expense Allowance. However, the meal per diem allowances shall not be less than $6.00 for breakfast, $8.00 for lunch and $16.00 for dinner.

ARTICLE 23 - PERSONNEL RECORDS

Section 1 – Access. An employee may, upon request, inspect and obtain a copy of the contents of his/her official personnel file, except for confidential reports from previous employers. A union representative may request and/or inspect the contents of a bargaining unit employee's personnel file with the employee's specific written authorization provided to the County.

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) Union 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. If an employee believes that material which is incorrect or is a misrepresentation of actual facts is placed in the personnel file, the employee may provide a brief rebuttal statement to be placed in the file.

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 creditably 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 and sustained 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. Upon execution of this Agreement, the County will commence to place a copy of the job announcement that was used to hire an employee into that employee's personnel file.

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 stewards 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 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 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 competent, 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 competent 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.

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.

Upon request, the County will meet with the union to discuss alternatives to layoff and/or the bumping options for any given impacted employee.

(b) "Department" means each of the following:

Assessor's Office (Assessment & Taxation)
Alcohol & Drug Program
Clerk's Office
Developmentally Disabled Program
Environmental Health Program
Fair & Expo Center
General Administration
Health Services Office Specialists (all employees in this classification)
Health Department Billing Unit
Juvenile Department
Justice of the Peace Court
Mental Health Program
Parks and Recreation
Planning and Building
Public Health Program
Road Department
Surveyor's Office
Treasurer's Office

(c) "Classification" means the descriptive job title, and numerical or alphabetical responsibility level, when applied. It also means, for Health classifications only, the clinical specialty of the position; i.e. adult, child, children & family, etc. Upon execution of this Agreement, the County will commence to place a copy of the job announcement that was used to hire an employee into that employee's personnel file.

For example: Mental Health Specialist and Building Inspector are descriptive job titles. 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." A letter such as "A," "B" or "C" following the descriptive job title is an alphabetical responsibility level, with "A" representing the highest level of responsibility and "B" and "C" in sequence, correspondingly lower. "Mental Health Specialist 1" is a classification, and "Mental Health Specialist 1" "Mental Health Specialist 2," and "Mental Health Specialist 3" are each classifications separate from each other.

(d) "Position" means a particular job identified by classification. When more than one job of the same classification occurs within a department, 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 Union 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) As specified in Section 1, (b) of this Article, an employee may demote to a position with the same descriptive job title and a lower numerical or alphabetical responsibility level within the current department. An employee may also demote to a position they had previously held within the current 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 of this Article 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) Within Departments: 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.

(b) Between Departments: For those classifications (example Office Specialist) that are used by more than one department, a consolidated list for each such classification will be established. When, within a twelve (12) month period after layoff, a vacancy occurs in that classification in a department that has exhausted or has no department recall list, employees on the consolidated list shall have first right of refusal for the vacant position in descending order of the total layoff credit score. The employee must meet the minimum qualifications for the position and must be capable of performing the specific requirements of the position. Employees shall have a trial period of no more than three (3) months, during which either the Employer or employee may decide that the job is not being filled satisfactorily, in which case the employee would be returned to the department and consolidated recall lists with the same total layoff credit score.

(c) Notification: The County will recall an employee on the layoff list by registered or certified mail, return receipt requested, to the employee's address as shown in County records. If the employee does not respond within ten (10) working days of the sending of the letter, or if the letter is returned as undeliverable or unsigned, the employee shall lose their recall rights under the layoff list. The employee has five (5) working days to accept any recall offer and to return to employment within that time, unless mutually agreed otherwise. If an employee declines recall, or fails to timely respond to a notice of recall, to County employment, the County shall remove the employee from the recall/layoff list. Employees are responsible for keeping the County informed of their current mailing address for purposes of the recall list.

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
20	Fully Successful
30	Very Good
40	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 or, for those cases where an employee has transferred out of a County bargaining unit that restricts longevity credit to service within that unit, from the date of transfer out of that unit. 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).

(b) 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 and the evaluation is more than fourteen (14) months old the Department Head or Elected Official may call for a special evaluation.

(c) If it is found that two (2) 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, temporary suspension with pay and benefits, temporary 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 - Disciplinary Action. Disciplinary action may be imposed upon an employee for misconduct or for failing to fulfill responsibilities as an employee. Cause for disciplinary action may also include, but is not limited to: dishonesty; theft; drunkenness; reporting for work or working under the influence of alcoholic beverages or drinking an alcoholic beverage on the job; possession of a firearm or other dangerous weapon; sale, use or possession of illegal drugs; insubordination; negligent destruction or damage to the Employer's property; disrespectful or abusive attitude; the willful giving of false information at any time; withholding information with the intent to deceive when making application for employment; violation of published and posted departmental rules; conviction of a crime; suspension or revocation of driver's license when possession of a valid driver's license is a condition of employment; and fighting.

Section 3 - Procedure for Disciplinary Action. 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 may, at the Employer's discretion, inform the employee that the provisions of Article 27, Grievance, and Section 1(a) apply. When an employee believes an interview may result in a disciplinary action against them and requests representation, that request shall be granted. When a complaint against an employee does not warrant discharge, the disciplinary action will, at the Employer's judgment, be based on the severity of the complaint and take the form of: (1) clearly stated and documented oral reprimand; (2) written reprimand; or (3) written suspension.

Section 4 – Discharge. Based on just cause to discharge or dismiss an employee, the said employee may be suspended immediately, during which time the Employer shall investigate the nature of the offense and determine whether the suspension will result in discharge. Notice of the suspension shall be in writing and shall state that the employee is subject to potential discharge, the length of the suspension, whether the suspension is with or without pay, and the nature of the offense. Reasons for employee discharge or dismissal shall include, but not be limited to:

dishonesty; theft; conviction for a crime; drunkenness; working under the influence of alcoholic beverages, or drinking of alcoholic beverages while on the job; possession of firearms or other dangerous weapons; sale, use of or possession of illegal drugs; insubordination, negligent destruction or damage to the Employer's property or the property of other persons employed by Linn County; or being absent without approved leave for three (3) consecutive work days.

Section 5 - Notice to the Union. The Employer shall immediately notify the Union that a bargaining unit member has received a written order of suspension or written notice of discharge. The pre-dismissal notice required by Section 6 of this Article shall constitute the notice of discharge mentioned in this Section.

Section 6 - Procedure for Dismissal. A written pre-dismissal notice shall be given to an employee against whom a charge of dismissal is presented. A copy of the written pre-dismissal notice shall also be given to the Union. If the employee cannot be given the written pre-dismissal 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 Union has been provided. Such notice shall also include the then known complaints, facts, and charges and a statement that the employee may be dismissed. The employee may 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 employees or by the Union, 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 a Union Steward present.

Section 7 - 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 8.

(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 thirty (30) calendar days of the time the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance or the final informal response by the Employer. Grievances shall be reduced to writing and submitted on the form identified as the SEIU Local 503, Official Statement of Grievance Form, and Appendix E. 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 a Union Steward 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 Union Organizer or designated Union Steward if the employee elects to be represented by the Union.

Section 2 - Grievance Procedure: Board of Commissioners.

(a) It is the intent of the County and the Union 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:**

(1) The grievant, with or without Union Representation, shall submit the grievance to his/her immediate supervisor within the time limits specified in Section 1 of this Article. Such grievance shall be submitted on the form identified as Official Statement of Grievance Form. The immediate supervisor shall respond to the grievance, in writing, within ten (10) working days from receipt of such grievance.

(2) Within the Department of Health Services and when the program manager is not the immediate supervisor, if the grievance is not settled at Step 1, the grievance shall be submitted to the program manager. The grievance shall be submitted to the program manager within ten (10) working days from the receipt by the grievant of the immediate supervisor's response in Step 1. The program manager will respond to the grievant, in writing, within ten (10) working days from the receipt of the grievance.

Step 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the department head within ten (10) working days from the receipt by the grievance of the response in Step 1. The department head shall respond to the grievant, in writing, within ten (10) working days from the receipt of the grievance.

Step 3: If the grievance is not settled at Step 2, the grievance shall be submitted to the County Administrative Officer within ten (10) working days from the receipt by the grievant of the

response in Step 2. The County Administrative Officer shall respond, in writing, within ten (10) working days from the receipt of the grievance.

Step 4: If the grievance is not settled at Step 3, the grievance shall be submitted to the Board of Commissioners within ten (10) working days from the receipt by the grievant of the response in Step 3. The Board of Commissioners will respond, in writing, within ten (10) working days from the receipt 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.

(c) Grievances may be filed on behalf of more than one (1) 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 - Grievance Procedure: Assessor's and Clerk's Offices.

(a) It is the intent of the Assessor, the Clerk and the Union 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:** If the grievance has not been resolved to the grievant's satisfaction informally, the grievant, with or without Union representation, shall submit the grievance to his/her immediate supervisor within the time limits specified in Section 2. Such grievance shall be submitted on the form identified as Official Statement of Grievance Form. Within ten (10) working days from receipt of the grievance, the immediate supervisor shall either grant the relief requested or refer the grievance to the Chief Deputy or Chief Appraiser, whichever is appropriate, and notify the grievant of the referral. The Chief Deputy or Chief Appraiser will respond to the grievant, in writing, within ten (10) working days from the receipt of the grievance.

Step 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the Assessor or Clerk, whichever is applicable, within ten (10) working days from receipt by the grievant of the response in Step 1. The Assessor or Clerk, or person designated by the Assessor or Clerk shall respond to the grievant in writing, within ten (10) working days from the receipt of the grievance.

In instances where the Chief Deputy or Chief Appraiser is the immediate supervisor, and the grievant is dissatisfied with the result of the informal discussion in (a) above, the grievant, with or without Union representation, shall submit the grievance in writing to the Chief Deputy or Chief Appraiser within the time limits specified in Section 1. Such grievance shall be submitted on the form identified as Official Statement of Grievance Form. The Chief Deputy or Chief Appraiser shall respond to the grievant in writing within ten (10) working

days from the receipt of such grievance. If the grievant is not satisfied with the response, Step 2 procedures shall be followed.

Step 3: If the grievance has not been settled at the end of Step 2, the grievance may then be submitted to arbitration.

(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.

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

Section 4 - Grievance Procedure: Surveyor's Office.

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

(b) **Step 1:**

(1) If the grievance has not been resolved to the grievant's satisfaction informally, the grievant, with or without Union representation, shall submit the grievance to his/her immediate supervisor within the time limits specified in Section 1of this Article. Such grievance shall be submitted on the form identified as Official Statement of Grievance Form. Within five (5) working days from receipt of the grievance, the immediate supervisor shall either grant the relief requested or refer the grievance to the Surveyor and notify the grievant of the referral. The Surveyor or person designated by the Surveyor shall respond to the grievant, in writing, within ten (10) working days from the receipt of the grievance.

(2) In instances where the Surveyor is the immediate supervisor, and the grievant is dissatisfied with the result of the informal discussion in (a) above, the grievant, with or without Union representation, shall submit the grievance to the Surveyor within the time limits specified in Section 1of this Article. Such grievance shall be submitted on the form identified as Official Statement of Grievance Form. The Surveyor or person designated by the Surveyor shall respond to the grievant, in writing, within ten (10) working days from the receipt of such grievance.

Step 2: If the grievance has not been settled at the end of Step 1, the grievance may then be submitted to arbitration.

(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 5 - Grievance Procedure: Treasurer's Office.

(a) It is the intent of the Treasurer and the Union to encourage the employee and the 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 with the Treasurer whenever possible. The parties shall conduct face-to-face meetings whenever possible throughout the grievance process.

(b) **Step 1:** If the grievance has not been resolved to the grievant's satisfaction informally, the grievant, with or without Union representation, shall submit the grievance to the Treasurer within the time limits specified in Section 1 of this Article. Such grievance shall be submitted on the form identified as Official Statement of Grievance Form. The Treasurer or person designated by the Treasurer shall respond to the grievant, in writing, within ten (10) working days from the receipt of such grievance.

Step 2: If the grievance has not been settled at the end of Step 1, the grievance may then be submitted to arbitration.

(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 6 - Grievance Procedure: Justice of the Peace Office.

(a) It is the intent of the Justice of the Peace and the Union to encourage the employee and the 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 with the Justice of the Peace whenever possible. The parties shall conduct face-to-face meetings whenever possible throughout the grievance process.

(b) **Step 1:** If the grievance has not been resolved to the grievant's satisfaction informally, the grievant, with or without Union representation, shall submit the grievance to the Justice of the Peace within the time limits specified in Section 1 of this Article. Such grievance shall be submitted on the form identified as Official Statement of Grievance Form. The Justice of the Peace or person designated by the Justice of the Peace shall respond to the grievant, in writing, within ten (10) working days from the receipt of such grievance.

Step 2: If the grievance has not been settled at the end of Step 1, the grievance may then be submitted to arbitration.

(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 7. In the event an employee in the Assessor's, Clerk's, Surveyor's or Treasurer's Office submits a grievance on the Official Statement of Grievance Form and the Employer determines that the subject matter of the grievance is one over which the Assessor, Clerk, Surveyor or Treasurer cannot grant the relief requested because the relief requested has economic aspects which are under control of the Board of Commissioners, the Employer shall immediately refer all or part of the grievance to the County Administrative Officer. The Assessor, Clerk, Surveyor or Treasurer, at his/her option, may separate a grievance into issues which have economic aspects for referral to the County Administrative Officer and issues which do not have economic aspects, which shall be acted on pursuant to the appropriate grievance procedure for Assessor, Clerk, Surveyor or Treasurer. The grievant shall be notified of the referral. A grievance so referred shall thereafter be handled in accordance with Section 2, Steps 3, 4 or 5 of this Article. The Assessor, Clerk, Surveyor or Treasurer will be bound by the final decision on any grievance so referred.

Section 8 – Arbitration.

(a) Arbitration Procedure. Within twenty (20) workdays following the step immediately preceding arbitration, upon request of either the Employer or the Union, a request shall be made to the Employment Relations Board for a list of seven (7) arbitrators who limit their travel charges to within the State of Oregon and are willing and qualified to serve. Upon receipt of the list, the parties shall meet within ten (10) workdays to select an arbitrator. Both parties shall strike two (2) 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 shared equally by the Employer and the Union. 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 bonafide, recognized organization or institution.

ARTICLE 29 - OUTSIDE EMPLOYMENT (MENTAL HEALTH DEPARTMENT)

Employment of Mental Health Department employees by a business, agency, private client or other entity, other than Linn County, in a Mental Health related activity, is prohibited, except as permitted by the Mental Health Department Procedures and Guidelines regarding outside employment adopted by Order 82-280 of the Board of County Commissioners. Any appeals of this Article by employees shall be handled under Article 27, Grievances, of this Agreement.

ARTICLE 30 – 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 Union 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) Seek to understand and be understood.

(g) Established by agreement of the parties, the Committee shall be authorized to advise the Employers and the Union Executive Committee of possible solutions to ongoing issues of mutual interest; i.e., contracting out, use of temporary employees, vacant positions, employee benefits, employee training and other workplace issues, etc.

(h) Subject to the provisions of Article 6, Section 1, address issues related to Employers' policies, procedures or work rules prior to any formal grievance action if those issues are not resolved within the affected office or department.

Section 2 – Membership. Membership on the Committee shall be ten (10) members. Four (4) members shall be appointed by the Union and four (4) members appointed by the Employer. The assigned Union Organizer and the County Administrative Officer shall participate in Committee operations and provide counsel to members and shall have voting rights.

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 Union Representatives and County supervisory personnel with the terms and conditions of this Agreement and other labor-management topics as appropriate. As a minimum, the training will be provided annually.

ARTICLE 31 – 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.

SEIU Local 503, OPEU:

Melissa Unger, Executive Director

Lisa Walker, Bargaining Team

Nathaniel Tisdell, Bargaining Team

Heather Hankins, Bargaining Team

Rich Farrier, Bargaining Team

Evan Paster, SEIU Organizer

Date: 9-26-19

Linn County:

Roger Nyquist, Commissioner

John K. Lindsey, Commissioner

William C. Tucker, Commissioner

Andy Stevens, Assessor

Steve Druckenmiller, Clerk

Tom Casey, Surveyor

Michelle Hawkins, Treasurer

Jessica K. Meyer, Justice of the Peace

Date: 10-8-2019

APPENDIX A

DEPARTMENT OF JUSTICE
100 State Office Building
Salem, Oregon 97310
Telephone: (503) 378-4400

September 8, 1982

Peter DeLuca
Staff Counsel
Oregon Public Employes' Union
P. O. Box 12159
Salem, Oregon 97309

Re: Collective Bargaining Representation of the Employes of the Separately Elected Officers of Linn County

Dear Mr. DeLuca:

This is further to the letter of July 27, 1982, from Fred. Hasle of the Oregon Public Employes' Union (OPEU) staff to the several separately elected officers of the County of Linn requesting that they designate Mr. William L. Offutt, Administrative Officer of Linn County, to represent them in the collective bargaining negotiations between representatives of OPEU and Linn County which have recently begun, and further to our several discussions on this matter.

It is my understanding that on behalf of the OPEU, you are in agreement with me that the separately elected officers of Linn County, namely the Assessor, County Clerk, Treasurer, Justice of the Peace and Surveyor are each individual "public employers" within the meaning of ORS 243.650(18), and, as such, are entitled to negotiate with the OPEU individually for the employes appointed by them and in their respective offices, separately from the negotiations with the County Commissioners, pursuant to the recent decisions of the Employment Relations Board in the Barron and Norblad cases, despite the fact that the Employment Relations Board certified a single collective bargaining unit, except for the Road Department and the Sheriff's Department, in ERB Case No. C-216-81.

Based on this understanding, I have advised the separately elected officials to form an informal multi-employer association bargaining unit of all of the separately elected officers of Linn County, except the County Sheriff and the District Attorney, for the purpose of negotiating all nonmonetary mandatory subjects of collective bargaining, and to further associate this multi-employer bargaining unit with the County Commissioners for the purpose of negotiating all monetary items.

It is also my understanding that you are in agreement that the employes of the District Attorney's office will be excluded from the multi-employer bargaining unit on the basis of the need for the District Attorney to maintain neutrality in these matters, both in his criminal role as District Attorney and civil role as county counsel to both the County Commissioners and the separately elected county officers, and the fact that the four nonsupervisory secretaries in the District Attorney's office perform "confidential" duties within the meaning of ORS 243.650(6).

Based on my advice, I have been authorized by both the separately elected officers and the District Attorney to represent the multi-employer bargaining unit in direct collective bargaining negotiations with the OPEU on nonmonetary items and in association with representatives of the County Commissioners on monetary items. Depending upon the format and progress of our negotiations, I may perform this representation individually, with the aid of another member of my staff or with one of the civil deputies on the District Attorney's staff.

I will shortly be meeting with Mr. William Offutt to coordinate the negotiations on the monetary items and I will be pleased to meet with any designated representative of the OPEU to begin the negotiations on the nonmonetary items.

If this letter correctly states our understanding in this matter, I will appreciate your executing a copy in the space provided below and returning it to me.

Please do not hesitate to call to my attention any further questions you have with regard to this letter agreement or our forthcoming negotiations.

Very truly yours,

William F. Hoelscher
Assistant Attorney General
and Counsel

APPROVED:

Peter DeLuca
Staff Attorney
Oregon Public Employes' Union

Jackson L. Frost,
District Attorney

Hal Byer
County Assessor

Del W. Riley,
County Clerk

Arlene Downing,
Treasurer

Richard E. Triska,
Justice of the Peace

B. Osburn Shaw,
Surveyor

cc: William Offutt, Administrative Officer

APPENDIX B
Classification Plan

The Classification Plan covering all bargaining unit positions represented by SEIU Local 503, OPEU Linn County Local 390 is part of this agreement.

The actual descriptions of each classification are available through the Elected Officials and Department Heads, through the office of the Board of Commissioners (Room 201), and through the SEIU Local 503, OPEU Linn County Local 390.

APPENDIX C

LINN COUNTY PERSONNEL MANAGEMENT SYSTEM
SERVICE EMPLOYEES INTERNATIONAL UNION

JULY 1, 2019

CLASSIFICATION	RANGE	SALARY STEPS (1)	(2)	(3)	(4)	(5)	(6)
CLERICAL, FISCAL, ADMINISTRATIVE							
001 OFFICE ASSISTANT	02	2,209	2,319	2,433	2,558	2,687	2,817
002 OFFICE SPECIALIST 1	05	2,558	2,687	2,817	2,957	3,107	3,264
003 OFFICE SPECIALIST 2	07	2,817	2,957	3,107	3,264	3,424	3,593
004 JUSTICE COURT CLERK	06	2,687	2,817	2,957	3,107	3,264	3,424
005 ENVIRONMENTAL OFFICE SPEC	08	2,957	3,107	3,264	3,424	3,593	3,782
006 OFFICE/PROP.MGT. SPEC.	09	3,107	3,264	3,424	3,593	3,782	3,967
007 OFFICE SPECIALIST 3	09	3,107	3,264	3,424	3,593	3,782	3,967
008 HEALTH SERVICES OFFICE SPEC.	07	2,817	2,957	3,107	3,264	3,424	3,593
009 COMPUTER SUPPORT SPECIALIST	13	3,782	3,967	4,164	4,371	4,593	4,820
013 ELECTIONS CLERK	08	2,957	3,107	3,264	3,424	3,593	3,782
014 SENIOR RECORDS CLERK	10	3,264	3,424	3,593	3,782	3,967	4,164
017 ELECTIONS/RECORDS CLERK	08	2,957	3,107	3,264	3,424	3,593	3,782
020 RECORDS CLERK 1	05	2,558	2,687	2,817	2,957	3,107	3,264
021 RECORDS CLERK 2	07	2,817	2,957	3,107	3,264	3,424	3,593
022 ELECTIONS CLERK/G.I. TECH.	11	3,424	3,593	3,782	3,967	4,164	4,371
027 ACCOUNTING CLERK 1	09	3,107	3,264	3,424	3,593	3,782	3,967
028 ACCOUNTING CLERK 2	12	3,593	3,782	3,967	4,164	4,371	4,593
029 HEALTH SERVICES ACCTG CLERK	10	3,264	3,424	3,593	3,782	3,967	4,164
039 SR JUSTICE COURT CLERK	09	3,107	3,264	3,424	3,593	3,782	3,967
040 ADMINISTRATIVE SECRETARY	10	3,264	3,424	3,593	3,782	3,967	4,164
ROADS, ENGINEERING & PUBLIC IMPROVEMENT							
241 RIGHT OF WAY SPECIALIST 1	12	3,593	3,782	3,967	4,164	4,371	4,593
242 RIGHT OF WAY SPECIALIST 2	14	3,967	4,164	4,371	4,593	4,820	5,061
251 PURCHASING AGENT 1	12	3,593	3,782	3,967	4,164	4,371	4,593
252 PURCHASING AGENT 2	14	3,967	4,164	4,371	4,593	4,820	5,061
253 FACILITIES COORDINATOR	14	3,967	4,164	4,371	4,593	4,820	5,061
270 ENGINEER TECH 1	12	3,593	3,782	3,967	4,164	4,371	4,593
271 ENGINEER TECH 2	14	3,967	4,164	4,371	4,593	4,820	5,061
272 SENIOR ENGINEERING TECH	16	4,371	4,593	4,820	5,061	5,319	5,580
273 CIVIL ENGINEERING ASSOC. 1	16	4,371	4,593	4,820	5,061	5,319	5,580
274 CIVIL ENGINEERING ASSOC. 2	18	4,820	5,061	5,319	5,580	5,856	6,155
PLANNING & BUILDING							
305 PLANS EXAMINER I	17	4,593	4,820	5,061	5,319	5,580	5,856
306 PLANS EXAMINER II	18	4,820	5,061	5,319	5,580	5,856	6,155
311 ELECTRICAL INSPECTOR I	18	4,820	5,061	5,319	5,580	5,856	6,155
312 ELECTRICAL INSPECTOR II	19	5,061	5,319	5,580	5,856	6,155	6,460
317 PLUMBING INSPECTOR I	17	4,593	4,820	5,061	5,319	5,580	5,856
318 PLUMBING INSPECTOR II	18	4,820	5,061	5,319	5,580	5,856	6,155
321 CODE ENFORCEMENT TECH	15	4,164	4,371	4,593	4,820	5,061	5,319
323 BUILDING INSP-CODE ENFORCEMENT	17	4,593	4,820	5,061	5,319	5,580	5,856

SERVICE EMPLOYEES INTERNATIONAL UNION

JULY 1, 2019

CLASSIFICATION	RANGE	SALARY STEPS (1)	(2)	(3)	(4)	(5)	(6)
PLANNING & BUILDING							
324 SENIOR FIELD INSPECTOR	18	4,820	5,061	5,319	5,580	5,856	6,155
325 BUILDING INSPECTOR I	16	4,371	4,593	4,820	5,061	5,319	5,580
326 BUILDING INSPECTOR II	17	4,593	4,820	5,061	5,319	5,580	5,856
330 PERMIT CLERK	08	2,957	3,107	3,264	3,424	3,593	3,782
331 PLANNING & BLDG ADMIN.SPEC.	08	2,957	3,107	3,264	3,424	3,593	3,782
335 PLANNING TECHNICIAN	10	3,264	3,424	3,593	3,782	3,967	4,164
340 ASSISTANT PLANNER	14	3,967	4,164	4,371	4,593	4,820	5,061
TAX & ASSESSMENT							
410 SECTION CLERK	07	2,817	2,957	3,107	3,264	3,424	3,593
414 DEED CLERK	07	2,817	2,957	3,107	3,264	3,424	3,593
415 SENIOR DEED CLERK	09	3,107	3,264	3,424	3,593	3,782	3,967
418 SENIOR SECTION CLERK	09	3,107	3,264	3,424	3,593	3,782	3,967
419 SALES DATA ANAL/SP.ASSESS.APR.	19	5,061	5,319	5,580	5,856	6,155	6,460
423 APPRAISER TRAINEE	09	3,107	3,264	3,424	3,593	3,782	3,967
425 PROPERTY APPRAISER 1	12	3,593	3,782	3,967	4,164	4,371	4,593
426 PROPERTY APPRAISER 2	15	4,164	4,371	4,593	4,820	5,061	5,319
429 PROP.APPRAISER 3/COM,IND./SPEC	17	4,593	4,820	5,061	5,319	5,580	5,856
430 TAX DEPUTY	09	3,107	3,264	3,424	3,593	3,782	3,967
524 APPRAISER TRAINEE	09	3,107	3,264	3,424	3,593	3,782	3,967
JUDICIAL							
553 PEER COURT ASSISTANT	09	3,107	3,264	3,424	3,593	3,782	3,967
PRINTING							
563 PURCHASING CLERK	11	3,424	3,593	3,782	3,967	4,164	4,371
565 OFFSET PRESS OPERATOR	11	3,424	3,593	3,782	3,967	4,164	4,371
FAIR/EXPO							
571 FAIR/EXPO EVENTS COORDINATOR	14	3,967	4,164	4,371	4,593	4,820	5,061
573 FAIR/EXPO EVENTS SUP.COORD.	11	3,424	3,593	3,782	3,967	4,164	4,371

JULY 1, 2019

CLASSIFICATION	RANGE	SALARY STEPS (1)	(2)	(3)	(4)	(5)	(6)
PUBLIC SAFETY							
592 ASSISTANT VETERANS SERV. OFFC.	10	3,264	3,424	3,593	3,782	3,967	4,164
JUDICIAL							
618 JUV WORK PROG OFFICER 1	14	3,967	4,164	4,371	4,593	4,820	5,061
619 JUV WORK PROG OFFICER 2	16	4,371	4,593	4,820	5,061	5,319	5,580
622 JUV PROBATION OFFICER 1	14	3,967	4,164	4,371	4,593	4,820	5,061
623 JUV PROBATION OFFICER 2	16	4,371	4,593	4,820	5,061	5,319	5,580
624 CRIME VICTIM INTERVENTION SPEC	09	3,107	3,264	3,424	3,593	3,782	3,967
625 JUVENILE PROB. OFFICER 3	17	4,593	4,820	5,061	5,319	5,580	5,856
627 REGISTERED NURSE (DETENTION)	15	4,164	4,371	4,593	4,820	5,061	5,319
PUBLIC SAFETY							
635 P & P CASE ASSISTANT	10	3,264	3,424	3,593	3,782	3,967	4,164
657 PROBATION OFFICER 1	15	4,164	4,371	4,593	4,820	5,061	5,319
658 PROBATION OFFICER 2	16	4,371	4,593	4,820	5,061	5,319	5,580
676 SHERIFF SERVICES AIDE/P&P	09	3,107	3,264	3,424	3,593	3,782	3,967
HEALTH SERVICES							
701 ENVIRONMENTAL HEALTH SPEC 1	12	3,593	3,782	3,967	4,164	4,371	4,593
702 ENVIRONMENTAL HEALTH SPEC 2	15	4,164	4,371	4,593	4,820	5,061	5,319
703 ENVIRONMENTAL HEALTH SPEC 3	18	4,820	5,061	5,319	5,580	5,856	6,155
706 HEALTH SERV.MED.BILLING SPEC	18	4,820	5,061	5,319	5,580	5,856	6,155
720 HEALTH EDUCATOR	14	3,967	4,164	4,371	4,593	4,820	5,061
722 NUTRITIONIST	14	3,967	4,164	4,371	4,593	4,820	5,061
725 NUTRITION EDUCATOR	07	2,817	2,957	3,107	3,264	3,424	3,593
726 NUTRITION EDUCATOR II	10	3,264	3,424	3,593	3,782	3,967	4,164
728 BILINQUAL HEALTH AIDE	08	2,957	3,107	3,264	3,424	3,593	3,782
732 MEDICAL ASSISTANT 1	05	2,558	2,687	2,817	2,957	3,107	3,264
733 MEDICAL ASSISTANT 2	07	2,817	2,957	3,107	3,264	3,424	3,593
736 PUBLIC HEALTH NURSE	16	4,371	4,593	4,820	5,061	5,319	5,580
737 PUBLIC HEALTH EMERG.PREPAR.PLA	16	4,371	4,593	4,820	5,061	5,319	5,580
738 NURSE PRACTITIONER	22	5,856	6,155	6,460	6,782	7,124	7,479
739 LICENSED PRACTICAL NURSE	15	4,164	4,371	4,593	4,820	5,061	5,319
744 PUBLIC HEALTH LACTATION CONSUL	16	4,371	4,593	4,820	5,061	5,319	5,580
745 TOBACCO PREVENTION COORDINATOR	14	3,967	4,164	4,371	4,593	4,820	5,061
760 COMMUNITY CHILD CARE WORKER	01	2,103	2,209	2,319	2,433	2,558	2,687
761 COMMUNITY TRANSPORTATION WRKR	01	2,103	2,209	2,319	2,433	2,558	2,687
762 FAMILY SUPPORT WORKER	07	2,817	2,957	3,107	3,264	3,424	3,593
763 EARLY IDENTIFICATION WORKER	07	2,817	2,957	3,107	3,264	3,424	3,593
764 GROUP HOME STAFF	45	2,244	2,356	2,476	2,608	2,735	2,877
766 COMM. HEALTH PREVENTION WRKR	09	3,107	3,264	3,424	3,593	3,782	3,967

JULY 1, 2019

CLASSIFICATION	RANGE	SALARY STEPS (1)	(2)	(3)	(4)	(5)	(6)
HEALTH SERVICES							
767 COMMUNITY SKILLS TRAINER	10	3,264	3,424	3,593	3,782	3,967	4,164
768 THERAPUTIC F.H.SKILLS TRNR	06	2,687	2,817	2,957	3,107	3,264	3,424
769 MENTAL HEALTH JOB COACH 2	12	3,593	3,782	3,967	4,164	4,371	4,593
770 MENTAL HEALTH ASSOCIATE	12	3,593	3,782	3,967	4,164	4,371	4,593
771 MENTAL HEALTH SPECIALIST 1	14	3,967	4,164	4,371	4,593	4,820	5,061
772 MENTAL HEALTH SPECIALIST 2	16	4,371	4,593	4,820	5,061	5,319	5,580
773 PEER SUPPORT SPECIALIST	10	3,264	3,424	3,593	3,782	3,967	4,164
775 MENTAL HEALTH JOB COACH 1	10	3,264	3,424	3,593	3,782	3,967	4,164
777 PSYCHIATRIC NURSE 1	16	4,371	4,593	4,820	5,061	5,319	5,580
778 PSYCHIATRIC NURSE 2	17	4,593	4,820	5,061	5,319	5,580	5,856
783 VOCATIONAL COUSELOR	16	4,371	4,593	4,820	5,061	5,319	5,580
784 PSYCHOLOGIST 1	17	4,593	4,820	5,061	5,319	5,580	5,856
786 PSYCHOLOGIST 2	20	5,319	5,580	5,856	6,155	6,460	6,782
788 PSYCHIATRIC NURSE PRACTITIONER	28	7,855	8,249	8,652	9,088	9,545	10,024
BUILDING SERVICES							
800 CUSTODIAL SERVICES WORKER	07	2,817	2,957	3,107	3,264	3,424	3,593
801 BUILDING MAINTENACNE PERSON I	11	3,424	3,593	3,782	3,967	4,164	4,371
802 GROUNDSKEEPER	11	3,424	3,593	3,782	3,967	4,164	4,371
803 BUILDING MAINTENANCE HELPER	08	2,957	3,107	3,264	3,424	3,593	3,782
804 VEHICLE SERVICE WORKER	07	2,817	2,957	3,107	3,264	3,424	3,593
805 GROUNDSKEEPER HELPER	08	2,957	3,107	3,264	3,424	3,593	3,782
807 BUILDING MAINTENANCE PERSON 2	12	3,593	3,782	3,967	4,164	4,371	4,593
808 GROUNDSKEEPER II	12	3,593	3,782	3,967	4,164	4,371	4,593
809 BUILDING MAINTENANCE PERSON 3	15	4,164	4,371	4,593	4,820	5,061	5,319
FAIR/EXPO							
819 FAIR/EXPO SR OPERATION WRKR	10	3,264	3,424	3,593	3,782	3,967	4,164
821 FAIR/EXPO OPERATIONS WORKER	08	2,957	3,107	3,264	3,424	3,593	3,782
PARKS SERVICES							
830 MUSEUM ATTENDANT	02	2,209	2,319	2,433	2,558	2,687	2,817
835 PARK RANGER	13	3,782	3,967	4,164	4,371	4,593	4,820
836 PARK RANGER II	15	4,164	4,371	4,593	4,820	5,061	5,319
837 PARKS CONST. & MAINT. WORKER	13	3,782	3,967	4,164	4,371	4,593	4,820
838 PARKS CONST. & MAINT. WRKR 2	14	3,967	4,164	4,371	4,593	4,820	5,061

JULY 1, 2019

CLASSIFICATION	RANGE	SALARY STEPS (1)	(2)	(3)	(4)	(5)	(6)
ROADS, ENGINEERING & PUBLIC IMPROVEMENT							
851 SURVEY TECH 1	11	3,424	3,593	3,782	3,967	4,164	4,371
852 SURVEY TECH 2	13	3,782	3,967	4,164	4,371	4,593	4,820
861 CARTOGRAPHIC DRAFTER	14	3,967	4,164	4,371	4,593	4,820	5,061
865 SENIOR DRAFTSPERSON	15	4,164	4,371	4,593	4,820	5,061	5,319

APPENDIX D

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 continent 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 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.

LINN COUNTY PERFORMANCE EVALUATION FORM

Date of Evaluation: Probationary ☐ Periodic ☐ Supplemental ☐ Mini ☐
Employee Name: SSN (Last Four):
Department: Job Classification:
Date of Hire: Supervisor's Name:
Evaluation Period: Date Next Evaluation Due:

Merit Increase Recommended: YES ☐ NO ☐ N/A ☐ (Employee must rate "FULLY SUCCESSFULL or above in Summary for YES)

This 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 action to be taken to further the development of the employee. Attach additional sheets, if necessary. If the employee is evaluated at "unsatisfactory," "needs improvement" or "outstanding," specific examples of performance must be documented and included.

	Outstanding	Very Unsatisfactory	Fully Good	Needs Successful	Improvement
INITIATIVE	☐	☐	☐	☐	☐

Creative, self-starter, effectively uses work time, proposes new ideas and solutions

	Outstanding	Very Unsatisfactory	Fully Good	Needs Successful	Improvement
JUDGEMENT	☐	☐	☐	☐	☐

Timely, complies with policies and procedures, including safety, displays good common sense and sound basis for decisions, displays adaptability.

	Outstanding	Very Unsatisfactory	Fully Good	Needs Successful	Improvement
COMMUNICATIONS	☐	☐	☐	☐	☐

Verbal and written, concise and clear, effectively listens and understands others, responsive

	Outstanding	Very Unsatisfactory	Fully Good	Needs Successful	Improvement
TEAMWORK *Cooperative, displays tact and diplomacy, ability to work with others*	☐	☐	☐	☐	☐

	Outstanding	Very Unsatisfactory	Fully Good	Needs Successful	Improvement
DEPENDABILITY *Accepts responsibility, good work habits, consistent and reliable*	☐	☐	☐	☐	☐

	Outstanding	Very Unsatisfactory	Fully Good	Needs Successful	Improvement
EFFECTIVENESS *Efficiency, success in meeting objectives, good use of job skills*	☐	☐	☐	☐	☐

	Outstanding	Very Unsatisfactory	Fully Good	Needs Successful	Improvement
SUMMARY *Overall performance, specific accomplishments*	☐	☐	☐	☐	☐

What are the key opportunities for career development, growth or objectives that the employee and supervisor agree should be pursued in the next year?

_____ _____

EMPLOYEE SIGNATURE DATE

(NOTE: Signature does not indicate agreement, merely that context has been reviewed and discussed with you - comments may be attached.)

_____ _____

SUPERVISOR'S SIGNATURE AND TITLE DATE

_____ _____

ADDITIONAL SUPERVISOR AND TITLE DATE

LINN COUNTY EMPLOYEE EVALUATION WORKSHEET

NAME (PLEASE PRINT)_____POSITION_____

Directions: To be completed by the employee. Review the following categories and fill in the appropriate information; attach additional sheets if desired. Returning this worksheet to your supervisor is optional – your choice!

1. What were your accomplishments during this evaluation period?

2. What do you feel are your greatest strengths in your current position?

3. In what areas do you need assistance to perform your job more effectively?

4. What problem(s) do you feel exist in your position and/or your Department? What suggestions for improvement might you have?

5. What opportunities for career development, growth or training would you like to have in the coming year?

6. What would you like to accomplish or see done during the coming year?

OTHER COMMENTS:

Signature _____ Date _____

APPENDIX E
GRIEVANCE FORM

LOCAL 503 SEIU Stronger Together

OFFICIAL STATEMENT OF GRIEVANCE FORM

♦ Type or Press Hard with Ballpoint Pen ♦

Name of Grievant(s): _____

Name of Group (if applicable): _____

Job Classification: _____

Name of Agency: _____ Work Location: _____

Name of Immediate Supervisor: _____ Filed with (If other than supervisor) _____

Date Grievance Occurred or Discovered _____

Statement of Grievance: _____

_____

_____

_____

_____

_____

Right/s Violated: *(Cite articles in the contract)* _____

_____

_____

Remedy Requested: _____

_____

_____

_____

_____

_____

_____

♦I hereby assign the above grievance to the SEIU Local 503, OPEU for final disposition.
♦I authorize any representative of the SEIU Local 503, OPEU to examine the contents of my personnel file.

Signature of Grievant: _____ Date: _____

Grievant's printed name: _____

Telephone Numbers: _____

Steward for this Grievance: _____

SEIU MRC Organizer for this Grievance: _____

APPENDIX F

EMPLOYEE INFORMATION

Provided if available and electronically if possible.

To the Local 390 President:

Names of new hires to SEIU-represented positions along with office or department, date of hire and position remarks. The County will also provide monthly reports in accordance with Article 6 section 2 (B) and (C).

To SEIU Salem for bargaining unit employees (Union members):

Name, salary, hourly, salary range, office or department, classification, FTE, 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.

APPENDIX G

TIME OFF REQUEST FORM

EMPLOYEE _____

TYPE: VACATION_____ FLOATING HOLIDAY_____
SICK LEAVE_____ SEASONAL HOLIDAY _____
COMP TIME_____ COMPASSIONATE_____
SICK LEAVE USE INCENTIVE DAY_____ OTHER_

DATE (S) _____
_____
_____
_____
_____

COMMENTS: _____
_____

EMPLOYEE'S SIGNATURE _____
DATE _____

DATES: RECEIVED _____ RETURNED _____
REQUEST APPROVED _____ DISAPPROVED _____

SUPERVISOR'S SIGNATURE _____

APPENDIX H

SEIU TOTAL EMPLOYEE COST METHOD
(All data based on Bargaining Unit Employees Only)

"Base Year" Amount: (Includes projected merit steps but no COLA or rate changes)	Base Year Salary Total (current salaries & budget year FTE) Plus Current Fringe Plus Current Payroll_____ Total "Base Year" Amount
"Budget Year" Amount	Total "Base Year" Amount Plus Total "Base Year" Amount x % in Article 11, Section 1 Total "Budget Year" Amount
"Budget Year" Amount Allocation:	"Budget Year" Amount Less Base Year Salary Total, including steps Less any Wage Changes other than COLA's Less Projected Health Insurance Cost* Less Projected Dental Insurance Cost* Less Projected Life Insurance Cost* Less Projected Employee Assistance Cost* Less any Additional Benefit Costs Less Projected OASDI/Medicare Cost Less Projected Workers' Compensation Insurance Cost** Plus Insurance Retro Payment Share Less Projected Unemployment Compensation Insurance Cost Less Projected PERS/OPSRP Cost*** Remainder Amount for COLA & COLA Payroll Costs
COLA %:	Remainder Amount times (100% divided by 100% + Payroll Cost %) divided by Base Year Salary Total

*	[Current Year Cost [Current # of Employees	times	Budget Year] # of Employees]	times (100% + % change)
**	[Current Year Cost [Current Year Salaries	times	Base Year] Salary Total]	times (100% + % change)

*** Current PERS/OPSRP % Adjusted for Participation

**** If the COLA % is negative due to health insurance or retirement cost increases, the COLA will be 0% and the negative "Remainder Amount" will be carried forward to be offset in the following year(s) in the Total Employee Cost Method process.

Base Year Salary Total	Current salary total for funded Union positions in budget year. Includes merit steps but no COLA or other compensation changes. (Source: Budget)

Fringe (Base Year)	Total of Health, Dental, Life, Employee Assistance, etc. costs with no rate increases from current year but adjusted for changes in FTE's. (Source: Payroll & Budget)
Payroll (Base Year)	Total of OASDI/Medicare, Workers' Compensation, Unemployment Compensation, and PERS costs with no percentage increases from current year but based on budget year salary total. (Source: Payroll & Budget)
Budget Year Amount	Total of Base Year Salary Total, Fringe & Payroll plus percentage increase from Article 11, Section 1(a). (Source: Payroll, budget & CPI)
Health Insurance Cost	Projected average annual health insurance cost per current employee times total Union FTE's for the budget year. (Source: Payroll & Budget)
Dental Insurance Cost	Same as Health but for Dental.
Life Insurance Cost	Same as Health but for Life.
Employee Assistance Cost	Same as Health but for Employee Assistance.
OASDI/Medicare	Projected OASDI/Medicare % (currently 7.65%) times base year salary total. (Source: Payroll & Budget)
Workers' Compensation	Projected Workers' Compensation cost based on any rate changes and the base year salary total. (Source: Payroll & Budget)
Retro Payment Share	[Current Workers' Compensation costs for Union employees divided by total current Workers' Compensation Costs] times [the any retro payment to the County]. Same process for any health insurance retro payment. (Source: Payroll & Budget)
Unemployment Insurance	Projected U.I. (currently 0.035%) times base year salary total. (Source: Payroll & Budget)
PERS/OPSRP	Projected PERS/OPSRP payments for employees based on any rate changes and the base year salary total. (Source: Payroll & Budget)

LINN COUNTY, OREGON
Commissioners' Journal
CJ2019-00501
10/09/2019 3:00:00 PM
2019-00501
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
OCT 9 2019
STEVE DRUCKENMILLER, CLERK
By _____ Clerk

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR LINN COUNTY

IN THE MATTER OF ADOPTING A COLLECTIVE BARGAINING AGREEMENT BETWEEN SEIU LOCAL 503, OPEU LINN COUNTY LOCAL 390 and LINN COUNTY	RESOLUTION & ORDER NO. 2019-328 (Agreement Execution)

COMES NOW, Ralph E. Wyatt, Linn County Administrative Officer, in a regularly scheduled and duly advertised meeting on Oct 8, 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 SEIU Local 503, OPEU Linn County Local 390, 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 SEIU Local 503, OPEU Linn County Local 390 as set forth in Exhibit 1 be approved; and

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

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

(1) two originals to Lisa Walker, President for Local 390, for distribution; and

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

Resolved this 8th, day of October, 2019.

BOARD OF COUNTY COMMISSIONERS FOR LINN COUNTY	AYE	NO
ABSENT Roger Nyquist, Chairman		
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