

YAMHILL COUNTY

And

**AFSCME LOCAL 1422
(Union)**

TENTATIVE AGREEMENT

**July 1, 2023
through
June 30, 2026**

**This document reflects the tentatively approved agreement reached between Yamhill County and
AFSCME Local 1422 on November 7, 2023.**

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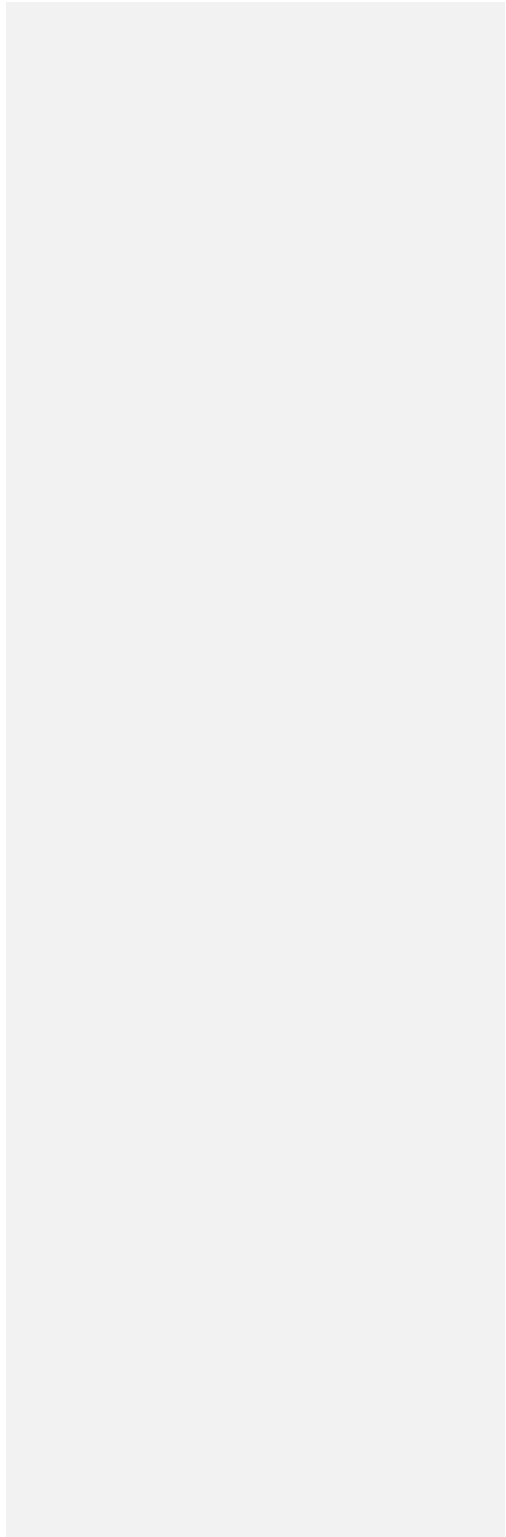
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P R E A M B L E

THIS AGREEMENT is entered into by Yamhill County, a political subdivision of the State of Oregon ("County") and the Local 1422 of the American Federation of State, County and Municipal Employees, AFL-CIO ("AFSCME"/Union). The parties acknowledge that there is a statutory division of authority and responsibility between the Board of Commissioners and certain elected officials or department heads with respect to administration of departments affected by this Agreement and that the statutes shall control in the event of conflict with any provision of this Agreement. Unless otherwise indicated, the term "County" shall include the Board of Commissioners and elected officials.

This document represents the full agreement between the County and the union. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment and to promote general efficiency of the employees covered in providing services to the citizens of County and to promote mutual respect between bargaining unit employees and County management. All previous agreements between the parties or individual employees covered by this Agreement are hereby superseded.

ARTICLE 1 – SCOPE OF AGREEMENT AND RECOGNITION

1.1 SCOPE OF BARGAINING UNIT.

The bargaining unit, through agreement, shall apply to all non-supervisory employees of the County, excluding elected officials, supervisory employees, confidential employees, irregular part-time employees and part-time employees normally working less than 20 hours per week, persons hired for a period of six months or less, persons hired for a temporary position intended to be less than one year, and all employees represented by other bargaining units. Employees renewed for a temporary position for more than one year of continuous employment shall be reviewed by both parties.

1.2 RECOGNITION.

The County recognizes the Union as the exclusive bargaining representative of all employees, other than those covered by other Collective Bargaining Agreements, in the bargaining unit.

Commented [RW1]: The U in Union is capitalized throughout the Agreement, because grammar.

1.3 INTENT.

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to employment relations which includes, but is not limited to, matters concerning direct or indirect monetary benefits, hours, paid leave time, grievance procedures, and other conditions of employment.

1.4 COPIES.

There shall be at least two signed copies of the final Agreement for the purpose of records. At least one copy shall be retained by the County and one by the Union.

Commented [RW2]: "the" was added before "County" also due to grammar.

1.5 CHANGES IN UNIT COMPOSITION.

The County and Union will meet during labor negotiations and discuss inclusion and exclusion of employees in the bargaining unit so that transfers can be made when the Collective Bargaining Agreement is implemented.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 RIGHTS RETAINED BY COUNTY.

The County retains all the customary usual and exclusive rights, decision-making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the County and any County department. The rights of employees in the bargaining unit and Union are limited to those specifically set forth in this Agreement, and the County retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto, any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof, and any subject which was, or might have been, raised in the course of the collective bargaining. The Union, however, does not waive any express or implied rights as entitled under PECBA and the Employment Relations Board including bargaining obligations for mandatory subjects of bargaining.

2.2 ILLUSTRATIONS.

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

- (a) To direct and supervise all operations, functions and policies of the departments in which employees in the bargaining unit are employed, and operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.
- (b) To close or liquidate an office, branch, operation or facility, service or combination thereof, or to relocate, reorganize or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons.
- (c) To determine the levels of service and methods of operation, including subcontracting and the introduction of new equipment, the right to hire, lay off, transfer, promote, determine duties and qualifications to be required, job classifications, discipline and discharge for cause, determine work schedules and assign work, and any other such rights not specifically referred to in this ~~contract~~ Agreement.

2.3 LIMITATION ON APPLICABILITY OF GRIEVANCE PROCEDURE.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the grievance procedure or, as set forth above, to bargaining during the term of this Agreement. The application of the above management rights with respect to a particular employee or group of employees shall not be subject to settlement of disputes. Nothing in this Article is intended to inhibit or restrict informal, routine discussions of working conditions between the Union and the County representatives. Such discussions are encouraged for the purpose of providing mutually advantageous conditions and a high level of service to the citizens of the County.

Commented [RW3]: "Contract" was replaced by "Agreement"
The change is not substantive.

ARTICLE 3 – STRIKES AND LOCKOUTS

3.1 NO STRIKE.

The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage or slowdown, picketing (excluding informational demonstrations or

informational picketing on their own time, or any other restriction of work at any location in the County, during the express term of this Agreement. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross or otherwise recognize the picket line established by any labor organization when called upon to cross such a picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaged in a violation of this Article. Such disciplinary action may be undertaken selectively at the option of the County and shall not preclude or restrict recourse to any other remedies, including an action for damages, which may be available to the County. This section applies during the express term of the ~~contract~~ Agreement and does not limit protected rights after the termination of this Agreement.

Commented [RW4]: This distinguishes informational pickets from a strike. This opens up picketing as a tool during the life of this agreement. It's a win.

3.2 RETURN TO WORK.

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form, either on the basis of individual choice or collective employee conduct, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth in Section 3.1, shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage or by whether such matter is or is not subject to the grievance and mediation provision of this Agreement.

3.3 NO LOCKOUT.

There will be no lockout of employees by the County as a consequence of any dispute arising during the period of this Agreement. This section shall not preclude or restrict the Union from action for damages as a result of the violation of this section.

ARTICLE 4 – HOURS OF WORK

4.1 REGULAR HOURS.

The regular hours of work each day shall be consecutive except for interruptions for rest and meal periods. All employees shall be scheduled to work on a regular schedule and each schedule shall have regular starting and stopping times. The County may vary starting and stopping times in emergency situations for employees whose work is affected by emergency situations or by mutual agreement. Other than emergency situations, employees will be given at least 14 calendar days' notice of any schedule change.

4.2 WORK WEEK.

- (a) The normal work week shall consist of either 5 consecutive 8-hour days, Monday through Friday, or 4 consecutive 10-hour days, between Monday through Friday. For employees in continuous service operations or where the business necessitates or the department requires evening or weekend work, the work week shall consist of regular 5 consecutive 8-hour days or 4 consecutive 10-hour days on an ongoing basis, except for emergency situations. Employees in non-continuous service operations will be given two (2) consecutive days off, except for emergency situations.
- (b) Changes in the normal work schedule shall not result in a reduction of compensation for an employee's regular ~~8-hour straight time hourly rate~~ shift.
- (c) A 4-day, 10-hour work schedule may be initiated by the department head but must be authorized in writing by the County Administrator.

Commented [RW5]: This recognizes alternative shifts, such as 9, 10 or 12 hours.

4.3 REST PERIODS.

- (a) Employees shall be allowed one rest period of 15 minutes duration in each one-half shift which, insofar as is practicable, shall be in the middle of each half-shift; such time to begin when the employee leaves his or her work station and to end when the employee returns to his/her work station.
- (b) Employees who are required to work beyond their regular quitting time shall be allowed a 15-minute rest period before commencing overtime work, provided that it can be reasonably foreseen that such overtime will exceed two hours in duration.

4.4 MEAL PERIODS.

- (a) Employees shall be allowed an unpaid meal period which, insofar as is practicable, shall be in the middle of the scheduled shift.
- (b) Unpaid lunch periods shall not be less than 30 minutes nor more than one hour in duration.
- (c) Employees required to continue work in excess of two hours beyond their regular scheduled shift shall be granted a paid meal period ~~as defined in subsection (b)~~ of not less than 30 minutes nor more than one hour in duration.
- (d) Full time employees who are not paid for their lunch period ~~except under section (e)~~ and who are required by their supervisor to work through their lunch period shall be compensated at time and a half, except where the lunch period is a paid meal period granted to them under section (c).
- (e) Employees may occasionally use trade time as under Article 6.5 upon mutual agreement.
- (f) Employees who work in continuous duty assignments will have a paid period for meals. Employees may be interrupted during the mealtime.

4.5 SPECIAL WORK HOURS.

- (a) The parties recognize that at times variances from this Article may be desirable in individual departments to meet the specific needs of that department. In such cases the parties shall meet and negotiate an acceptable hour-of-work agreement to meet such needs. If no such agreement is reached, the terms of this Agreement, including sections 4.1 through 4.4, shall prevail. Those variations presently existing are recognized by this section and no new negotiations are required.
- (b) Flexible work hours. Employees of the County may work a flexible work schedule. A flexible work schedule is a schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis but not necessarily each day but does not exceed 40 hours in a work week, and is mutually agreed upon by the employee and employer, and approved in advance. Such schedules shall be signed by the affected employee and ~~department head~~ management and placed in the employee's personnel file. An employee of the County may request a flexible work schedule by submitting a proposal in writing to the employee's supervisor outlining the proposed schedule. Flexible schedules shall be considered in good faith by both parties. All schedules are subject to change based on the changing needs of the department, as determined by management. Requests that are denied will be in writing with a reason for the denial.

Commented [RW6]: This is an attempt to clarify this language. There is no substantive change here.

Commented [RW7]: This allows the County to designate someone other than the Department Head to respond or authorize things. The County does have the right and responsibility to designate who in management has the authority. Management typically fights these changes because they like having the right, but usually fall short on the responsibility piece, allowing employees and managers to work out a system that works for the front line staff, but may not be ideal as far as administration is concerned. This is a win.

4.6 **WAIVER.**
For purposes of Sections 4.2, 4.5(b), 6.4(c) and 6.4(d), the provisions of ORS 653.268 are expressly waived.

Commented [RW8]: Removed obsolete and ambiguous language waiving overtime.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF

5.1 **RIGHT TO ORGANIZE.**
Employees shall have the right to self-organize, to form, join or assist the Union, or to refrain therefrom, and there shall be no discrimination exercised against any employee covered by this Agreement because of his/her their membership or Union activities or decision to refrain therefrom.

Commented [RW9]: Added language to reflect legal requirements.

5.2 **DEDUCTION OF MEMBERSHIP DUES.**
The County agrees to deduct membership dues from the wages of member employees who have individually requested in writing that such deductions be made from their wages. The Union shall notify the County of the current rate of dues and other authorized deductions in a timely manner, which will enable the County to make the necessary payroll deductions as specified.

The County will accept a list from the Union indicating member employees who have provided written authorization for the deduction of membership dues. The County shall rely on this list to make authorized deductions and remit payment to the Union. The amounts to be deducted shall be certified to the County in writing by the Union. Under no circumstances shall the County be required to deduct Union fines, penalties, or other assessments from the wages of any member employee.

The County agrees to deduct the membership dues from Union members covered by this Agreement as authorized in the list provided by the Union. The aggregate deductions of the member employees shall be remitted to AFSCME Local 75 once each pay period, together with an itemized statement showing the name of each employee and employee identification number from whose pay deductions have been made and the amount(s) deducted during the period covered by the remittance. The itemized statement will be provided electronically in Microsoft Excel format. Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues deduction.

An electronic file listing new authorizations or changes in authorizations for employee Union dues deductions will be submitted by the Union to the County electronically by close of business on the twentieth (20th) of each month. The County agrees that dues deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

Each member employee's authorization for payroll deductions shall remain in full force and effect permanently unless the employee is no longer employed in a position in the bargaining unit represented by Union or the member employee revokes the authorization by sending an original written, signed and dated notice to the Union.

When a member employee separates from employment with County or is laid off, regardless of the reason for separation or lay off, any unpaid dues owed to Union will be deducted from the employee's last paycheck if funds are available for such deduction after statutory, court-ordered, and other voluntary deductions and/or wage withholdings have been made.

AFSCME shall indemnify and hold harmless the County against any and all claims, orders, judgments, damages, suits or any other forms of liability which may arise out of any action taken or not taken by the County for the purpose of implementing or complying with the provisions of this section. The Union shall

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defend, indemnify and hold harmless the County against any and all claims, order, judgments, damages, suits or any other forms of liability which may arise out of (i) the Union's administration of the dues deduction system under this section, and (ii) the negligence of the Union for its negligent acts or failure to act under, or in compliance with, this section.

5.3 NEW EMPLOYEES ORIENTATION and REPORTING.

- (a) If the County has the information in the County's records, the County shall provide the Union with an editable Excel spreadsheet containing the following information within ten (10) calendar days from the date of hire for each newly hired employee in the bargaining unit:
 - a. The employee's name and date of hire;
 - b. Contact information, including:
 - i. Cellular, home and work telephone numbers;
 - ii. Personal and work electronic mail addresses;
 - iii. Home or personal mailing address; and
 - iv. Employment information including the employee's job title, salary grade, and worksite location.
- (b) Management shall conduct an orientation for all new employees. The County shall provide the Union with no less than at least thirty (30) minutes but not more than 120 minutes to make a presentation to new bargaining unit employees without undue interference during the new employee orientation. If no new employee orientation meeting is held by the County, the Union will be notified and the Union may meet with any newly hired bargaining unit employees at individual or group meetings. No new employee shall suffer a loss in employee compensation or leave benefits as a result of participating in or attending the Union's presentation. The County agrees to notify the Union of the time and location of employee orientation at least seven (7) calendar days in advance.

ARTICLE 6 – SALARY AND WAGES

6.1 WAGES.

Effective the first day of the pay period after July 1, 2020~~23~~, the County will increase the salary schedule by ~~two~~ **seven** percent (27%), as a cost-of-living adjustment.

Effective the first day of the pay period after July 1, 2021~~4~~, the County will increase the salary schedule by ~~two~~ **three** percent (23%), as a cost-of-living adjustment.

Effective the first day of the pay period after July 1, 2022~~5~~, the County will increase the salary schedule by ~~two~~ **three** percent (23%), as a cost-of-living adjustment.

~~In addition to the cost of living increase effective the first day of the pay period after July 1, 2020, base salaries shall receive a one-time market adjustment and be increased across the board by five percent (5%).~~

Effective the first day of the pay period after July 1, 2021, base salaries shall receive a market adjustment of 1%

Effective the first day of the pay period after July 1, 2022, base salaries shall receive a market adjustment of 1%

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Commented [RW10]: Cost of Living Allowance:
7% Retro to July 1, 2023
3% July 1, 2024
3% July 1, 2025

County also agrees to conduct the market study described in Appendix D, attached hereto.

Commented [RW11]: Referencing the Market Study

Merit Raises (steps), under Article 6.11, will be granted during the term of this Agreement.

6.2 REPORTING TIME.

Any employee who is scheduled to report to work and who presents himself for work as scheduled, but where in the discretion of the County, work is not available for the employee, shall be excused from duty and paid for a minimum of two hours at the employee's regular rate.

6.3 CALL-OUT PAY.

- (a) Any employee called back to work outside their his/her regular shift shall be compensated for a minimum of two hours at the rate and in the manner as set forth in Sections 6.4 and 6.5 of this Agreement. Said call-out pay shall be paid on a portal-to-portal basis from and to the following: the shorter distance of the employee's residence or the County-line to the reporting location, whichever is less.
- (b) Any employee called to work on any day other than their his regularly scheduled workday shall be compensated for a minimum of two hours at the rate and in the manner set forth in Sections 6.4 and 6.5 of this Agreement. Call-out pay pursuant to this subsection shall be paid on a portal-to-portal basis from and to the following: the shorter distance of the employee's residence or the County-line to the reporting location, whichever is less.
- (c) Notwithstanding subsections (a) and (b) and Section 6.4, those employees assigned to carry and respond to a paging device (including an assigned cell phone) during any time outside their regular work hours shall be compensated at a rate set forth below for each seven-day period in which they are required to carry said device. In the event an employee carries such a device for less than a continuous 7-day period, the rate provided for in this subsection shall be prorated in accordance with the time the employee spent carrying the device. Employees are paid pager pay on the basis of carrying the device subject to the terms of this Article. In the event an employee carrying a paging device responds to a page or call outside their regular work hours, the employee shall be compensated at the overtime rate of time and one half (1½) the applicable rate of pay, or equivalent compensation as provided for under this Article, for all time worked outside the employee's regular work schedule.
- (d) Employees are required to keep accurate logs of their time and work performed. Employees will further record their pager overtime on timesheets as directed by the accounting department. Pager overtime will be recorded separately from regular assigned overtime. This subsection shall not apply to those employees called out to work who are either not assigned to carry and respond to a paging device, or who are called to work which for work that is not related to the reason of for assignment of the paging device in the first instance. In the event an employee is required to physically respond to a specific location in response to a pager call, the provisions of Article 6.3(a) and (b) also apply under "call-out pay."
 - (i) The compensation rate is \$250.00 \$175 per week.

Commented [RW12]: Changed him/her to their throughout the Agreement.

Commented [RW13]: Non-substantive clarifying change.

Commented [RW14]: Non-substantive clarifying change.

Those employees who are receiving the High Volume Pager rate of \$250 per week, as of June 30, 2017, shall be grandfathered in at that rate while they continue to be required to assume that duty.

Commented [RW15]: Increased Pager Pay to the High Volume rate at all times.

6.4 OVERTIME

- (a) To the extent practical, overtime worked in any department should be equalized among the department employees in the classification affected.
- (b) Employees shall be compensated at the rate of time and one-half or the applicable overtime rate (whichever is greater) for work under the following conditions, but in no event shall such compensation be received twice (pyramided) for the same hours:
 - (i) All assigned work authorized by management department heads in excess of either 8 hours a day for employees on a 5-day work week, or 10 hours a day for employees on a 4-day work week.
 - (ii) All assigned work authorized by management department heads in excess of 40 hours in any work week.
 - (iii) All overtime must have prior approval by management department heads (or designee) or departmental policy – including departmental policies that preauthorize certain activities as compensable with comp time as defined under section 6.4(d). An Employees employee may choose to be compensated either in overtime pay or comp time. ~~on a case-by-case basis subject to operational and/or budgetary needs.~~
- (c) Seasonal and Other Flexible Schedules: If, either by previous agreement or by agreement pursuant to Section 4.5 of this Agreement, for an employee who works a flexible time schedule or extended workday schedule, overtime shall be paid for all hours worked beyond the then “normal” workday and/or in excess of the normal work week. In addition, employees who are excluded from the terms of the Fair Labor Standards Act may agree to waive the time and one-half requirement of this Article so that they can flex their schedules to work more hours during one part of the year and fewer hours during another part of the year to meet specific and special job requirements. These kinds of shifts should be specifically detailed, in writing, and copies given to the parties when put into place.
- (d) Compensatory Time (“Comp Time”):
 - (i) Comp time shall be defined as time off awarded in lieu of compensation pay for overtime. Compensation for assigned authorized overtime work shall be paid in the form of compensatory time off, or at the option of the employee, in the form of compensatory pay at the applicable rate, subject to operational needs, budgetary limitations and to the Fair Labor Standards Act. Overtime worked shall be computed daily to the nearest quarter-hour and shall not be carried forward from day to day.
 - (ii) Comp time may be accumulated up to a maximum of 40 hours. Any hours in excess of the maximum accumulation as computed at the end of a regular payroll period will be paid to the employee as part of that payroll. Departmental policies (or allowable special arrangements that are mutually agreed upon between the employee and department head, and with the approval of the County Administrator) may increase the maximum accumulation allowed.
 - (iii) An employee may cash out compensatory time on an annual basis. Accrued comp time shall be used or paid out in cash prior to the first pay period of the calendar year.

Commented [RW16]: This allows the County to designate someone other than the Department Head to respond or authorize things. The County does have the right and responsibility to designate who in management has the authority. Management typically fights these changes because they like having the right, but usually fall short on the responsibility piece, allowing employees and managers to work out a system that works for the front line staff, but may not be ideal as far as administration is concerned. This is a win.

Commented [RW17]: Clarifies that payment is due for work performed regardless of being authorized. Working unauthorized overtime may be subject to other discipline.

Commented [RW18]: Non-substantive clarifying change.

6.5 TRADE TIME.

By mutual agreement between an employee and the employee's supervisor, the workday may be temporarily adjusted within the work week only. The intent of this section is to cover unexpected or

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occasional changes in work hours to accommodate either individual employee needs or employer work needs. However, in no case will an employee be required by the employer to use trade time if required to work hours outside their normal schedule. In no case shall the number of hours in any workday exceed the employees' regular work shift by more than 2 hours without the payment of overtime.

6.6 SHIFT DIFFERENTIAL.

The County and the Union recognize that a work week may contain three different shifts: day, swing, and graveyard. The County agrees to apply the following shift premium pay in addition to the established wage rate:

- (a) An hourly premium of ~~\$-.80~~ **\$1.50** to employees for all hours worked on shifts beginning between the hours of noon (12:00 p.m.) and 6:59 p.m.; or
- (b) An hourly premium of ~~\$1.20~~ **\$2.25** to employees for all hours worked on shifts beginning between the hours of 7:00 p.m. and 5:59 a.m.
- (c) When computing the overtime rate due an employee receiving shift differential pay, such pay must be included in the overtime rate.
- (d) Employees are not entitled to shift differential pay for a single shift change that is done by request of and for the benefit of the employee.
- (e) Any employee regularly receiving shift differential pay shall receive his normal shift premium when paid for FET, Compensatory Time, and Holiday Time.

Commented [RW19]: Increased Shift Differential payments.

6.7 PROMOTIONAL INCREASE.

Any employee who is promoted shall be paid at a rate no less than that step on the salary schedule which is closest to but higher than the current rate.

6.8 WHEN ASSIGNED TO WORK A HIGHER CLASSIFICATION.

- (a) GENERAL RULE: When an employee is assigned the responsibility for and performs substantially all the duties of a budgeted position which is in a higher classification for one shift within a pay period, the employee will be paid for all shifts worked "out of class" at a rate of 5.5% above the employee's current rate of pay. (Example: a permits specialist (Range 13) working as an engineering specialist (Range 14) receives 5.5%).
 - (i) Working higher classifications than the general rule: Except in the department of public works ~~and~~ road crew, when an employee performs assigned work for at least one shift within a pay period in a position that is either (a) at least two classifications above the employee's current classification, or (b) four or more salary ranges above the employee's current salary range, then the employee shall be paid 11% above the employee's current rate of pay for shifts worked in the higher classification. (Example: An office specialist 2 (Range 7) working as a senior accounting clerk (Range 12) shall be entitled to 11% or a permits specialist working as an engineering specialist 2 (range 17) is entitled to 11%).
 - (ii) In the Public Works road crew, out of class pay shall be paid for assigned actual hours worked by a certified employee. No minimum is required to receive out of class pay for members of the Public Works road crews. (Examples: a utility worker working as a medium equipment operator shall be entitled to 5.5%. A utility worker working as a heavy

Commented [RW20]: Non-substantive clarifying change.

equipment operator shall be entitled to 11%)

- (iii) Whenever two possible interpretations exist with respect to out-of-class pay, the interpretation providing the higher rate of pay shall prevail.
- (iv) When it is necessary for an employee to work in a lower classification, the County shall pay the employee his or her regular rate for his or her regular classification.
- (v) Employees in the closest lower classification who are qualified to perform the duties of a higher classification will be offered higher classification duties within the department on the basis of seniority. Higher seniority employees will be offered the opportunity first. An employee on a "work improvement plan" is eligible for out of class pay but must be placed at the bottom of the seniority list for purposes of this section. When the work improvement plan is complete, the employee will return to normal seniority.
- (vi) Time spent working in a higher classification will be given credit as on-the-job training for any promotional examination.

6.9 PERFORMANCE EVALUATIONS.

- (a) Evaluations. Yearly evaluations will be provided by each department during the anniversary month of the affected employee. Such evaluation shall be a determination of satisfactory or unsatisfactory performance as noted on the personnel action form. Satisfactory performance will result in a yearly step increase as eligible. A step increase may be denied for unsatisfactory performance. Unsatisfactory performance may lead to counseling, work improvement plan or disciplinary action if authorized by this Agreement. Should the yearly evaluation not occur within the anniversary month, the work performance will be deemed satisfactory unless timelines are extended by mutual agreement between the County and the Union. Copies of yearly performance evaluations will be kept in the employee's personnel file.
- (b) It is recognized that departments may continue additional evaluation activities; however, these intermittent evaluation records shall be kept in the working files of managers and employees and not in the County personnel file. Each department shall attempt to meet annually with each employee on a one-to-one basis to cover goals and expectations of the employee and department. Departments are encouraged to provide positive feedback when merited.
- (c) Satisfactory performance: Employees receiving a satisfactory evaluation shall receive a merit increase equal to one step on the salary schedule. Employees at the top step of the salary schedule for their job classification will not receive a merit increase pursuant to this section. Nothing in this section shall prohibit a supervisor from recommending to the County Administrator that an employee receive an early step increase where the supervisor believes that the employee is deserving of such early merit recognition. The County Administrator shall have authority to accept or reject the supervisor's recommendation. In the event an employee receives a merit increase prior to the applicable date, the employee's new evaluation date for the purposes of further merit increases shall be twelve months from the date of the last merit increase.
- (d) Unsatisfactory Annual Evaluation: Management shall provide substantiating evidence of an unsatisfactory evaluation. Unsatisfactory performance may lead to counseling, work improvement plan or disciplinary action if authorized by this Agreement. Where the step increase has been denied, a work improvement plan (not to exceed 180 days per Article 6.10) shall be developed which identifies timelines under which the decision to deny the step increase shall be reconsidered. In the event the performance is deemed sufficient to warrant a step

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increase, the effective date of this step increase shall be the date of reconsideration. Nothing in this section shall change the anniversary date and is not subject to 6.11(c).

- (e) An employee may submit comments or rebuttal to an evaluation.

6.10 WORK IMPROVEMENT PLANS.

- (a) The County may issue a work improvement plan where an employee's performance or behavior is unsatisfactory. Work improvement plans in and of themselves are not considered disciplinary unless attached to a disciplinary action. Such work improvement plans shall include job description expectations; performance deficiencies; criteria or objectives and how they will be measured in order to complete the plan; and consequences and timelines if not completed successfully. Monthly reviews of the progress of the employee in satisfying the work improvement plan will be required. The County may issue a work improvement plan where an employee's performance or behavior is unsatisfactory.
- (b) Failure by the supervisor to conduct the stated periodic review will result in the plan becoming null and void for the purpose of imposing discipline for a failure to complete the work improvement plan. The supervisor may adjust the timing of the reviews provided that the intent of giving the employee updates on their progress is met. This provision does not prohibit the employer from imposing a new work plan.
- (c) Work improvement plans shall have a specified duration not to exceed ~~90~~ ~~180~~ days except in those cases where a department's work is seasonal or where there are rotation cycles, and the performance issues are related to duties performed seasonally or on a rotation basis. In these cases, a work improvement plan may be extended to include review of work performed seasonally. However, in no event shall a work improvement plan exceed ~~180~~ ~~365~~ days. When a work improvement plan is imposed, Human Resources and the Union or designee shall be notified of such action.

Commented [RW21]: Time an employee may be under a work improvement plan was cut in 1/2.

6.11 MERIT RAISE.

- (a) Eligible employees will receive merit raises in accordance with this section on their next regular anniversary date.
- (b) Employees receiving a satisfactory or higher evaluation on their annual evaluation shall receive a merit increase equal to one step on the salary schedule. Employees at the top step of the salary schedule for their job classification will not receive a merit raise, pursuant to this section.
- (c) The annual evaluation date for employees under this section shall be as follows:
 - (i) An annual merit increase pursuant to this section shall be on the basis of 1 year from the date of the last merit or step increase. Except for an employee on probationary status, an annual evaluation pursuant to this section shall be 1 year from the date of the last merit or step increase.
 - (ii) Notwithstanding subsection (i), in the event an employee receives a merit increase in less time than the 12-month period provided for herein, the employee's new annual evaluation date for the purpose of further merit increases shall be twelve months from the date of the last merit increase.

- (iii) Nothing in this section shall prohibit a supervisor from recommending to the County Administrator that an employee receive an early step increase where the supervisor believes that the employee is deserving of such early merit recognition. The County Administrator shall have authority to accept or reject the supervisor's recommendation.

6.12 MILEAGE AND TRAVEL EXPENSES.

- (a) When an employee is authorized to use ~~their~~ ~~his/her~~ own car on official County business, the employee shall be reimbursed at the then-current County mileage reimbursement rate for all business miles. The County will review the mileage rate yearly in comparison with other jurisdictions and the IRS rate.
- (b) Meals will be, when necessary, reimbursed by the employer in accordance ~~with~~ to the schedule on the reimbursement form.

Commented [RW22]: Non-substantive clarifying change.

6.13 EFFECT OF REDLINED SALARY.

It is the intent that an employee's actual salary is at a step that is within the salary range established for the classification. When an employee is paid a salary above the maximum of the salary range of his/her current position e.g., due to re-allocation or reassignment, the employee's salary shall be redlined until it is equal to, or lesser than, a salary step within the salary range established for the classification. When an employee's salary is redlined, no step increases or COLAs will be paid or will become due as a result of non-payment. When the employee's salary range is commensurate with the applicable range and step for the classification, steps, and COLAs, as are applicable, will be granted on the next applicable dates, consistent with this agreement.

6.14 LONGEVITY PREMIUM.

- (a) Employees with the following years of continuous service who are then employed by Yamhill County shall receive, ~~the stated pay as~~ a longevity premium on base salary at the following percentages in the paycheck following their anniversary date, except as provided in subsection (b):

Commented [RW23]: We switched to a percentage instead of a flat \$ amount. This will result in bigger longevity payments for eligible employees.

~~5 years continuous service plus topped out for min., one year~~ - One Percent (1%)

Commented [RW24]: NEW- 5 year and capped out for 1 year will allow longevity payments earlier in people's careers.

10 years continuous service ~~plus topped out for min., one year~~ - One and one half percent (1.5%)

Commented [RW25]: We eliminated the "topped out for one year" requirement on 10 years and above, making more people eligible for Longevity Premiums.

15 years continuous service ~~plus topped out for min., one year~~ - Two percent (2%)

20 years continuous service ~~plus topped out for min., one year~~ - Two and one half percent (2.5%)

25 years continuous service ~~plus topped out for min., one year~~ - Three percent (3%)

- (b) Employees are not eligible for the longevity premium stated in subsection (a) if the employee has received formal discipline within the year preceding the eligibility anniversary date and the discipline has not been removed from the personnel file following a grievance under Article 13, ~~under the following circumstances:~~

Commented [RW26]: Non-substantive clarifying change.

- (i) ~~The employee is on a work plan on the anniversary date; however, the longevity premium will be paid when the employee has satisfactorily completed the work plan.~~

- (ii) ~~The employee has received formal discipline within the year preceding the eligibility anniversary date and the discipline has not been removed from the personnel file following a grievance under Article 13.~~

6.15 BI-LINGUAL PAY (Spanish only).

- (a) Effective following execution, Yamhill County will pay a ~~four six percent (46%)~~ bilingual incentive per month to any employee who meets one of the following criteria:
 - (i) Employee has been selected by ~~the department head~~ management to be “grandfathered in” based on past operational needs.
 - (ii) Employee was hired through a recruitment that specifically stated “Bi-lingual required” as a job qualification. The successful applicant passed a written and oral exam testing fluency in Spanish. Applicants hired into “bi-lingual preferred” positions are not entitled to bi-lingual pay but may qualify at a later date as provided in subsection (iii).
 - (iii) A current employee who does not otherwise qualify for bi-lingual pay under this section will receive bi-lingual pay if (a) ~~the department head~~ management subsequently determines the position requires bi-lingual skills and (b) the employee has passed a written and oral exam testing fluency in Spanish.
 - (iv) ~~As of July 1, 2020, employees receiving bilingual pay shall receive either the four percent (4%) incentive or \$125.00, whichever is greater, per month.~~
- (b) An employee eligible for bi-lingual pay will not lose such pay during absences using FET. Employees eligible for bi-lingual pay will receive bi-lingual pay so long as ~~the department head~~ management determines that use of such skills in the performance of duties is significant or necessary. Upon ~~the department head~~ management’s determination that use of such skills in the performance of duties is no longer significant or necessary, no bi-lingual pay will be paid commencing the pay period following ~~the department head~~ management’s written determination, with a copy to the employee.
- (c) Oral and written testing qualifications will be at the discretion of ~~the department head~~ management based on the operational needs of that department.

Commented [RW27]: We increased Bi-lingual pay by 2%

Commented [RW28]: Obsolete language.

ARTICLE 7 – HOLIDAYS

7.1 HOLIDAYS.

The following shall be recognized as paid holidays:

- | | |
|--|---------------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King's Birthday | Thanksgiving Day |
| President's Day | Day after Thanksgiving Day * |
| Memorial Day | Christmas Eve * |
| Juneteenth (June 19th) | Christmas Day |
| Independence Day | 2 Floating Personal Holidays ** |
| Labor Day | Commissioners' Day *** |

Commented [RW29]: We know this holiday was added by the state, but reflecting it in the Agreement is still a good idea.

Whenever a holiday ~~shall~~ fall on a Sunday, the succeeding Monday shall be observed as the holiday. Furthermore, whenever a holiday shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Union members that are ECF/RTF employees in the Health and Human Services Department, AHM Residential, and other 24/7 continuous operations divisions will observe the holiday on the day of the holiday, except for those holidays that are observed on Mondays.

* Union members employed in the Facilities Maintenance Division, ECF/RTF employees in the Health and Human Services Department, AHM Residential, and other 24/7 continuous operations divisions will not receive the paid holidays of the Day after Thanksgiving Day or Christmas Eve. Instead, they are allowed two additional personal holidays. The personal holidays may be used at the discretion of the employee with the consent of the department head between November 1 and January 31 in the applicable year. Any personal holiday named in this paragraph not taken prior to termination or January 31 of the applicable year, whichever first occurs, is lost. Personal holidays have no cash value.

Union members employed in the District Attorney's Office will receive the paid holidays of the Day after Thanksgiving Day and Christmas Eve unless notified by the District Attorney that they are needed for office coverage. If that occurs, they are allowed to take the impacted holiday day as an additional personal holiday with the above limitations.

** Floating Personal holidays may be used at the discretion of the employee with the consent of the supervisor. However, an employee must be employed for at least three months before the personal holiday may be used. In lieu of taking one or two floating personal holidays, an employee may elect to take a cash payment equivalent to 8 hours pay per floating personal holiday not taken. In all cases, personal holidays must be taken by the end of each fiscal year (June 30th). If not taken by the end of the fiscal year, the personal holiday is forfeited. If no election for a cash payment is made by the end of the fiscal year, the cash payment is forfeited.

*** Commissioners' Day may be taken either the day before or the Monday after Thanksgiving Day, the day before Christmas Eve or after Christmas Day, or the day before or after New Year's Day except that Union members employed in the District Attorney's Office, Facilities Maintenance Division and ECF/RTF employees in the Health and Human Services Department may take Commissioners' Day as scheduled with the supervisor during the months of November, December and January. Commissioners' Day is lost if not taken prior to January 31. Commissioners' Day has no cash value.

7.2 HOLIDAY PAY.

- (a) Eligible employees shall receive ~~8 hours~~ one day's pay for each of the holidays listed in section 7.1 on which they perform no work. If any employee is on authorized leave when a holiday occurs, the holiday shall not be charged against such leave. Unless on a bona fide authorized leave with pay, an employee, to be eligible for holiday pay, must work their full assigned shifts next preceding and following the holiday. Holiday pay shall be prorated for regular part-time employees.
- (b) ~~Holiday pay is for an 8 hour day; 10 hour days shall be supplemented with comp time, FET, trade time, or leave without pay if the employee has exhausted all paid leave.~~
- (c) ~~Departments working a 10 hour day may revert to a 5 day, 8 hour work week in which there is a designated holiday or revert to the practice outlined in Section 7.2(b) as determined by the~~

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Commented [RW30]: For employees working 9, 10, 12 or other alternate shifts, this change will save you from having to use FET to get a full check when holidays occur.

~~department head.~~

7.3 HOLIDAY WORK.

If an employee is required to work on any of the holidays as defined in Section 7.1, they shall receive holiday pay and, in addition to the regular holiday pay, compensation for all hours worked at one and one-half their regular rate of pay or, at the option of the employee, compensatory time off with pay equivalent to one and one-half times the time worked on the holiday. Compensatory time off accrued by reason of authorized work on a holiday as provided herein shall be paid for at the employee's regular rate of pay at the time work was performed if now scheduled, or taken as compensatory time off within 30 days.

ARTICLE 8 – FLEXIBLE EARNED TIME (FET)

8.1 FET CREDIT.

(a) Full time employees shall accrue flexible earned time (FET) as follows:

Months (Years) of Service	Hours FET per month
1-12 (0 – 1)	13
13-59 (1+ - 4.9)	15
60-119 (5+ - 9.9)	17
120-179 (10+ - 14.9)	19
180-239 (15+ - 19.9)	21
240+ (20+)	23

(b) Part-time employees covered by this Agreement shall accrue FET in proportionate amounts to that earned by full time employees.

(c) Employees' FET entitlement shall be calculated on a calendar month basis. For this purpose only, employees whose anniversary date is between the first and fifteenth day of a month shall be considered to have been hired on the first day of the month. Employees whose anniversary date is between the 16th and last day of the month shall be considered to have been hired on the first day of the next month.

8.2 CONTINUOUS SERVICE.

Continuous service, for the purpose of accumulating FET, shall be service unbroken by separation from employment by the County. Time spent by an employee on a paid leave or job-related illness or injury, including workers compensation, shall be included as continuous service. Time spent on unpaid authorized leave will not be counted and part of continuous service for accrual purposes, but employees returning from such leaves and from layoff status shall be entitled to credit for service prior to the leave or layoff.

8.3 MAXIMUM ACCUMULATION.

The maximum FET that may be accumulated by an employee is a number of hours equivalent to 24 times the employee's monthly FET accrual rate. All FET earned in excess of the maximum shall be placed in the Personal Extended Leave (PEL) account.

8.4 PAYOUT OF FET.

(a) Upon termination, bargaining unit members shall be compensated for accrued FET in cash at the employee's then-current salary level according to the following schedule:

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<u>Months (Years) of Service</u>	<u>Percentage of FET Paid Out</u>
0-12 (0 - 1)	0%
13-60 (1+ - 5)	50%
61-72 (5+ - 6)	55%
73-84 (6+ - 7)	60%
85-96 (7+ - 8)	65%
97-108 (8+ - 9)	70%
109-120 (9+ - 10)	75%
121-132 (10+ - 11)	80%
133-144 (11+ - 12)	85%
145-156 (12+ - 13)	90%
157-168 (13+ - 14)	95%
169+ (14+)	100%

Upon retirement, as noted in Section 9.4, all FET shall be paid out at 100% current value.

- (b) In the event of the employee's death, all FET shall be paid out at 100% of current value to the employee's estate.

8.5 FET SELL-BACK.

- (a) An employee with at least one year and up to 14 years continuous service may elect to sell-back up to 40 hours of FET once per fiscal year. An employee with 14 years or more of continuous service may elect to sell-back up to 80 hours of FET once per fiscal year. The employee must have a remaining FET balance of 80 hours after the sell back. Said request shall be in writing on a County approved form and Department head approval shall be required. Payment shall be made as part of the regular paycheck.
- (b) Sell back may not be used in conjunction with donated leave.
- (c) Part-time employees. The provisions of this article will apply to part time employees as prorated. Employees selling back FET must maintain a remaining balance of 80 hours after the sell back.

8.6 MINIMUM USE OF FET.

Employees must use at least 60 hours of FET per year unless waived by mutual agreement of the employee and department head.

Commented [RW31]: Minimum use of FET eliminated.

8.67 USES OF FET.

Accrued FET shall be taken in one quarter hour (0.25) increments.

8.78 EMPLOYEE RESPONSIBILITY (FET BANK/LEAVE WITHOUT PAY).

Employees are required to manage FET leave within their FET allocations except for authorized family medical leave or other exigent circumstances. Leave without pay shall be strictly restricted, be based on the totality of circumstances and subject to department head approval. Failure to manage FET leave as demonstrated by past use of FET and requests for leave without pay, absent justified circumstances, may be subject to progressive discipline.

8.89 FET SCHEDULING.

Approval of FET requests for vacation purposes are subject to the operational needs of the employer. Requests for one week or longer should normally be made at least 14 days in advance. Other requests for a shorter period (less than 5 days) should normally be made at least 24 hours in advance. If an employee has insufficient FET on the books for the request the employer may conditionally approve

subject to the employee having sufficient FET at the time of the vacation. Shorter notice does not prevent the employer from approving the leave. Each department may have its own individual leave policy as long as it does not conflict with this subsection.

8.910 LEAVE DONATIONS.

The current donation of leave program shall continue as per County policy, but the employee must have exhausted all leaves before donations can be accepted.

ARTICLE 9 – PERSONAL EXTENDED LEAVE (PEL)

9.1 PERSONAL EXTENDED LEAVE (PEL).

- (a) All FET accrued in excess of the maximum accrual limits stated in Article 8 shall be placed in the employee's PEL account.
- (b) There is no accumulation limit to the PEL account.

9.2 UTILIZATION OF PEL.

- (a) Employees suffering an illness or injury in excess of 5 consecutive workdays may draw upon their PEL account after the fifth day. PEL is provided by the County solely in the nature of insurance against an employee's loss of income due to illness or injury. Employees may utilize their PEL when unable to perform their work duties by reason of illness or injury, exposure to contagious disease under circumstances by which the health of the employees with whom associated or members of the public necessarily dealt with would be endangered by attendance of the employee, or by illness to the employee's family members in the employee's immediate household. In such an event, the employee shall notify their immediate supervisor, with a copy to Human Resources. The notice will include the reasons for the absence, the nature and expected length thereof, as soon as possible and in no event later than the first half of the first regular work shift unless unable to do so because of the injury or illness. A physician's statement of the nature of the injury or illness, the employee's disability from performing work, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the department head, other supervisor or Human Resources for absences of over three days, prior to the payment of any PEL benefits. A physician's statement may also be required at the option of the department head, other supervisor, or Human Resources when an employee has had three or more non-consecutive absences within a given calendar month, prior to the payment of any further PEL benefits for that month, provided that the employee is notified in writing that a physician's statement will be required. If a physician's statement is required, it shall be directed to Human Resources.
- (b) Notwithstanding subsection (a), an employee with available PEL may exercise a one-time option to sell back up to 40 hours of the PEL once per fiscal year. In the alternative, employees with over 500 hours may sell back PEL up to 80 hours once per fiscal year. Payment shall be made as part of the regular paycheck. Requests for PEL sell back are the sole responsibility of the employee and such requests must be made in writing on the County approved form.

9.3 RETIREMENT FROM EMPLOYMENT.

PEL has no cash-out value upon termination except at retirement, layoff as under Article 15.4, permanent and total disability as a result of a work-related injury, death of the employee, or as provided in Section

9.4, "Sell-Back of PEL Prior to Retirement." In the event of retirement, and where the employee has not elected to exercise rights under Section 9.4, the value of the PEL will be placed in a Retirement Health Savings Plan for the benefit of the employee. Maximum pay-out will be 880 hours of PEL. Pay-out at death will be to the employee's estate. Pay-out of PEL to the Retirement Health Savings Plan at retirement will be allowed providing the following conditions are satisfied:

- (a) The employee is at least 55 years old; and
- (b) The employee has served as a County employee at least 7 ½ years continuous service immediately prior to retirement; and
- (c) The employee is eligible for the County provided retirement program and does not intend to take a full-time job elsewhere.

9.4 SELL-BACK OF PEL PRIOR TO RETIREMENT.

- (a) An employee who has reached the age of 55 and who has 7 ½ or more continuous years of service with Yamhill County, and who is eligible for the County provided retirement program and intends to retire and does not intend to take a full time job elsewhere may elect a one-time option to sell back all or part of accrued PEL within the window period described below prior to the date of retirement.
- (b) An employee qualified to sell back PEL under this section must advise the accounting division of his/her intent to sell back PEL no earlier than November 24 and no later than December 23 in the calendar year prior to the year the employee retires. The income earned from the sell back shall be paid in the next regular paycheck due the employee subject to the time needed to process the payroll.
- (c) Any employee who has more than 880 hours of PEL on the books at the time they request this one-time sellback of PEL shall forfeit all PEL in excess of 880 hours which is the maximum payout upon retirement.
- (d) If this option is exercised, the employee is responsible for all employee state and federal income, FICA and Medicare, and any other employee paid taxes imposed on the income earned from the PEL sell back. Persons who elect this sell back feature may utilize the County's deferred compensation program to defer income taxes on their earnings subject to federal deferred compensation limits and the policies of the deferred compensation provider.

ARTICLE 10 – OTHER LEAVES AND ABSENCES

10.1 CRITERIA AND PROCEDURE.

- (a) Leave of absence without pay, not otherwise protected by law, not to exceed 90 calendar days may be granted upon establishment of reasonable justification therefore in instances where the work of the department will not be seriously handicapped by the temporary absence of the employee. Requests for such leaves must be in writing. Normally such leave will not be approved for an employee for the purpose of accepting employment outside the service of County. Such leaves may be renewed or extended upon request and at the discretion of the County Administrator.

- (b) Leave of absence without pay, as provided for in section 10.1(a), is not allowed until the employee has used all accrued leave, including available holidays in Article 7.

10.2 JURY DUTY.

Employees shall be granted leave for service on a jury. The compensation paid to such an employee for the period of such absence shall be reduced by the amount of money received by him for such jury duty. Upon being excused from jury service before the end of their normal shifts, employees shall immediately contact the department head or other supervisor for assignment for the remainder of his regular workday.

10.3 APPEARANCES.

Leave with pay shall be granted for appearances, in connection with an employee's officially assigned duties, before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority. The compensation paid to such employee shall be reduced by an amount equal to any compensation he/she may receive as a witness fee.

10.4 REQUIRED COURT APPEARANCES.

Leave of absence with pay shall be granted for attendance in court in connection with an employee's officially assigned duties, including the time required for travel to the court and return to the employee's headquarters. Employees whose normal duties require court appearances shall normally be compensated in the form of compensatory time off.

10.5 ASSOCIATION BUSINESS.

- (1)(a) Union stewards and other designated representatives will be allowed a reasonable amount of paid time during their regularly scheduled hours of work to perform Union activities as authorized under the law, including ORS 243.798 and its successors. Designated representatives will not suffer any loss of pay, seniority, leave accrual, or any other benefits while engaging in union business covered by this Article.
- (b) Designated representatives will notify their supervisor of the need for paid time under this Article. Nothing herein is to be construed as a right of an employee to leave their station without supervisory approval. The notice shall state the need for Union business and the estimated duration of absence. The parties agree that Union business will not unduly or unreasonably interfere with County operations, and the Union and County agree to work together to proactively attempt to address any concerns about such impacts.
- (c) The Union will provide a list of the names of Union officers, position held, and Union stewards to the County Administrator no later than January 1st of every year. The Union will promptly notify the County Administrator of any changes to the above-described list.
- (d) Union meetings on County property may be permitted upon availability with advance notification to the Department Head or designee responsible for the facility and provided such meetings do not interfere with County business needs and operations. The Department Head shall notify the Union of any operational impact or concern and the County and Union agree to work together to proactively attempt to address any such operational impact or concerns. The Union shall indemnify and hold harmless the County against any and all claims, damages, suits or other forms of liability which may arise out of the use of County facilities.
- (e) County employees who have been designated by the Union as authorized union representatives ("Authorized Union Representatives") may, upon written requests from the Union, be given short

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term leaves of absence (less than 30 days) to transact business for the Union (“Union Release Time”).

- (i) The Union will cooperate with the County by limiting requests for such Union Release Time to a maximum of three (3) Authorized Union Representatives off at any given time and in a manner which will not interfere with the County's operations.
- (ii) Authorized Union Representatives granted such Union Release Time to conduct labor organization business shall be maintained on the payroll with full accrual of wages and benefits. The Union shall reimburse the County for the fully burdened costs for each Authorized Union Representative taking such Union Release Time. The Union agrees to reimburse the County for all such costs of Union Release Time for each Authorized Union Representative each month for the previous month upon receipt from County of an itemized summary of the costs to be charged to the Union, including any compensation that is paid to the Authorized Union Representatives during a period of Union Release Time, including but not limited to the cost of wages, benefits, workers' compensation insurance and any employer contributions made toward any employee benefits, including but not limited to benefits under ORS chapter 238A, and other administrative costs not to exceed 5% of the Authorized Union Representatives' total compensation package.
- (iii) The Union will defend, indemnify and hold harmless the County for any and all costs including attorney's fees, damages, settlements, judgments, or other costs, obligations and liabilities the County incurs as a result of any actions taken by the Authorized Union Representative on behalf of the Union during the period of Union Release Time.

10.6 WORKERS COMPENSATION.

The County shall pay to the employee their regular pay when the employee suffers a compensable workers' compensation injury provided that any payments from time loss received by the employee shall be immediately endorsed over to the County.

10.7 FAMILY MEDICAL LEAVE.

Family medical leave shall be granted in accordance with applicable law. Employees shall be required to use, in order, any accrued FET, compensatory time, available personal holidays or PEL at the beginning of a period of leave. Extension of leave beyond the statutory period shall be as provided in Section 10.1.

10.8 EDUCATIONAL LEAVE.

After completing one year of continuous service a full-time employee, upon written request, may at the discretion of the department head and the County Administrator be granted a leave of absence without pay by the County for the purpose of upgrading his professional ability through enrollment at an accredited school or course of study. The period of such leave of absence shall not exceed one year but may be renewed or extended upon request of the employee and approval of the department head and the County Administrator. One-year leaves of absence, with requested extension, for educational purposes may not be provided more than once in a three-year period.

10.9 CONFERENCES.

Employees may also be granted time off with pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature that are intended to improve or upgrade the employee's skill and professional ability when approved by the supervisor and/or the Department Head having supervision of the employee. Attendance at such conferences shall be subject to budget limitations and all non-budgeted expenses shall require

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approval by the supervisor and/or the Department Head. No employee shall be authorized to attend a school, training or educational program in excess of one week unless such employee first agrees in writing to either continue in the active employment of County for one full year following completion of the program or, if his employment is voluntarily terminated within that year or while in attendance at the program, to reimburse the County for the salary paid to him while attending such program.

10.10 MILITARY LEAVE.

Military leave shall be granted in accordance with State and Federal law.

10.11 BEREAVEMENT LEAVE.

An employee may be granted up to 5 days paid bereavement leave, to be used within sixty (60) days following the death of the employee's fiancé, spouse, same sex domestic partner, parents, children, brother, sister, grandparent, grandchild, stepmother, stepfather, stepchild, foster parents, foster children and the spouse's same (i.e: spouse's grandparent, etc.), or any other family members residing in the employee's immediate household. The purpose of the leave is to make household arrangements and to attend the funeral. Bereavement leave may be taken intermittently within the time allowed so long as the leave is taken in full-day increments, with the approval of the supervisor. However, once the leave is commenced, the complete amount of the leave must be used within a two-week period.

An employee may also be granted paid bereavement leave to attend the funeral of a current fellow employee. Unpaid bereavement leave may be granted in the event of death of a close friend. Time taken off to attend such friend's or fellow employee's funeral may be scheduled in half-day increments and shall be limited to no more than one day.

Bereavement leave will not be unreasonably denied and any denial can be appealed to the County Administrator. The County Administrator can make exceptions to the two-week period based on special circumstances.

10.12 CONTINUATION OF BENEFITS.

Upon termination, an employee may continue at the employee's expense County benefits as provided by state or federal law.

10.13 RIGHT TO REINSTATEMENT FOR LEAVE UNDER ARTICLE 10.

At the expiration of an authorized leave of absence granted under this Article, the employee shall be returned to the employee's former or similar position. Provided, however, that if the employee returns after 12 months (except for workers' compensation leaves), the employee may be placed on a rehire list and be reinstated when an opening occurs in a job the employee is qualified to perform.

ARTICLE 11 – HEALTH AND WELFARE

11.1 MEDICAL – DENTAL.

(a) The County shall offer Union members medical and dental plans.

~~(b) Effective September 1, 2020, through August 31, 2021, the County shall pay 98% of the Providence Base plan monthly premium for coverage of full-time employees and their dependents. The employee shall pay 2%. In addition, the County shall permit full-time employees to "buy up" to a different plan. The County shall contribute \$100 per month toward the cost of the "buy-up" plan. The employee's share shall be paid by payroll deduction.~~

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(b) ~~From September 1, 2021 through August 31, 2022, the County shall pay 98% of the Providence Base plan monthly premium effective September 1, 2021 for coverage of full time employees and their dependents. The employee shall pay 2%. In addition, the County shall permit full time employees to “buy up” to a different plan. The County shall contribute \$100 per month toward the cost of the “buy-up” plan. The employee’s share shall be paid by payroll deduction.~~

~~From Effective~~ September 1, ~~2022~~**2023** through August 31, ~~2023~~**2025**, the County shall pay 97% of the Providence Base plan monthly premium of September 1, 2022 for coverage of full-time employees and their dependents. The employee shall pay 3%. In addition, the County shall permit full-time employees to “buy-up” to a different plan. The County shall contribute \$125 per month toward the cost of the “buy-up” plan. The employee’s share shall be paid by payroll deduction

(~~c~~) While this Agreement is in effect, the County will provide a Voluntary Employee Beneficiary Association Medical Expense Plan (“VEBA”) to be administered by a third party on behalf of those members who select the Providence Base Plan. Effective September 1, ~~2020~~**2023**, through August 31, ~~2022~~**2026**, the amount of the VEBA is ~~\$100~~**\$125** per month. ~~Effective September 1, 2022 through August 31, 2023 the amount of the VEBA is \$125 per month.~~ The County will not provide a VEBA for those members who choose to “buy-up” to a “buy-up” plan.

Commented [RW32]: Changes in dates, no changes to rates.

11.1 LIFE INSURANCE.

The County shall provide \$10,000 term life insurance for each employee and \$2,000 for ~~their~~ his/her dependents under a plan selected by the County. Employees shall designate their beneficiaries. The County will provide an option for additional life insurance at the employee's cost.

11.2 SHORT-TERM DISABILITY.

The County will pay the full premiums for short-term disability insurance administered through a private carrier in accordance with standards determined and approved by the joint County and union Benefits Committee.

11.3 RETIREMENT.

As determined by PERS, eligible employees shall become members of the Yamhill County PERS non-police & fire retirement plan. The County shall “pick-up” the employee contribution unless prohibited by law.

11.4 DEFERRED COMPENSATION.

The County shall provide for deferred compensation plans offered by a qualified financial institution such as those offered by Nationwide Retirement, ICMA Retirement Corporation and Oregon Savings Growth Plan.

11.5 ELIGIBLE EMPLOYEES.

Full time employees shall be eligible for the health and welfare benefits set forth in this Article on the first day of the calendar month following the month of employment if the employee is hired on or before the 15th day of the month. If the employee is hired on or after the 16th day of the month, then the employee shall be eligible on the first day of the calendar month following the month after the month of employment.

11.6 PART TIME EMPLOYEES.

Regular part time employees shall receive the prorated percentage in proportionate amounts to that received by full time employees.

11.7 **CHANGE OF CARRIERS.**

If a change in carriers is necessary, the County shall notify the Union to enable the Union to discuss the possible changes with the County prior to any such changes being implemented.

11.8 **EARLY RETIREMENT BENEFIT.**

An employee who has served the County for a minimum of 10 years continuous service immediately prior to retirement at or after the age of 58 will be entitled to an early retirement benefit in the form of severance pay in the sum of \$300 for each year remaining from the date of his/her retirement to the age less than of 70.

Commented [RW33]: Non-substantive clarification.

11.9 **OPTIONAL INSURANCE FEE.**

Any employee purchasing optional insurance coverage shall pay as a part of the cost of coverage a service fee of \$.50 per month for each plan the employee participates in. No fee shall be charged for participation in a County-sponsored deferred compensation program.

11.10 **CREATION OF JOINT COMMITTEE ON HEALTH INSURANCE ALTERNATIVES.**

The parties agree to continue a joint committee to study insurance alternatives.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

12.1 **CAUSE FOR DISCIPLINE OR DISCHARGE; TYPES OF DISCIPLINE; REPRESENTATION RIGHTS.**

- (a) The County may discipline, discharge, suspend, or reduce the pay of an employee for just cause. Discipline shall normally be progressive. Suspension shall not exceed two weeks. The County may impose sanctions based on the totality of circumstances and severity of the conduct. Reduction in pay means a lower step on the employee’s salary range.
- (b) Employees engaging in behavior that disrupts the orderly, efficient, or safe operation of business or reduces their performance or the performance of co-workers that reasonably might be expected by management may be subject to discipline. Such behaviors may be defined in the employee handbook or by department policy.
- (c) **Formal Discipline:** Forms of formal discipline include, but are not limited to: letter of reprimand, suspension, reduction in salary, demotion and termination. Discipline will normally be progressive, however any level of discipline may be imposed based on the totality of circumstances and just cause. The County may terminate, suspend, or reduce the pay of an employee for the following actions which do not require prior discipline: dishonesty, including theft, drinking, or being under the influence of intoxicants, when related to employment activity, use or sale of illegal drugs, gross insubordination, conviction of a felony, conviction of a misdemeanor related to work, obtaining leave or benefits under false pretense, deliberate or reckless destruction of the County property, gross misconduct or sexual misconduct in connection with work, or other similar conduct which reflects poorly on County employment.

- (d) **Informal Discipline Coaching/Counseling: The County retains the right to provide instruction and guidance to employees through coaching and counseling.** Forms of informal discipline **coaching/counseling** include, but are not limited to ~~counseling~~, verbal **instruction, advice and** warnings, letters of instruction, and work improvement plans. **Coaching/Counseling is distinguished from formal discipline by a lack of financial harm to the employee, a focus on instruction, and memorializing any alleged facts to the extent necessary to understand the background of the coaching/counseling.** ~~These forms of informal discipline~~ **Coaching/counseling** may serve as evidence **that the County has**

Commented [RW34]: Addresses the issue of stacking a file with "informal discipline." Informal discipline is eliminated. We clarified added "coaching and counseling"

Commented [RW35]: We add this definition to make Coaching and Counseling isn't used for the same purposes as Informal Discipline. Key words here: "alleged facts." We make it clear that this is a tool for performance management, not to prematurely escalate progressive discipline.

attempted to correct an employee's behavior or improve performance in ~~for~~ future formal disciplines. Information regarding ~~informal discipline~~ coaching/counseling shall be kept in the managers working file. ~~Informal discipline~~ Coaching/counseling is not subject to the grievance process. If the ~~informal discipline~~ coaching/counseling is reduced to writing, the employee may provide a written rebuttal.

- (e) Employees involved in disciplinary actions have the right to request union representation or union counsel in any investigatory interviews with management regarding formal discipline. Other representatives in disciplinary actions are permitted only through the mutual agreement of the County and the union.

12.2 DEFINITIONS.

The following definitions shall apply for this Article:

- (a) "Gross insubordination" is the refusal of an employee to obey a lawful order after such order has been communicated both verbally and in writing.
- (b) "Gross misconduct" means any conduct constituting a substantial disregard of the standards of behavior which a reasonable employer has the right to expect. Such conduct may include violation of confidentiality agreements or release of confidential materials contrary to department policy.
- (c) "Sexual misconduct in connection with work" means any conduct constituting sexual harassment or any overt sexual activity occurring in the workplace.

12.3 DUE PROCESS REQUIRED PRIOR TO ISSUING LETTER OF REPRIMAND.

Prior to issuing a letter of reprimand, the manager shall discuss the infraction with the employee. Should any part of the interview involve potential criminal conduct, the employee will be given one of the written "Garrity" warnings provided in a memorandum to this Agreement before discussing the infraction with the employee. If in the course of the discussion, the employee believes formal discipline may result, the employee may request and be granted a union representative. Following the discussion, the manager will determine whether to proceed with formal discipline. If the manager tentatively elects to issue a letter of reprimand, the manager will so inform the employee. The employee may then request the manager delay issuing the letter of reprimand until the employee prepares a rebuttal. Upon such request, the manager is obligated to refrain from issuing the letter of reprimand for at least one working day or as mutually agreed. A time shall then be set by the manager to receive the employee's rebuttal for consideration before the letter of reprimand is issued. A union representative may, upon request, be present when the employee presents the rebuttal to the manager. After considering the rebuttal, the manager will determine whether to issue the letter of reprimand.

12.4 DUE PROCESS REQUIRED PRIOR TO ISSUING FORMAL DISCIPLINE OTHER THAN A LETTER OF REPRIMAND: INVESTIGATORY INTERVIEW AND NOTICE.

In the event the County believes an employee has engaged in conduct that may result in formal discipline other than a letter of reprimand, the following due process will be provided:

- (a) The employee and the Union President, or designee, will be given at least 24 hours advance written notice of intent to interview the employee under investigation for formal disciplinary action. The interview may take place sooner with mutual consent of the parties. The interview will be termed "investigatory interview." The notice will include the nature of the allegations or sufficient information to determine the alleged misconduct, the approximate date of the incident giving rise to the interview, and the employee's right to request a union representative be present during the interview. If such a request is made, it will not be unreasonably denied.
- (b) Interviews will take place at a County facility, or elsewhere if mutually agreed, unless an
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emergency exists which requires the interview to be conducted elsewhere. The County shall make a reasonable good faith effort to conduct an investigatory interview during the employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

- (c) Employees may be compelled to answer all questions in the pre-disciplinary investigatory interview that are reasonably related to the subject matter under investigation. The employee may be disciplined for refusing to answer such questions. Should any part of the interview involve potential criminal conduct, the employee will be given one of the written "Garrity"* warnings provided in a memorandum to this Agreement before interviewing the employee. The County may compel the employee to answer questions, however, any responses may not be used in any proceeding other than the internal investigation unless the employee knowingly provides false statements or information in response to the questions. * *Garrity warnings are included in the appendix.*
- (d) Interviews shall be conducted professionally without intimidation or abuse.
- (e) The employee shall be entitled to such reasonable intermissions as reasonably necessary.
- (f) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts pertaining to the incident that is the subject of the investigation. Nothing in this section shall prohibit the County from questioning the employee about information that is developed during the course of the interview.
- (g) If the County or the Union tape records the interview, all participants will be so notified before the interview begins. A complimentary copy of the complete interview of the employee shall be furnished, upon request, to either party. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the County or the employee, the other party shall be given a complimentary copy.

12.5 NOTICE OF POSSIBLE FORMAL DISCIPLINE; REQUIREMENT FOR PRE-DISCIPLINARY "LOUDERMILL" MEETING FOR DISCIPLINE EXCEEDING A LETTER OF REPRIMAND.

- (a) Notice of Possible Formal Discipline. At the option of the County, the County may propose a Notice of Possible Formal Discipline to resolve a disciplinary matter by mutual agreement in lieu of the pre-disciplinary "Loudermill" meeting described in subparagraph (b). The Notice of Possible Discipline may be offered with or without an investigatory interview. A Notice of Possible Discipline will describe the facts, alleged misconduct and proposed discipline. The employee may either accept or reject the proposed discipline. If the proposed discipline is accepted, discipline will be imposed in accordance with the notice. If the proposed discipline is rejected, the County may proceed to give written notice of a disciplinary "Loudermill" meeting as described in subparagraph (b).
- (b) "Loudermill" meeting. Following the investigatory interview or Notice of Possible Formal Discipline process described above, if the County elects to proceed with formal discipline, the County will provide the employee and union representative with written Notice of Disciplinary Meeting. The notice will include the time and place of the meeting, a summary of the preliminary findings, the alleged misconduct, and a range of the possible discipline. The parties will attempt to set the meeting by mutual agreement. At the meeting, the employee or the employee's designee will be given the opportunity to provide any explanation desired, including mitigating evidence or circumstances. At any time during or before the Loudermill meeting, the County, union or affected employee may request a collaborative discussion as provided in subparagraph (c) to attempt to resolve the issues leading to the possible discipline. The

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collaborative discussion will only take place upon mutual agreement of the parties.

- (c) The parties by mutual agreement may enter into the collaborative discussion authorized by this section. The parties will set a time frame for completion of the collaborative discussion. The purpose of this discussion is to provide either party the opportunity to provide additional evidence, mitigating or aggravating circumstances related to the potential discipline. The parties agree to maintain an informal setting for the meeting. Either party may record the meeting. The County may not decide on the final discipline to be imposed until after such meeting. The parties may agree to alternative forms of discipline or other resolution as they deem appropriate. Such solutions shall not constitute a precedent for other disciplinary cases. The collaborative discussion is subject to the following terms:
 - (i) While the collaborative discussions are taking place, all other contractual time frames in Article 12 shall be frozen.
 - (ii) The County, union or affected employee may terminate the collaborative discussions at any point. If collaborative discussions are terminated, the time frames in Article 12 resume.
 - (iii) Where a disciplinary action may result due to a conflict between bargaining unit employees, the manager or supervisor may solicit the assistance of the union in mediating the conflict as an alternative to imposing discipline.

12.6 IMPOSITION OF FORMAL DISCIPLINE.

- (a) If the County determines that discipline is warranted, the County will issue written Notice of Discipline to the affected employee. The notice will include a summary of the facts, the policy violations or misconduct determined to have occurred and an explanation of the discipline imposed.
- (b) The employee or union representative, upon request, shall be furnished with a copy of the reports of the investigation which shall contain all known material facts of the matter, witness statements, tape recordings, and any other materials relied upon to impose discipline. The employee shall also be given the names of all witnesses and complainants who provided testimony against them and/or whose statements may be used against them. These will be provided at no cost to the employee or Union.
- (c) When the County issues a letter of reprimand, reduction in pay, suspension without pay or discharge, it must do so within 45 calendar days of the day the County first has knowledge of the conduct giving rise to the discipline; otherwise the discipline will be disallowed. If the County is unable to meet the 45-day deadline, it will so advise the union and request an extension of time in which to issue the discipline. Mutual agreement to the extension will not be unreasonably withheld. A copy of the notice of discipline shall be given to the union and affected employee immediately.
- (d) In no event will an employee be discharged or suffer loss of pay due to disciplinary action until the County has given at least three days (which may be extended by mutual consent of the parties) prior written notice to the employee and the union of the alleged misconduct leading to the discipline.

12.7 MINIMUM MONITORING REQUIREMENTS FOLLOWING FORMAL DISCIPLINE.

In the event that the County imposes formal discipline, excluding termination, the discipline will provide for two dates approximately six months and one year in the future to review the progress the employee is making resolving the issues for which discipline was imposed. Nothing shall preclude meetings on a more

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frequent basis if desired. A brief summary of said meetings will be reduced to writing by management. In the event that the supervisor fails to meet the timeline set for the meeting, the employee or the Union shall have 30 days in which to request the meeting. In the event that the supervisor fails to hold the meeting at the employee's request, the formal discipline shall have no further force or effect. The employee shall be given the opportunity to have a union representative present at said meetings. However, it is not the County's responsibility to make such arrangements. Timelines begin from imposition of discipline regardless of grievance filing.

12.8 RECORDS.

- (a) An employee subject to discipline shall be given a copy of any disciplinary action entered in his personnel file within five days of such action. Employees may place statements of rebuttal or mitigation in their personnel files.
- (b) Letters of reprimand shall be removed from the personnel file after 24 months, and other formal disciplines after three years. The removed discipline shall then go into a confidential file, maintained by Human Resources and will be effective for the disciplinary process only if the employee commits the same offense within the next 24 months.
- (c) The contents of the personnel file shall be limited to the employment application, personnel actions, formal disciplines, yearly performance evaluations, or other records (i.e., certifications, releases of information, work-related training records) as required by law or lawful purpose. Employees may elect to include evaluations and other records in their personnel file upon mutual agreement of the employee and the manager.

12.9 GENERAL.

- (a) The County and Union may mutually agree, in writing, to extend any timelines of this Article.
- (b) Lie Detector Tests: No employee will be directly or indirectly compelled to provide polygraph or voice stress tests in any disciplinary proceeding under Article 12.

ARTICLE 13 – SETTLEMENT OF DISPUTES

13.1 GRIEVANCE AND MEDIATION PROCEDURE. ALTERNATIVE RESOLUTION OF GRIEVANCE THROUGH COLLABORATIVE RESOLUTION.

Any grievance or dispute which may arise between the parties concerning the application, interpretation or meaning of this Agreement, shall be settled in the following manner:

Informal Initial Review: Before filing a written grievance, the employee or Union shall discuss the complaint with the supervisor and/or department heads in an effort to informally resolve the dispute.

A grievance regarding a disciplinary matter that resulted in the imposition of a demotion, suspension without pay, or termination shall be initiated at Step 2 of the grievance process.

Collaborative Resolution Process: At any stage of the grievance process, prior to an arbitration hearing, parties may mutually agree to enter into a collaborative resolution process, freezing timelines established in each grievance step. Upon agreeing to this process, parties shall, in writing, mutually agree upon time frames for completion of the process. The parties may mutually agree to extend those time frames. If the parties are unable to resolve the dispute via collaborative resolution, the grievance

Commented [RW36]: Moved from below.

may be advanced to the next step. All grievance settlements reached through the collaborative resolution process are non-precedential and shall not be cited by either party or their agents or members in any arbitration or fact-finding proceedings. Grievance settlements reached through this process shall be reduced to writing and signed by the Union representative, grievant, and management representative. Actions taken pursuant to the resolution of grievances through the collaborative resolution process shall not be deemed to establish or change practices under the Collective Bargaining Agreement or ORS Chapter 243 and shall not give rise to any bargaining or other consequential obligations.

Step 1: If the grievance has not been resolved in the informal process above, it may be presented in writing by an authorized Union Representative to the Department Head within twenty-one (21) calendar days after the initial occurrence which gave rise to the grievance. However, the twenty-one (21) days may be waived in step one by mutual written agreement of the parties.

A grievance regarding a disciplinary matter that resulted in the imposition of a demotion, suspension without pay, or termination shall be initiated at Step 2 of the grievance process.

The parties agree that in order to resolve disputes concerning the application, interpretation or meaning of this Agreement the Union needs to provide sufficiently detailed information so that the County can effectively respond to and investigate the alleged misconduct and consider potential appropriate action. The grievance shall **must** clearly set forth the specific basis of the grievance including the **following specific information:** (i) the relevant facts **including and** the name(s) of the aggrieved employees **and the name(s) of any employees, supervisors, managers or department head or other individuals known to be involved,** (ii) the specific CBA Agreement Article(s), and **relevant** subsections if applicable, alleged to **have been** violated, (iii) a **detailed description and explanation of what is alleged to have occurred and how the aggrieved employee(s) or Union believes the Agreement has been violated,** (iv) **specific dates and times when the alleged violations occurred,** and (v) the requested remedy, whether filed at Step I or Step 2. **Any Step I grievance must be made using the form attached hereto as Appendix C. Ambiguous statements such as "...any Article or Section which might apply," without the above specific relevant facts, are insufficient and not in compliance with these requirements.** If the Union **needs additional time** is unable to **provide** articulate the above-described specific information, it will so advise the County **in writing** and request an **reasonable** extension of time in which to provide that **the required** information. Mutual agreement to the **a reasonable extension of time** will not be unreasonably withheld.

If the above-described specific information is not provided to the County within the applicable timelines the grievance filing shall be deemed incomplete and the County shall have no further obligation to process the incomplete grievance.

The Department Head shall respond in writing to the **Step I** grievance within ~~seven~~ **fourteen (7/14)** calendar days of receipt. The response shall be submitted to the Union and grievant.

Step 2: If the grievance remains unadjusted, it may be presented by the Union to the County Administrator within seven (7) calendar days after the response specified in Step 1 is due. The Union's presentation shall not be considered a grievance unless it states specifically that it is a grievance being filed at Step 2, and **clearly sets forth the basis for the grievance including all of the information required to be provided under Step I above, including the requested remedy. Additionally, for all Step II grievances that are appealing the Step I response, the Step II grievance submitted by the Union shall also provide a detailed rationale and detailed explanation of why the Union disagrees with the Department Head's response at Step I, including any additional information deemed relevant by the Union and that would be necessary or important for the County to consider. Any Step II grievance must be made using the form**

Commented [RW37]: This grievance procedure is a mixed bag. The Bargaining Team did all they could to mitigate the magnitude of crap that was thrown at us. That being said, your prior grievance procedure wasn't great either. Overall, I think the good outweighs the bad, and this is a better process than you had before.

Commented [RW38]: This is true, we need to provide information.

Commented [RW39]: This is all stuff that should be included in a grievance. We inserted the key word, "if known" to ensure that information can only be provided to the extent it is known to the steward/grievant.

Commented [RW40]: I don't know why they wanted it attached. It seems silly, but whatever.

Commented [RW41]: This language triggers someone on the management team. Nevertheless, this language says that a grievance that simply states "any article that may apply" is insufficient.

Commented [RW42]: I suspect that this language will be problematic. However, this will also be subject to the grievance procedure.

attached hereto as Appendix C. Ambiguous statements such as “...any Article or Section which might apply,” without the above specific relevant facts, are insufficient and not in compliance with the requirements of the Agreement. recites the specific information outlined above. If the Union needs additional time to provide the above-described specific information it will advise the County in writing and request a reasonable extension of time in which to provide the required information. Mutual agreement to a reasonable extension of time will not be unreasonably withheld. Failure of the Union to so specify will alleviate the County of any obligation to proceed further.

If the above-described specific information is not provided to the County within the applicable timelines (i) the grievance filing shall be deemed incomplete and the County shall have no further obligation to process the incomplete grievance.

The County Administrator or its designee shall respond in writing to the Step II grievance union within seven fourteen (7/14) calendar days of receipt of the Step II grievance. The response shall be submitted to the Union and grievant.

Any grievance by the County shall be filed with the Union at Step 2 within fourteen (14) calendar days of its occurrence, and shall be subject to the same requirements contained herein with regard to the form of the grievance. The Union shall respond to any County grievance filed pursuant to Step 2 within 14 (fourteen) calendar days.

Step 3:

Board of Adjustment or Mediation and Arbitration (Economic Disciplines).

- (a) If the grievance has not been resolved at Step II, either party does not pertain to an imposition of economic discipline and remains unadjusted, it may submit a written notice to the other party of the intent to move to mediation and arbitration. be presented by County or Union to a Board of Adjustment consisting of two persons appointed by County and two persons appointed by the Union. Written notice of intent to move to mediation and arbitration must The grievance shall be received by the other party submitted within seven fourteen (7/14) calendar days following receipt of the Step II after which the response, specified in Step 2 is due. If no such written notice of election to move to mediation and arbitration is received by the other party within fourteen (14) calendar days following receipt of the Step II response or the end of mediation, then the grievance will be deemed dismissed with prejudice. The Board shall, within fourteen (14) calendar days of the date the grievance is received, set a date for a hearing. The Board shall set a hearing date as expeditiously as possible. The Board shall hold a hearing at which evidence shall be received, testimony taken and the right of cross-examination provided. The Board shall respond to the parties in seven (7) calendar days after the hearing is held. The grievance shall be fully settled if three or more members of the Board of Adjustment agree upon a settlement which may be a compromise position of the parties. This decision shall be final and binding upon the parties.
- (b) If the grievance pertains to an imposition of economic discipline and remains unadjusted, it may be presented by either party for mediation. Within fourteen (14) calendar days of the County Administrator's receipt of the Union's written notice of intent to proceed to Step III, the parties will mutually agree to an mutually acceptable mediator or mutually agree to use either a mediator appointed by the ERB or another agreed upon provider. Mediation will have a cap of 60 days from notice of election to mediate. If, after meeting in mediation for at least 60 days the grievance remains unsettled, within after the 60th days, either party may move to Step 4(e), the grievance will proceed to binding arbitration. The parties may mutually agree to extend the 60 days, but such agreement must be in writing and occur before the expiration of the initial 60 days. Additionally, the parties may, by mutual written agreement, waive the Step III

Commented [RW43]: This language is repeated from Step 1. Same Comments apply here.

Commented [RW44]: The Board of Adjustment was eliminated. The BOA required 5 people to coordinate schedules, and was nearly impossible to schedule. It is the place where grievances went to die.

requirement to go to mediation and agree to proceed directly to arbitration.

Step 4:

- (a) ~~If a majority of the Board of Adjustment cannot agree upon a decision and the grievance remains unsettled, the members of the Board of Adjustment shall select a fifth member, with a desired background in labor, to cast a deciding vote. If the members of the Board of Adjustment cannot agree to a fifth member within twenty-one (21) calendar days, union and County shall meet and agree upon a fifth member.~~
- (b) ~~The parties hereto may, by mutual agreement in writing, suspend or modify the time limits specified above in regard to the resolution of any particular grievance or dispute~~
- (c) ~~Notwithstanding subsection (a), in grievances involving the imposition of economic discipline or the discharge of a union member from employment with the County, a single arbitrator shall hear the grievance at Step 4. In such an event, the arbitration shall be governed by the following procedure:~~

~~Selection of an arbitrator. County and Union shall jointly request from the Employment Relations Board the names of seven qualified arbitrators. County and Union will select an arbitrator by alternatively striking names.~~

Within fourteen (14) calendar days of receipt from the other party of their intent to proceed to arbitration the parties, or their representatives, shall attempt to mutually agree upon an arbitrator based on the recommendations of the parties. In the event the parties cannot mutually agree upon an arbitrator, the parties, or their representatives, shall make a request to the Oregon Employment Relations Board for a list of the names of seven (7) arbitrators. Within seven (7) calendar days of the receipt of the list, the arbitrator will be chosen by the method of alternate striking of names. The order of striking to names shall be determined by which party requests arbitration and the requesting. That party will shall make the first strike. One name at a time shall be struck until only one name remains on the list. The final name remaining on the list shall be accepted by the parties as the arbitrator.

~~Binding nature; authority. The parties agree that the arbitrator's written decision or award of the arbitrator shall be final and binding on each party and that they will abide thereby. T but the arbitrator shall not have the power or no authority to alter, modify, amend, add to, or subtract from or otherwise alter the change any terms of this Agreement. The arbitrator's decision will be based on at least the following factors: just cause, due process and flaws for lack of just cause, the totality of circumstances, public policy and a reasonable person standard when applicable.~~

~~The arbitrator's fee and expenses shall be borne paid seventy-five percent (75%) by the losing party, and twenty five percent (25%) by the winning party. Each party is otherwise responsible for their own expenses and all other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.~~

Commented [RW45]: In place of the BOA is a standard Arbitration Clause. Mediation is required, but that runs concurrent with the scheduling of Arbitration, which are never scheduled within 60 days.

Commented [RW46]: Loser pays for the Arbitration. I love this language and am glad you adopted it here. It provides an incentive to settle weak grievances, and a financial penalty for non-economic violations of the Agreement.

Commented [RW47]: This is about transcripts. Transcripts take time to put together and typically lengthen post hearing briefs and the time needed to create them. This language provides a disincentive to request them as the party requesting has to pay the entire cost. They are not cheap.

13.2 ASSOCIATION UNION REPRESENTATIVES

- (a) Union Stewards or authorized Union representatives shall be permitted to reasonably investigate and process grievances without loss of pay. Such persons will notify, and gain written approval

of, ~~his/her~~ their supervisor before leaving the work site to process a grievance, their purpose for said absence, and their reasonable approximate return time. Activities of its representatives in connection with association, excepting attendance at meetings with supervisory personnel and aggrieved employees arising out of a grievance already initiated by an employee shall not interfere with their or other employees' regular work assignments as employees of County.

- (b) Cases which involve discipline action that includes termination may involve up to 2 representatives on County time.
- (c) Official grievance activities shall be limited to affected parties.
- (d) Only designated Union representatives may represent the employee in the grievance process. However, both Union and management may agree to bring in other parties to assist in resolving the grievance.

13.3 GRIEVANCE MEETING.

- (a) Grievance investigation and processing shall be scheduled in a manner that minimizes disruption to department operations.
- (b) When, because of operational reasons, a Union representative is denied participation in a grievance investigation or meeting, the representative's supervisor will accommodate a new meeting time.
- (c) Whenever possible, a grievance investigation shall be performed in a confidential setting apart from on-going office operations.
- (d) Official grievance activities shall be limited to the affected parties.
- (e) All grievance processing and information should be confidential between the parties.
- (f) Union representatives shall not actively seek grievances on County time.

ARTICLE 14 – PROBATIONARY PERIOD

14.1 PURPOSE.

The probationary period is an integral part of the employee selection process and provides the County with the opportunity to upgrade and improve the quality of its service by observing a new employee's work, training and aiding new employees to adjust to their positions and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

14.2 DURATION OF PROBATIONARY PERIOD.

- (a) Every new employee hired into the bargaining unit shall serve a probationary period of nine (9) full months.
- (b) An employee's initial probationary period may be extended up to three (3) ~~six (6)~~ additional months by mutual agreement of the Union and the County. Mutual agreement to the extension will not be unreasonably withheld.
- (c) A department head may require a probationary period longer than nine (9) months if the

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Commented [RW48]: We reduced the amount of time a probation can be extended.

department head has cause to believe that the candidate's training, certification, or experience dictate a longer probationary period. Prior to initial hiring, the manager shall notify the Union president or ~~their~~ his or her designee.

- (d) In those situations where Union consent is required to extend a probationary period, such consent shall not be unreasonably denied.

14.3 **PROBATIONARY CONDITIONS.**

- (a) The Union recognizes the right of the County to terminate probationary employees defined in Section 14.2 above for any reason and to exercise all rights not specifically modified by this Agreement with respect to such employees, including but not limited to, the shifting of work schedules, the assignment of on-the-job training, cross-training to other classifications, the assignment to educational courses and training programs, and the requirement that such employees attend training programs on their off-duty time for which they will be compensated on a straight time basis by the granting of compensatory time off.
- (b) ~~All p~~Probationary employees shall meet ~~bi-monthly~~ **twice monthly** with ~~their his/her~~ supervisor to review performance expectations. ~~Any employee who has their probation extended pursuant to section 14.2(b) shall meet monthly with his/her supervisor to review performance expectations.~~
- (c) Nothing in Section 14.2 diminishes the County's right to terminate a probationary employee at any time.
- (d) Except for paid vacation leave and paid sick leave of less than five consecutive days, time spent on leave is not included in the nine (9) month probationary period.

Commented [RW49]: Non-Substantive clarifying change.

14.4 **PROBATION IN PROMOTIONAL POSITION.**

Persons promoted or reclassified to a higher position shall serve a promotional probationary period of six months. In the event the employee is unsuccessful in the new position, the employee shall be returned to the former position or another suitable and available position, as determined by the County Administrator. The supervisor will meet with the promoted employee **twice monthly** ~~bi-monthly~~ to review performance expectations.

14.5 **NOTICE TO UNION.**

The County shall provide advance notice to the Union president or designee prior to the County Administrator's authorization of the hiring of an employee into the bargaining unit at pay level Step 3 or above to provide the opportunity for the union to comment on such hiring to the County Administrator. Nothing in this section is intended to grant the union the right to become involved in the hiring process beyond the ability to voice concerns.

ARTICLE 15 – LAYOFF AND RECALL

Definitions as applicable to this Article:

DEPARTMENT is defined as a major, distinct business unit of the County which may be separated into specialized divisions for the purpose of organized business activities, e.g., Public Works Department. For purposes of this Article, a department is not a program (defined below) and excludes the Department of Health and Human Services (HHS).

SENIORITY is defined as the date the employee was hired into a bargaining unit position less time away from Yamhill County on an unpaid status. Unpaid status may include: 1) Voluntary separation; 2) Involuntary separation (termination or layoff); 3) Moving to non-bargaining unit status; 4) Reduction of hours to less than 20 hours per week.

TENURE is defined as the amount of time worked within a classification for purposes of this section. To utilize tenure, an employee shall have worked at least five (5) FTE years of seniority within the classification.

FULL TIME EQUIVALENT (FTE) is defined as an employee working 40 hours per week as a member of the AFSCME bargaining unit.

PART-TIME EMPLOYEE is defined as an employee in the bargaining unit who works less than 40 hours per week but 20 hours or more per week. Both seniority and tenure shall be prorated by the % of FTE worked; for example, a .75 FTE employee working for 12 months would be credited with 3/4 year's seniority and tenure.

PROGRAM is defined as a major unit within the Department of Health and Human Services (HHS), except as applied to clerical classifications as indicated in the current County budget, for example, Mental Health. For the purpose of this Article, a program is not a department.

VACANT POSITION is defined as follows:

- (a) It is contained in the budget or has been approved by the Board of Commissioners.
- (b) Sufficient resources to pay wages and benefits for the position for the balance of the fiscal year, unless the position is identified as temporary.
- (b) The department/program holding the position is either in the recruitment process or ~~begins~~ begins the recruitment process within 45 days of the effective date of the layoff.

15.1 **LAYOFF.**

- (a) In the event layoffs become necessary:
 - (i) Employees with less than 5 years of FTE service within the classification shall be released in the inverse order of FTE service within the classification in the department or program in which the person is employed.
 - (ii) Employees with 5 or more FTE years of service shall be released in inverse order of seniority.
- (b) The County shall notify employees, and the Union President, subject to layoff a minimum of fifteen (15) calendar days prior to the effective date of the layoff. The County Human Resources Manager shall notify employees of their options under the provision of Article 15.
- (c) Employees shall have 7 calendar days to notify the County, in writing, of the option the employee shall exercise.
- (d) Prior to layoffs, either party may request discussion of the options of furlough, reduced workweek, reduced workday or temporary closure.

- (e) The Human Resources Manager shall assign each position to a classification family. The assignments shall be reviewed and approved by the Classification committee. When new positions are created, the Classification committee shall, upon recommendation of the Human Resources Manager, assign the new position to a classification family.

15.2 **BUMPING.**

- (a) When notified of a layoff, an employee has the following options:
 - (i) Decline to bump and accept a layoff.
 - (ii) Apply for a vacant position as defined in this Article and/or bump into another position within the same classification family. (Preference for employee selection shall be as defined in Article 18.)
- (b) Employees choosing not to accept layoff are encouraged to apply for vacant positions so as to cause the least disruption to other employees and to County operations. In the event that the employee is not successful in filling a vacant position and/or chooses to assert bumping rights, bumping shall proceed as follows *:
 - (i) An employee with at least 5 years tenure has the following additional bumping right which may be exercised one time only. The employee may bump any one other employee in the same or lower classification within the classification family Countywide. Choice will be given among the three least senior positions for which the laid-off employee is qualified (or can become qualified for during the 90-day orientation period). The bumping employee must demonstrate that he/she meets the minimum qualifications and has the required certifications or licenses to perform the job. Employees who lack the necessary certifications or licenses and who can obtain them within the 90-day orientation period shall be permitted to bump. Definition of qualifications for the purpose of the section will be described in Article 15.2(b)(vi).
 - (ii) The employee may exercise the one-time option to bump into the same classification family and same department/program. An employee may bump any junior employee in the same classification family and same department/program. An employee need not have five years continuous service to exercise the one-time bump provided a junior employee then occupies a position in the same classification family and same department/program. An incumbent who is bumped by an employee exercising the one-time bump may in turn exercise the same right provided an employee junior to the incumbent occupies a position in the same classification family and same department/program.
 - (iii) If an employee has tenure in a classification family other than the classification family in which the employee is currently employed, the employee shall have the option of bumping into his/her former classification family as per subsection 15.2(b)(i).

* **note:** an employee with five years tenure may exercise bumping rights under only one of the following sections: 15.2(b)(i),(ii), or (iii).

- (iv) If an employee chooses to bump into a position with a lower rate of pay, the employee's pay will be adjusted to the salary range of the new position into which he/she has bumped. The employee's former step will be maintained within the new pay range.
 - (v) If, in the judgment of the department head, an employee cannot adequately perform the duties of the job to which he/she has seniority to bump, the employee shall be so advised within 10 calendar days of making a formal request to bump.
 - (vi) Determination of qualifications shall be accomplished by the same process utilized in selecting the most recent employee in the position. If the employee disagrees, he/she shall have the right to refer such disagreement to the review board as described in Section 15.7 within 10 calendar days.
- (c) The employee may not bump under the following conditions:
- (i) The employee has received a formal discipline under Section 12.6 of the collective bargaining agreement within the previous 12 months. As only used in this subsection, "formal discipline" means a disciplinary action that has been finally sustained under the grievance process, if any.

15.3 ORIENTATION PERIOD.

- (a) An employee who has bumped shall serve a 90-calendar day orientation period, unless waived by the supervisor. If the supervisor waives the orientation period, the employee has full contractual rights and benefits. The purpose of the orientation period is to learn and demonstrate the ability to perform the job.
- (b) An orientation plan shall include the following elements:
 - (i) The list of duties the employee is expected to perform.
 - (ii) Measurements of the ability to perform the duties. Performance measures may include accuracy, volume of work performed or other reasonable criteria.
 - (iii) Any behavioral skills generally required of other employees holding similar positions within the department/program.
 - (iv) The plans shall be in writing with sign-off by the YCEA steward and the bumping employee for reasonableness and consistency with other orientation plans. Dates on which progress shall be reviewed will be noted in the plan.
- (c) The plan, and the employee's performance of it, shall be reviewed with the employee at the ~~mid-point~~ midpoint and end of the 90-day period. During the 90-day orientation period, the employee retains all contractual rights and benefits. If the employee is unable to demonstrate the ability to learn and perform the job, as outlined in the plan, the employee shall be laid off with no further bumping rights, unless recalled.
- (d) The 90-day orientation period may be extended by mutual agreement if the parties agree that circumstances have not allowed an appropriate period of review of the employee's ability to fulfill the requirements of the position.

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15.4 FET PAYOUT.

Employees who are laid off may elect to either:

- (a) Receive payment for their FET as provided in Article 8.4. In the event of a layoff the employee shall receive at least ~~50%~~ **75%** of the value of their FET and any PEL under the FET schedule (Article 8.4); provided, however, that no compensation will be paid under this subsection to an employee with less than 12 months continuous service.
- (b) The employee may hold their FET/PEL for a period of one year or until recall, whichever comes first. If the employee is not recalled to employment after one year, the employee shall be paid for their FET as provided in Article 8.4 with a minimum payment of 50% of the value of the FET at the time of layoff.
- (c) Negotiated layoffs in lieu of disciplinary action between the County and the employee are not subject to the minimum ~~50%~~ **75%** payoff of FET.

Commented [RW50]: FET payout increased if you get laid off.

15.5 PART-TIME EMPLOYEES.

Notwithstanding any other language found in this Agreement, a part-time employee working 20 hours or more per week shall be treated as a full-time employee for layoff and bumping purposes, but the part-time employee's seniority will be **prorated** ~~pro-rated~~ based upon the average hours of work.

15.6 PART-TIME POSITIONS.

Employees are subject to the FTE allotment of the position into which they bump.

15.7 REVIEW BOARD.

The standing committee on reclassification shall serve as the "Seniority Review Board." Should an employee believe that he/she meets the qualifications of a job, which the department head has advised to be contrary, he/she may appeal such a dispute to the Seniority Review Board. The Board shall take testimony and evidence from the department head and the employee in the same manner as the Grievance Adjustment Panel. The Board shall determine, by majority vote, whether the employee has the ability to meet the qualifications of the job in question. The decision of the Seniority Review Board shall be binding on the parties.

15.8 RECALL.

Employees who are on layoff for a period of 1 year or less shall be reinstated to their former position in the event that the former position is re-authorized by the Board. Employees who are on layoff will be notified of any vacancies within their classification family for the period of 1 year and shall be given preference, per Article 18.

ARTICLE 16 – GENERAL PROVISIONS

16.1 NO DISCRIMINATION.

- (a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender, marital status, race, color, creed, national origin, political affiliation, membership or non-membership in the Union, and sexual orientation, as also reflected in the employee handbook. The Union shall share equally with County the responsibility for applying the provisions of this Agreement.

- (b) All references to employees in this Agreement designate both sexes and gender identities. Wherever one gender is used it shall be construed to include male, female and other gender identities of employees.
- (c) Employees shall have the right to form, join, and participate in the activities of association or any other labor organization, or to refrain from any or all such activities, and there shall be no discrimination by either County or Union by reason of the exercise of such right except as specifically provided herein.
- (d) Nothing in this Agreement shall be construed as precluding or limiting the right of an employee to represent him or herself in individual personnel matters.

16.2 EXISTING CONDITIONS.

Only such existing and future work rules and benefits as are specifically covered by the terms of this Agreement shall be affected by recognition of the Union and the execution of this Agreement. If modification of work rules or benefits covered by a specific provision of this Agreement is proposed, any such modification may be negotiated between the parties hereto. Whenever any conditions are changed or new conditions are established, they shall be posted prominently on all employee bulletin boards for a period of fourteen (14) calendar days. The benefits provided by this Agreement shall be exclusive and shall be in lieu of all economic or related benefits heretofore provided by the County. Nothing in this Agreement, however, shall be construed to prohibit or limit the right of the County to grant bonuses, time off with pay for personal reasons, natural disasters, rescue work or property damage, consistent with the County's prior practice or orders, or to pay an employee at a rate higher than the rates specified herein, consistent with the terms of this Agreement.

16.3 TOOL REPLACEMENT; TOOL ALLOWANCE.

- (a) The County agrees to insure all mechanics' tools at the same coverage as other County tools and equipment at current replacement values for ~~any and~~ all losses incurred by fire, theft and/or any other cause of destruction of said tools. Accordingly, a six-month inventory of each mechanic's tools shall be performed by the mechanic and one representative of County.
- (b) For tools purchased after July 1, 2020~~23~~, the County agrees to reimburse mechanics and mechanics assistants in the Department of Public Works for tools used in connection with their work for the County, up to a maximum amount of \$400 ~~\$600.00~~ per year per mechanic or mechanics assistant. Before making a reimbursement under this subsection, the employee must provide the supervisor with original receipts reflecting the employee's payment for the tool or tools.

Commented [RW51]: Increased Tool Allowance by \$200

16.4 SAFETY COMMITTEE.

There shall be established a ~~seven-member~~ **nine-member** County Employee Safety Advisory Committee (ESAC). ~~One of these members shall be the County Safety Officer, who shall be Chairman of the Committee.~~ **The chair of the ESAC shall be elected in accordance with the ESAC by-laws.** They shall present the recommendations of the ~~ESAC Committee~~ to the County Administrator and other appropriate officers as directed by the ~~ESAC Committee~~. Each member shall have one vote. Three members of the ~~ESAC Committee~~ shall be selected by the Union with no more than one person from any single department. (This may be proportional to available personnel.) The employee representative shall be permitted to participate in official ~~ESAC Safety Committee~~ business without loss of pay. Union participation on the ~~ESAC Safety Committee~~ does not waive any rights under PECBA. Meeting minutes will be available to all employees.

Commented [RW52]: Renamed and increased the size of the Safety Committee.

16.5 CHANGE IN EXISTING CONDITION.

The County will solicit and be receptive to the input of the Union regarding changes in existing

working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons. Any unresolved dispute regarding a change in existing working conditions which concerns a mandatory subject of bargaining shall be resolved through the grievance procedure. The Union does not waive any other collective bargaining rights or remedies under PECBA. Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of fourteen (14) calendar days prior to becoming effective.

16.6 NEGOTIATIONS MEETINGS.

The County and Union shall notify each other of the names of persons authorized to negotiate for the parties. Negotiations shall, to the extent possible, be conducted during normal working hours. Union negotiators shall be allowed time off with pay for the purpose of attending negotiation meetings with County, and so long as such meetings do not interfere with performance of the employee's job. The allowed time off with pay may include up to two (2) hours prior to the start of the negotiation meeting and one (1) hour after the end of the negotiation meeting. The paid time off does not include any additional time spent prior to or after adjournment of negotiation meetings. When management establishes a negotiating team, the Union bargaining team will be paid to have an equal number (or as mutually agreed) of representatives on the team, however the Union may have no less than four (4) team members attend on paid time.

16.7 PAY DAY.

Pay days will be on the 15th and last working day of each month. Each employee's pay will be 50% of the regular monthly salary and premium pay with deduction for relevant withholdings. Reporting periods will be from the 24th through the 8th and the 9th through the 23rd of each month.

16.8 COPIES OF CONTRACT.

The County will provide new employees a copy of this Agreement at time of hire.

16.9 COPY MACHINE AND BULLETIN BOARD.

The County agrees to set up a monthly charge account on behalf of the Union for use of the County copy machine at the same rate charged to other non-County authorized users. Upon receipt of a quarterly statement, the Union agrees to promptly pay all costs accrued during that quarter. County business shall be given priority over non-County business.

The Union may use County-provided space for the placement of a bulletin board for the posting of Union related materials. All such postings must be dated and have the name of the posting individual clearly displayed. The postings will be limited to notice of Union meetings and other official Union business. The County reserves the right to remove any non-complying material, with notice to the Union. The Union will not block County access to the bulletin board. Union postings shall be confined to being posted on these bulletin boards.

16.10 OUTSIDE EMPLOYMENT.

No employee shall apply for, or accept, part time or full-time work, with or without compensation, whether permanent or temporary, with any employer other than Yamhill County, where said work either adversely affects the employee's job performance or presents a conflict of interest.

16.11 PROTECTIVE CLOTHING FOR AFFECTED DEPARTMENTS.

- (a) Coveralls, protective shoes, ~~and gloves~~ and other specific PPE as required by OSHA shall be made available without cost to those employees who work in and around hazardous materials.
- (b) The County will furnish employees who perform work outdoors with adequate rain gear selected by the County for the employee's position. The County will repair or replace rain gear damaged or destroyed in the performance of the employee's duties or as a result of normal wear and tear.

Commented [RW53]: Clarified that it's not just coveralls, protective shoes and gloves.

If the rain gear was damaged or destroyed in some manner other than the performance of the employee's duties or as a result of normal wear and tear, the County has no obligation to repair or replace rain gear damaged it furnished.

- (c) Safety shoes: Public Works, Maintenance, Parks Division

The County shall provide an allowance of ~~\$450.00~~ \$350 annually on ~~January 1st~~ May 15 of each year for the purchase of required safety shoes and replacement work clothing damaged during duty to employees of Public Works, ~~and Maintenance,~~ and the Parks Division.

Commented [RW54]: Increased boot allowance by \$100

Commented [RW55]: Added Parks and changed the date of the payment.

16.12 INCLEMENT WEATHER.

- (a) The County Administrator or designee has the discretion of closing County offices in the event of inclement weather.
- (b) If the County Administrator or designee closes County offices, he/she shall use specific radio/television/email or other agreed upon communication channels. In the event of closure every attempt will be made to notify employees of closure in a timely fashion. Employees shall not have to use comp or vacation time and employees will not suffer a loss in pay. Employees who already had the day scheduled as off prior to the inclement weather designation, will not be eligible for the inclement weather pay.
- (c) If conditions are such that individual employees feel travel to and from work is inappropriate for safety reasons, the employee is authorized to use FET or comp time or leave without pay. In order to use leave without pay the employee must have exhausted all paid leave time and not be approved for the use of trade time under the provisions of this Agreement.
- (d) An employee choosing optional time off under this inclement weather policy shall notify the employer prior to the start of the shift or prior to leaving the workplace.
- (e) In the event ~~that~~ it is necessary to maintain a service due to a legal mandate or to protect the safety of the public, such service shall be staffed on a rotational basis unless outweighed by safety considerations. After the emergency, employees will be given a minimum of eight (8) hours between the end of their shift and the start of their next regular shift.

16.13 USE OF COUNTY E MAIL SYSTEM AND OTHER COUNTY EQUIPMENT/SERVICES.

- (a) An exclusive representative shall have the right to use the County email system to communicate with the employees in the bargaining unit regarding (i) collective bargaining, (ii) the investigation of grievances or other disputes relating to employment relations, or (iii) matters involving the governance or business of the labor organization. An exclusive representative's use of the County email system is strictly limited to the above stated uses and an exclusive representative is not authorized to use the County's email system for any other purposes, including but not limited to communicating any political information or engaging in political activities prohibited by statute.
- (b) Subject to subsection (c), Union employees are authorized to use the County email system to communicate to other Union employees on an infrequent basis, with limited, factual Union business information such as meeting notices. Use of the County email system is not authorized to communicate any political information.
- (c) Use of the County email system is subject to County email policies, including review by department heads and other persons authorized by County policy. All County email is a public Yamhill County/AFSCME Tentative Agreement - November 7, 2023

record and is subject to disclosure unless exempted from disclosure by Oregon law in accordance with the County email policy.

- (d) Use of County computers and software, County interoffice mail, and any other County equipment or services is not authorized for Union activities without the express written authorization of the County Administrator, except as allowed under section 16.9 of this Article.

16.14 USE OF PERSONAL COMMUNICATION DEVICES.

- (a) It is recognized that there is an existing County policy that determines the appropriate use of County owned communications devices. (Refer to policy)
- (b) Non-County Owned Devices: The use of non-County owned personal communication devices during work hours for purely social purposes is prohibited. On an occasional and infrequent basis, employees may utilize cell phones or other personal communication devices (for example: text messaging, etc.) to make brief communications where it is necessary for personal business during work hours. Employees shall make every effort to conduct such personal business on their breaks or during lunch periods. Individuals experiencing unique situations that may require exceptions to this policy should consult with the department head or designee for approval of exceptions. However, no such use of devices shall occur where the department head has determined and communicated to employees that there is a need to refrain from the use of such devices due to safety, security concerns or negative public perception.

ARTICLE 17 – SAVINGS CLAUSE AND FUNDING

17.1 SAVINGS CLAUSE.

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision, or should any Article, Section or portion thereof of this Agreement be unlawful, unenforceable, or made illegal through state or federal law, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof.

17.2 FUNDING.

The parties recognize that revenue needed to fund wages and benefits provided by the Agreement must be approved annually by established budget procedures and in certain circumstances by vote of the citizens of the County. All such wages and benefits are therefore contingent upon sources of revenue and, where applicable, voter budget approval. County has no intention of reducing the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. County agrees to include in its annual budget request amounts sufficient to fund wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget requests pursuant to established budget procedure. This section and County action thereunder shall not be subject to Article 13.

ARTICLE 18 – FILLING OF VACANCIES

18.1 FILLING OF VACANCIES.

When a job opening occurs within the bargaining unit, other than a temporary (30 days or less)

Yamhill County/AFSCME Tentative Agreement - November 7, 2023

position in any existing job classification, a notice of such opening shall be posted in all departments for at least 5 working days. During this period, employees who wish to apply for the open position or job, including employees who may be on layoff, may do so. The application shall be in writing and shall be submitted to the Human Resources office.

18.2 LATERAL TRANSFER WITHIN THE SAME CLASSIFICATION.

- (a) It shall be the policy of the County to notify employees of vacancies and allow both inter and intra departmental transfers within the same classification. Approval is subject to the determination of the department head in his or her sole judgment 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 the employee and the County. When two or more current employees are deemed by the department head to be equally qualified for a lateral transfer, the transfer will be awarded to the employee deemed best qualified by the department head, based on factors including, but not limited to, job performance, experience and seniority.
- (b) An interview will be afforded to any applicant for lateral transfer who meets the minimum job qualifications.
- (c) Trial period for inter-department transfers. An employee who is awarded a lateral transfer between departments shall serve a trial period in the position as defined in Article 14.4 (Probation in Promotional Position). The length of the trial period shall be set by mutual agreement between the department head into which the employee is transferring, the department head from which the employee is transferring, and the transferring employee in consultation with a union representative. The trial period shall not be less than 15 days or longer than six months. In the event the employee is unsuccessful in the trial service period, the supervisor shall notify the employee in writing of the reasons for failure to successfully complete the trial service period.
- (d) Department Definition. For purposes of Article 18.24, a department is defined as an entity in which employees ultimately report to a Department Head who in turn reports to the County Administrator, or in which employees ultimately report to an elected official.
- (e) Trial period for intra-department transfers. When an employee transfers within a department, said employee shall serve a trial period in the position as defined in Article 14.4 (Probation in Promotional Position). The length of the trial service period shall be determined by the department head, subject to the 15-day minimum period and the six-month maximum period.
- (f) Voluntary Reclassification to a Lower Classification (VRLC). An employee may apply for a position in a lower classification. The process for application, selection, and determination of the trial service period for a VRLC shall be the same as for a lateral transfer as noted in sections 18.24a. through 18.24c.
- (g) Use of process. This process shall not be used as a substitute to the regular disciplinary process to terminate employees.

Commented [RW56]: We added seniority to the mix of things that should be considered for a lateral transfer.

ARTICLE 19 – TRAINING

19.1 DEPARTMENT TRAINING POLICY.

Each department shall develop a specific training policy for continuing education. The policy shall

define for each classification annual limits for paid time off, annual limit for tuition, other expense reimbursements, specific conditions which may limit the employee's freedom of choice and a process for approval of an employee's training plan which shall include required certification. When establishing department policy on training and continuing education, the department shall seek employee input.

19.2 JOB ENHANCEMENT TRAINING.

- (a) Job enhancement training need not be provided or time off granted if an employee has used his/her defined share of training as per department policy and/or because of operational need. However, by mutual agreement, a department and an employee may agree to provide time off with or without pay, tuition, or other expenses for training or education which enhances an employee's job skills.
- (b) Training opportunities shall be offered equitably within a classification within the department.
- (c) Job enhancement training, funded by the County, may be contingent on continued service with the County.
- (d) Overtime pay shall not be provided for classroom attendance for voluntary training.

19.3 MANDATED TRAINING.

Training which is required by the County will be provided by the County. The exception is for continuing education units which are required to maintain a current license for FLSA professional classifications, certification training, or continuing education.

ARTICLE 20 – RECLASSIFICATION

20.1 PROCESS.

If an employee has reason to believe that the duties of the employee's job are substantially different from the classification description, and such duties are permanent in nature, the employee may request reclassification through the procedure described in this Article. If the request is denied, the employee may request, and the Union shall have the right to appeal the denial up through Step 3 of the grievance process (Article 13). The Union shall have the responsibility for providing justification for the employee's request.

20.2 INCUMBENTS.

When a current position is reclassified to reflect changes, over time, in the position's duties or as the result of a salary range adjustment, the incumbent employee shall fill the position which has been reclassified.

20.3 NEW POSITIONS.

When a new position is created, replacing a former position in a different classification, due to the changing needs of the department, the position will be subject to the normal posting process.

20.4 PROCEDURE.

The preferred method of accomplishing reclassifications is through the annual budget process. Employees who feel reclassification is appropriate should bring the matter to the attention of their department head early in the budget process.

- (a) New Classification. A request for a new classification must include a written statement demonstrating that no existing classification is appropriate. The request must include a copy of the proposed classification description; a list of existing classifications which perform work of similar complexity; a proposed salary range and justification for it; and a salary survey (as noted below).
- (b) Reclassification. The employee or department head must submit a written statement which includes the rationale for changing the classification; the manner in which the duties and responsibilities of the position have changed over time; a copy of the existing classification and job descriptions as well as the proposed classification description. A salary survey is not required for this type of request.
- (c) New Salary Range. During the term of this Agreement, the employees who are upgraded to a higher classification shall be paid in accordance with the salary schedule established for the higher classification.
- (d) Comparators. When a salary survey is required, the survey should contain information on compensation paid to similar positions in comparable counties.
- (e) Other Materials. Other written material should include a statement of reasons for the requested change; a list of existing County positions on the same or similar range; and a statement addressing the impact on internal comparability of other County positions.
- (f) Findings or recommendations related to proposed new classifications and reclassifications will be sent to the Union president.

ARTICLE 21 – CONTRACTING OUT

21.1 CONTRACTING OUT.

- (a) If the County contemplates contracting out bargaining work that would displace a regular employee, a request for proposals based on a clear set of specifications shall be issued. The association shall be given an opportunity to offer counter proposals to avoid contracting out. In the event the contract is put out for public bid, the department and/or the association shall be given the opportunity to submit a bid. Bidding shall be awarded on the basis of lowest cost or best proposal as appropriate according to the County purchasing ordinance or state law, whichever governs.
- (b) Contracting out is defined as entering into an agreement/contract with a private sector or public agency to provide a service currently or previously performed by bargaining unit employees, and which would displace bargaining unit employees performing their normal job duties. The term “contracting out” does not include the refusal of the Board of Commissioners to provide a service or the refusal of the Board of Commissioners to accept local, state, or federal funds to provide the service currently or previously provided by bargaining unit employees. ‘Previously’ is defined as service performed one year prior to the issuance of an RFP for contracting out services. Contracting out so that employees may receive training or other beneficial opportunities shall not be a part of this definition.

ARTICLE 22 – DURATION

- (a) This Agreement shall be effective as of July 1, 2023~~0~~ and shall remain in full force and effect until June 30, 202~~6~~~~3~~, or until a successor agreement is reached. Notice to bargain a new contract shall be provided by both parties prior to January 31 of the expiring year.
- (b) This Agreement was ratified for County by the Board of Commissioners.

FOR YCEA

MICHELLE MENDOZA, President

Bargaining team member

Bargaining team member

_____, Bargaining team member

_____, Bargaining team member

APPROVED AS TO FORM:

By: _____
_____, AFSCME

FOR THE COUNTY:

LINDSAY BERSCHAUER, Chair

KIT JOHNSTON, Commissioner

MARY STARRETT, Commissioner

KENNETH HUFFER, County Administrator

APPROVED AS TO FORM:

By: _____
CHRISTIAN BOENISCH
Yamhill County Legal Counsel

APPENDIX A

GARRITY WARNING FOR COMPELLED STATEMENT

If the County elects to compel a statement under Article 12, the supervisor shall give the following warning to the employee:

This interview is an official inquiry under Article 12, Discipline and Discharge, of the labor agreement. This interview is being conducted because of allegations or information that you may have engaged in misconduct or improper performance of official duties, and your actions or involvement may have constituted criminal conduct.

This inquiry pertains to (state the general nature of the inquiry).

The purpose of this interview is to obtain information which will assist in the determination of whether disciplinary action under Article 12 is warranted.

You will be asked a number of specific questions regarding the performance of your official duties. You are being compelled to answer these questions for this interview. Disciplinary action, including dismissal, may be undertaken if you refuse to answer or fail to reply fully and truthfully.

Your answers and any information or evidence gained by reason of your answers cannot be used against you in any criminal proceeding nor provided to any law enforcement agency unless mandated by law or court order. The notes and information obtained from this interview are considered confidential between the employer, Association and employee. If you knowingly and willfully provide false statements or information in your answers, you may be disciplined up to and including discharge. The answers you furnish and any information or evidence resulting from false testimony may be used in the course of disciplinary proceedings under Article 12.

You are hereby advised of your right to have an Association Labor Representative present during this interview.

Signature of Supervisor or Investigator

Date:

Signature of Employee

Date:

GARRITY WARNING FOR VOLUNTARY STATEMENT

If the County elects to seek a voluntary statement under Article 12, the supervisor shall give the following warning to the employee:

You are being contacted seeking your cooperation in an inquiry regarding information pertaining to or allegations of misconduct or improper performance of official duties.

The matter under investigation could also constitute a violation of law which could result in criminal prosecution of responsible individuals.

This inquiry concerns (state the general nature of the matter)

You have the right to remain silent if your answers may incriminate you. If you decide to answer questions or make a statement, you may stop answering at any time.

Although you would normally be expected to answer questions regarding your official duties in this instance, you are not required to do so. This is a voluntary meeting. Your refusal to answer on the ground that the answers may incriminate you will not subject you to disciplinary action by the County.

Any statement you furnish may be used as evidence against you, or others, in any future criminal proceeding or disciplinary proceeding, or both.

WAIVER

I understand these warnings and assurances stated above. I also have been advised of my right to have an Association Labor Representative present during this interview.

I knowingly and voluntarily answer questions or make a statement concerning this matter.

Signature of Supervisor or Investigator
Date:

Signature of Employee
Date:

APPENDIX B
MEMORANDUM OF AGREEMENT

FEE SCHEDULE FOR REQUESTS FOR PRODUCTION OF RECORDS AND RELATED DOCUMENTATION.

THIS MEMORANDUM OF AGREEMENT is, made a part of the 2023-26 Collective Bargaining Agreement between AFSCME Local 1422 (the "Union") and Yamhill County, a political subdivision acting by and through its Board of Commissioners (the "County").

RECITALS:

A. The County and the Union acknowledge and agree that there are costs associated with the production of records and related documentation in response to request for release of County information, including but not limited to personnel records, payroll data, membership status and related information, leave histories, etc.

B. Additionally, the County and the Union acknowledge the need for transparency and clarity in what fees will be charged, much like the County provides to the general public when making a public records request. NOW THEREFORE,

AGREEMENT: The County and Union acknowledge and agree to the following:

1. Fee Schedule:

\$7.50 Compact disc/flash drive of Board sessions, if picked up in the Board's office.

\$10.00 Compact disc/flash drive disc of Board sessions, if mailed.

\$32.00/hour Administrative Staff Time/Research" 15-minute minimum, to be performed as time allows.

\$65.00/hour Supervisor or Managerial Staff Time/Research: 15-minute minimum, to be performed as time allows.

\$100.00/hour Attorney Staff Time/Research: 15 minute minimum, to be performed as time allows.

\$0.25 ea. Black/white copies of office documents

\$0.60 ea. Color copies of office documents

\$18.00 Adopted County budget, bound and as available

\$15.00 Adopted County budget, unbound and as available

2. Unless extended by mutual agreement of the Union and the County, this MOU shall expire at the end of this Agreement.

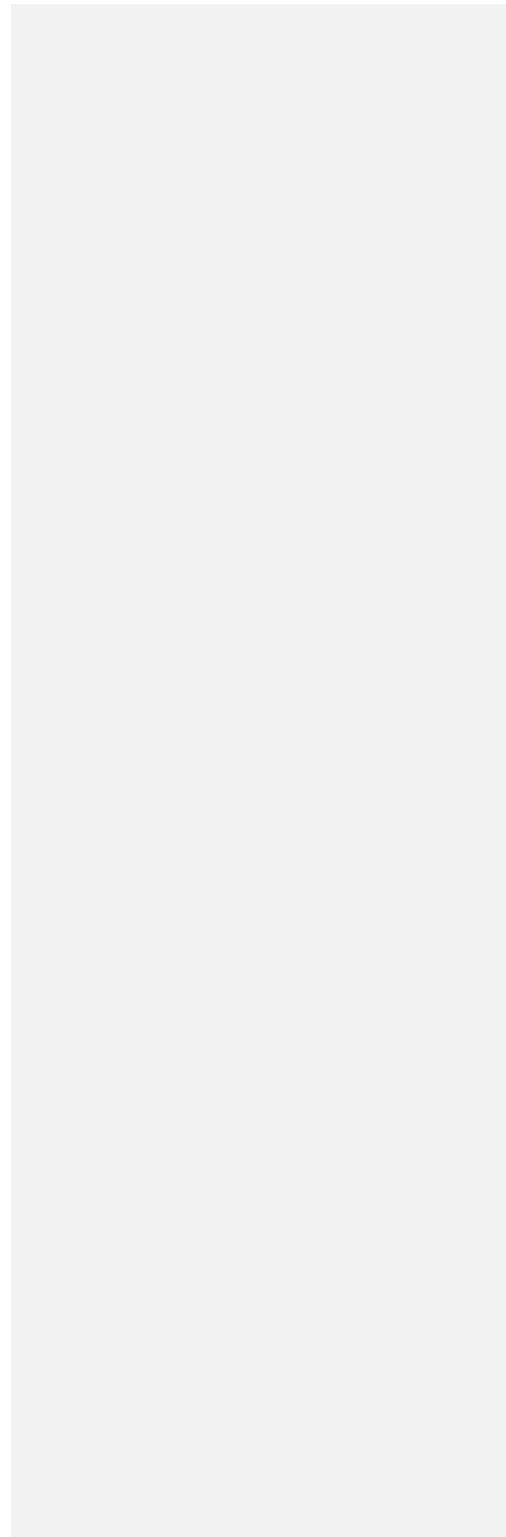
Commented [RW57]: We tried our best to keep this out. It is super irritating. But again, this too is subject to the grievance procedure.

Commented [RW58]: No one is requesting CDs by mail. Flash Drives only to the extent data is too large to email.

Commented [RW59]: I am not sure what they were thinking with this. I know they want to curb the volume of information requested. But they just gave the Union the right to review: the efficiency of their billed time, and their overall calendar when they have trouble providing information in a reasonable time due to the "as time allows"

Commented [RW60]: If you are requesting copies of these, please see the County's web page.

DRAFT



APPENDIX C
OFFICIAL GRIEVANCE FORM
(see attached)

DRAFT

Yamhill County/AFSCME Local 1422 – Official Grievance Form

Name of Employee: _____

Department: _____

Classification: _____

Work Location: _____

Immediate Supervisor: _____

Title: _____

Statement of Grievance (to include all required specific information detailed in Article 13)

List applicable alleged violation (to include all required specific information detailed in Article 13):

Adjustment required (Remedy) (to include all required specific information detailed in Article 13)

I authorize AFSCME Local 1422 as my representative to act for me in the disposition of this grievance.
Date: _____ Signature of Employee: /s/ _____

Signature of Union Representative: /s/ _____ Title: _____

Date Presented to Management Representative: _____ Management Representative: _____

Signature of Management Representative: _____ Title: _____

Disposition of Grievance _____

APPENDIX D
MARKET STUDY

County agrees to do a PECBA-compliant wage study for those AFSCME represented positions that have not already been studied under either the HB 4004 wage study or the separate PECBA-compliant wage study done by the County earlier in 2023. If the results of that study reflect that the total adjusted base (factoring in wages, longevity, deferred comp, VEBA, vacation, sick, total leave and employee paid insurance) of the studied positions for County are more than 5% behind the total adjusted base of our comparator counties (Benton, Deschutes, Polk, Douglas, Linn and Josephine), then those positions would receive an upward adjustment of no more than 1 salary range; if the above study reflects that the studied positions are more than 10% behind then those positions would receive an upward adjustment of no more than 2 salary ranges. Above study to be completed no later than July 1, 2024. Increases (if any) would be implemented in year 2 of the 2023-2026 Agreement.

Commented [RW61]: Initially, the Union proposed a market study with a 2 year agreement. The idea was to use the information and bargain over which positions get increases. The County provided this in return. We weren't willing to "pay" for this by sacrificing COLA or Longevity Pay. But we didn't object to it being included. In the end, this is a limited study, looking at limited comparable counties that will likely have limited impact. Regardless, the data will be helpful for future bargaining, and some people may see an increase in pay.