



Deschutes County Board of Commissioners
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AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of July 8, 2015

DATE: June 30, 2015

FROM: Dave Doyle, Legal Counsel

TITLE OF AGENDA ITEM:

Consideration and approval of Contract No. 2015-418, a Collective Bargaining Agreement between Deschutes County and the International Union of Operating Engineers, Local 701.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

The International Union of Operating Engineers (IUOE), Local 701 is the labor union representing non-supervisory and non-confidential employees in the Road and Solid Waste Departments. The current collective bargaining agreement between IUOE and the County expires on June 30, 2015.

The new collective bargaining agreement is a 3-year contract, effective July 1, 2015 - June 30, 2018. The agreement includes a 1.5% cost of living adjustment on July 1, 2015 and a 1.5 - 3.5% cost of living adjustment July 1, 2016 and July 1, 2017 based on the consumer price index. The agreement also includes call-back time for employees who are called back to work while on vacation and a mechanism to provide work boots for Road Department employees.

The County's bargaining team included Dave Doyle, Chris Doty, Timm Schimke, Kelli Candella, Tracy Scott, and Wayne Lowry. The County's bargaining team tentatively agreed to the collective bargaining agreement and recommends its approval.

Employees represented by IUOE voted to ratify the labor agreement on June 29, 2015.

FISCAL IMPLICATIONS:

The fiscal impact of the cost of living increase has been included in the FY 2015-16 budgets for the Road and Solid Waste Departments. For FY 2016-17 and FY 2017-18, the fiscal impacts of the cost of living increases and other costs associated with the contract will be included as part of the budget process for those years.

RECOMMENDATION & ACTION REQUESTED

Staff recommends Board approval of Contract No. 2015-418, a Collective Bargaining Agreement between Deschutes County and the International Union of Operating Engineers, Local 701, from July 1, 2015 - June 30, 2018.

ATTENDANCE: Dave Doyle, Legal Counsel

DISTRIBUTION OF DOCUMENTS:

County Counsel's Office

Personnel Department

County Administrator's Office



AGREEMENT

Between

DESCHUTES COUNTY, OREGON

And

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 701

Term of Contract
July 1, 2015 - June 30, 2018

DC 2015-418

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AGREEMENT

Between

DESCHUTES COUNTY, OREGON

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 701

PREAMBLE

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

The parties agree as follows:

ARTICLE 1

SCOPE OF AGREEMENT AND RECOGNITION

1:01 Scope of Bargaining Unit.

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

1:01.01 Definitions

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

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

1:02 Recognition.

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

1:03 Temporary Employees

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

1:03.02 Regular full-time employees who leave County employment and who then resume work as a temporary employee, and work more than 40 hours per month shall be required to pay Union dues.

1:03.03 Unless the business needs of the County require otherwise, temporary assignments will not normally exceed six (6) months, nor will they normally exceed 1,039 hours per calendar year. An employee's temporary status cannot be changed to a regular full-time or regular part-time status unless formally altered by an express appointment to a regular full-time or regular part-time status by the County.

1:04 Contract Employees

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

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

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

ARTICLE 2

INDIVIDUAL RIGHTS AND UNION MEMBERSHIP

2:01 Nondiscrimination.

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

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

2:02 Union Membership and Fair Share

Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. However, pursuant to the provisions of ORS Chapter 243, any employee who chooses not to belong to the Union shall make a "payment in lieu of dues" which in no event will exceed the amount of monthly dues regularly established for employees in the bargaining unit. Should such a "fair share" be declared unlawful under Oregon law by a court of competent jurisdiction, or in the event of a majority vote of employees in the bargaining unit pursuant to the procedures of ORS 243.650, the "fair share" portion of this Section 2 shall be inoperative.

2:03 Dues Check off

The County will provide for the Union dues and fair share check off through monthly payroll deduction, in accordance with ORS 292.055 and ORS 243.776, and that such payment will be made to the International Union of Operating Engineers, Local No. 701, in an amount to be established by the Union. Every employee within the bargaining unit must, within thirty (30) days of employment, either 1) become a member of the union and sign an authorization allowing the deduction of the monthly dues from the employee's pay; or 2) the Union expressly agrees that it will safeguard the rights of non-Union employees based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the monthly service fee referred to above to a nonreligious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request such monthly service fee payments not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

2:04 Indemnification

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

ARTICLE 3

MANAGEMENT RIGHTS

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

- to manage its business generally;
- to decide the number and location of work sites and facilities;
- to decide all machines, tools and equipment to be used;
- to move or remove the plant work site or any of its parts to other areas;
- to decide the method and place of construction and manufacture;
- to determine the schedules of production;
- to maintain order and efficiency in its work sites, facilities and operations;
- to hire, assign, transfer, promote, demote, layoff and recall employees;
- to determine the qualifications of employees;
- to determine and re-determine job content;
- to determine the starting and quitting time;
- to determine the number of hours to be worked;
- to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of County facilities, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees;

- to discipline and discharge employees;
- to subcontract any or all operations.

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

ARTICLE 4

UNION STEWARDS

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

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

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

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

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

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

ARTICLE 5

STRIKES AND LOCKOUTS

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

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

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

ARTICLE 6

GRIEVANCE PROCEDURES

6:01 Grievance Procedure.

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

6:01.02 Step I

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

6:01.03 Step II

If the grievance remains unresolved after Step I, a Union Representative shall present the grievance in writing to the Department Director or his/her designee(s) within fifteen (15)

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

6:01.04 Step III

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

6:01.05 Step IV

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

6:02 General Guidelines for Grievances.

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

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

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

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

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

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

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

6:04 The time limits for the initiation and completion of the steps of the Grievance Procedure may be extended by mutual consent of the parties involved. Such mutual consent must be indicated in writing.

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

ARTICLE 7

PROBATIONARY PERIOD

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

7:02 Except as provided in Sub-Section 7:02.01 below, every new employee shall serve a probationary period of one (1) year unless extended by written agreement between the County and Union. Every new employee who satisfactorily completes their probation shall become a regular full-time employee or regular part-time employee depending upon the status in which they were hired. Every employee having completed less than one (1) year of employment shall be probationary employees and shall be covered by this Agreement as specified herein.

7:02.01 Employees participating in the Deschutes County Certified Equipment Operators apprenticeship program are subject to the provisions of Deschutes County Certified Equipment Operators J.A.T.C. MA #7019.

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

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

satisfactory completion of probation, the employee shall receive written documentation from the Department Head that the employee's probationary status has ended within thirty (30) days of such completion.

ARTICLE 8

DISCIPLINE AND DISCHARGE

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

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

ARTICLE 9

HOURS OF WORK

9:01 Workweek.

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

9:02 Regular Hours.

The regular hours of work each day shall be consecutive, except for interruptions for meal periods which shall be on an employee's own time.

9:03 Work Schedules.

The normal workweek shall consist of eight (8) hours of work per day in the case of a five (5) day work schedule or ten (10) hours of work per day in the case of a four (4) day workweek

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

9:04 Meal Periods.

All employees shall be granted a minimum of one-half (1/2) hour uncompensated meal period during each work shift. To the extent consistent with operating requirements of the Department, meal periods shall be scheduled at or about the middle of the work shift.

9:05 Breaks.

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

ARTICLE 10

HOLIDAYS

10:01 Observed Holidays.

The following shall be observed as holidays:

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

10:02 Eligible Employees.

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

10:03 Holiday Pay.

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

10:04 Holiday During Leave.

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

10:05 Holiday Work.

OBSERVED Holiday Worked

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

ACTUAL Holiday Worked

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

OBSERVED and ACTUAL Holiday Worked

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

10:06 Holiday Falling on Scheduled Day Off.

If an employee's regularly scheduled day off falls on any of the observed holidays listed above, he/she shall receive another day off on a date within the same pay period as the holiday or the pay period immediately following and that is mutually agreeable to both the employee and the Director or the Director's designee. The Director or Director's designee shall not unreasonably deny an employee's request for a day off pursuant to this Section so long as such request complies with the limitations stated herein. Exclusive to the Solid Waste Department: If a request for day off cannot be mutually agreed upon, the employee shall receive pay at their regular straight time rate for the banked holiday.

ARTICLE 11

SICK LEAVE

11:01 Accumulation.

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

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

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

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

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

11:01:04 Unused sick leave credits may be converted to retirement benefits in accordance with state law.

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

11:02 Termination.

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

11:03 Time Management Program

Article 11 shall not apply to employees participating in the Time Management Program. Employees participating in the Time Management Program shall be covered by the Time Management policy outlined in Exhibit "A" of this contract.

ARTICLE 12

VACATIONS

12:01 Amount of Vacation and Eligibility Requirements

Regular full-time employees shall receive:

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

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

12:02 Scheduling.

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

12:03 Vesting.

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

The maximum earned but unused accrual for vacation leave shall be equal to a total of two years vacation leave credit. On March 31 of each year, any employee with accrued vacation leave greater than two years vacation leave shall forfeit the amount over the maximum accumulation. An employee may continue to accumulate earned leave for the balance of the year, provided the employee takes sufficient leave to reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess. Leave accrued in excess of the above is forfeited unless prior approval for an extension is granted, in writing, by the County Administrator.

12:04 Time Management Program

Article 12 shall not apply to employees participating in the Time Management Program. Employees participating in the Time Management Program shall be covered by the Time Management policy outlined in Exhibit "A" of this contract.

ARTICLE 13

OTHER LEAVES OF ABSENCE

13:01 Leave for Jury Duty.

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

13:02 Leave for Witness Duty.

Leave with pay shall be granted for actual work time missed for an appearance on the County's behalf, connected with his/her official duties before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena; however, should the hearing last longer than the affected employee's regular work day, all hours beyond his/her regular shift,

excluding travel time, shall be compensated for at one and one-half (1 1/2) times their regular straight time hourly rate. Employees shall return to the County any compensation, excluding mileage, received as a result of such duty. Upon being excused from witness duty for any day, the employee shall immediately contact the employee's Supervisor or the Director for assignment for the remainder of the employee's regular workday, unless the employee's witness duty has been for such hours that cause the employee to be unfit for duty. In those instances, the employee may utilize accrued leave. This section shall not apply if the employee's appearance is adverse, in any manner, to the County's interest.

13:03 Military Leave.

An employee who has served with the County for at least six months and who is a member of the National Guard or the reserve of any branch of the U.S. Military is entitled to military leave not to exceed fifteen (15) work days per Federal fiscal year. Such leave will be granted without loss of time, pay or other leave and without impairment of merit rating or other rights or benefits. Military leave with pay may be granted to personnel with bona fide military orders and shall not be paid if the employee does not return to his/her position immediately following the end of the approved duty period. Department Heads are required to report employees to the Personnel Department and on the payroll time and leave worksheets. Copies of military orders shall be placed in the employee's personnel file. Military leave without pay will be granted to employees for performance of military service, pursuant to bona fide military orders, in accordance with the provisions of Oregon State law and the provisions of the Uniformed Service Employment and Reemployment Rights Act of 1994, as amended. Employees may, but are not required to, use accrued and unused time management leave for any period of military service which is unpaid by the County.

13:04 Education Leave

After completing one year of continuous service, a regular full-time, upon written request, may be granted a leave of absence without pay by the County Administrator (with departmental approval), for the purpose of upgrading his/her professional ability through enrollment in educational courses related to his/her employment at an accredited school. The period of such leave of absence may not exceed one year, but may be renewed or extended upon request of the employee and approved by the County Administrator. One year's leave of absence with requested extensions for educational purposes may not be provided more than once in any three-year period.

13:05 Conferences, Seminars, Educational Training

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

ARTICLE 14

COMPENSATION

14:01 Wages and New Classifications.

Employees shall be compensated in accordance with a step salary schedule attached to this Agreement and marked "Exhibit B", which is hereby incorporated into and made a part of this Agreement. All entry level (new hires) will start at Step 1 or Step 2 unless a different salary is negotiated and approved by the County Administrator. New hires will serve in that step until successfully completing their probation period. Wage adjustments within a step advancement requires the employee to receive an overall "Meets Standards" rating on their performance evaluation. There will be no more than one step advancement per year. Employees currently under the Apprenticeship program will be governed under the provisions and requirements for advancement according to standards provided within Deschutes County Certified Equipment Operator J.A.T.C. MA #7019.

The salary schedule attached to this Agreement and marked Exhibit "B" shall be effective July 1, 2015 through June 30, 2016

For the contract period of July 1, 2015 through June 30, 2016 the salary schedule, Exhibit "B", as amended in the paragraph above, shall be amended to reflect a COLA equal to one point five percent (1.5%). For the contract period of July 1, 2016 through June 30, 2017 the salary schedule, Exhibit "B", as amended in the paragraph above, shall be amended to reflect a COLA equal to the Consumer Price Index (CPI) percentage change from January 2015 to January 2016 with a minimum increase of not less than one point five percent (1.5%) and a maximum increase of not more than three point five percent (3.5%).

For the contract period of July 1, 2017 through June 30, 2018 the salary schedule, Exhibit "B", as amended in the paragraph above, shall be amended to reflect a COLA equal to the Consumer Price Index (CPI) percentage change from January 2016 to January 2017 with a minimum increase of not less than one point five percent (1.5%) and a maximum increase of not more than three point five percent (3.5%).

The Consumer Price Index (CPI) to be used for this contract shall be: All Urban Consumers (CPI-U), US CPI All Cities.

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

14:02 Longevity.

County employees who have worked continuously for the County are eligible to receive an additional \$72.50 per month for each five (5) years of continuous service, effective July 1, 2015 with an increase of the following for each year of the contract:

July 1, 2016 \$75.00

July 1, 2017 \$ 77.50

14:03 Training.

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

14:03.01

DCRD will conduct a process to draft a training policy to be implemented by July 1, 2016. The DCRD's Policy Advisory Group will be convened to develop and recommend a policy which considers (including but not limited to):

1. The needs of the County, employees and job classifications.
2. Efficiencies in the development of specialties within the unit.
3. Seniority.

14:04 Call-back Time.

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

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

14:05 Flex Time (All Exempt Employees)

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

14:06 Overtime (All non-exempt employees)

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

Basis for payment of overtime is as follows: any time worked over the regular scheduled full-time workweek or over 40 hours per week. Hours worked shall include holidays, vacation and compensatory hours which are authorized and scheduled in advance in accordance with departmental policy. Sick leave does not count as hours worked. The rate of pay for overtime is 1.5 times the normal hourly rate, which shall be based on the employee's current pay grade, including additional pay received for lead, skill differential, longevity, and any applicable shift differential. Overtime must be authorized and directed by the department head or supervisor. In the event that an employee is required to work on any of the days the County is closed due to mandatory days off, the employee will receive overtime pay whether or not they worked forty (40) hours in that week.

14:07 Compensatory Time (Non-Exempt employees)

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

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

14:08 Distribution of Overtime.

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

14:09 Temporary Assignment of Bargaining Unit Members

A bargaining unit member's pay rate shall not be decreased when temporarily assigned work at a lower rate of pay. Bargaining unit members who are assigned duties beyond their regular job classification responsibilities shall be paid a 10% bonus. Out of class and bonus pay will be paid in 1/2 shift increments. In order to receive this pay you must be assigned or directed by Management.

14:10 Standby Time

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

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

14:11 Shift Differential

If the Road Department proposes to establish regular (in effect for more than 30 days) swing and/or graveyard shifts, County will agree to meet with Union to discuss the issue of possible shift differential pay for the swing/graveyard shifts.

14:12 Skill Differential

14:12.01

Equipment Operators who obtain Technical Standard Performance (T.S.P.) Certification will receive fifty cents (\$0.50) per hour increase for each T.S.P. –Additional pay will be based upon how many certifications Equipment Operator has as of January 1 of each year. Maximum of 6 certifications. Equipment that qualifies under T.S.P guideline includes the following:

Roller	Grader	Backhoe	Excavator
Loader	Dozer	Scraper	Weed Sprayer
Paint Striper	Distributor Truck		

14:12.02

Senior Store Clerks who obtain an Automotive Service Excellence (ASE) Parts Specialist Certification will receive six percent (6%) above his/her base hourly rate.

14:12.03

Mechanics/Serviceers who hold an ASE Master Mechanic Certification in either Automotive or Heavy Duty Truck will receive 6% additional pay above his/her base hourly rate. Mechanics/serviceers who hold an ASE Master Mechanic Certification in both Automotive and Heavy Duty Truck will receive 12% additional pay above his/her base hourly rate.

ARTICLE 15

LONGEVITY AND SENIORITY

15.01 Longevity

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

15:02 Seniority

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

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

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

15.03 Layoffs

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

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

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

15:04 Vacancies

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

15:04.01 Where qualification and ability between two existing employees are relatively equal as determined by the County, seniority shall be applied. A successful applicant from within the Department filling a position under this section shall be placed on a probationary

period not to exceed one year. If the employee does not satisfactorily complete their probationary period, he/she shall be returned to the former position if available, or to the next available position for which he/she is qualified. This reinstatement right to the next available position shall apply for thirteen months and upon reinstatement, the employee's seniority shall be restored.

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

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

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

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

ARTICLE 16

HEALTH LAWS AND SAFETY MEASURES

16:01 Alcohol and Drug Policies and Procedures.

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

16:01.01 Safety.

It is mutually agreed that the efforts of both the County and the Union shall be directed to maintain all equipment and tools in a safe and efficient working order, and that Federal and

State regulations and safety codes shall be strictly observed by both parties. Employees shall be encouraged to raise safety issues at any time.

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

16:01.03 Weather Protection.

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

ARTICLE 17

HEALTH, WELFARE AND RETIREMENT

17:01 Insurance Benefits.

(A) Health Insurance

Health Insurance is to include the following:

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

Health insurance benefits will be provided to 701 Union members under the same conditions and/or restrictions as provided to all other County employees. A health benefits plan document shall be adopted annually by the County following a review by the Employee Benefits Advisory Committee. The per FTE cost of providing the health benefits called for in this plan shall be determined by an actuarial valuation or by a review conducted by the County's excess insurance carrier. The County shall annually, as part of the budget adoption process, establish an employee premium contribution. Employee monthly health insurance premium contributions shall be no greater than nine point five percent (9.5%) of the per FTE cost of providing health insurance benefits under the plan adopted by the County each fiscal year. The County reserves the right to establish a tiered system for premium contributions under which different contribution rates may be established for a single employee, employee and spouse/same sex domestic partner, employee and child(ren), or full family benefits. If the County establishes a tiered system for premium contributions, the maximum employee

monthly health insurance premium contribution shall be no greater than nine point five percent (9.5%) of the per FTE cost determined by the actuarial valuation or review conducted by the County's excess carrier. The per FTE cost will be the blended or composite rate established per FTE, not the FTE cost based on the tiered rates.

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

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

B) Other Insurance

Other insurance is to include the following:

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

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

(C) IRS 125 Plan

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

(D) Eligibility

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

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

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

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

17:03 Retirement.

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

ARTICLE 18

GENERAL PROVISIONS

18:01 Bulletin Boards.

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

18:02 Tool Replacement.

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

18:03 Clothing and Equipment.

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

ARTICLE 19

SAVINGS CLAUSE

19:01 Savings Clause.

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be

restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the County or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision; provided, however, that the provision of Strikes/Lockout Article shall continue in full force and effect even though a satisfactory replacement is not achieved.

ARTICLE 20

TERM AND TERMINATION

20:01 Term.

Unless otherwise specified, this Agreement shall be effective upon ratification by both parties, and shall remain in full force until June 30, 2018. It shall automatically be renewed from year to year thereunder unless either party shall notify the other, by registered mail, no later than January 1st , of the expiration or anniversary date that it wishes to modify this Agreement for any reason.

20:01.01 Closure.

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

DATED this _____ Day of _____ 2015

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ANTHONY DE BONE, Chair

ALAN UNGER, Vice Chair

TAMMY BANEY, Commissioner

ATTEST:

Recording Secretary

NICOLE E. RAPPAPORT
GENERAL COUNSEL
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701

John Anderson
Union Steward
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701

Clarence Lamping
Union Steward
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701

Jeff Merwin
Union Steward
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701

Richard Stubblefield
Union Steward
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 701

Exhibit "A"**SUBJECT: TIME MANAGEMENT – International Union of Operating Engineers, Local 701****1. PURPOSE**

It is the purpose of the Deschutes County Time Management program to provide employees with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer. This program is also intended to eliminate any abuse of sick leave while rewarding employees for faithful attendance and productivity.

2. SCOPE

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

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

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

3. LEAVE-WITH-PAY PROVISIONS

- A. All employees entering the Time Management program will be credited with their existing vacation time balance.

Nonexempt employees will earn leave, based on full-time service, in accordance with the following schedule:

Months of Service	Hours of Leave	Earned Leave Accumulation
0 – 48 months	168 hours	14 hrs/month
49 – 108 months	192 hours	16 hrs/month
109 – 168 months	216 hours	18 hrs/month
169 – 228 months	240 hours	20 hrs/month

229 – 288 months	264 hours	22 hrs/month
289+ months	288 hours	24 hrs/month

Exempt employees will earn leave, based on full-time service, in accordance with the following schedule:

Months of Service/Leave	Hours of	Earned Leave Accumulation
0 – 48 months	216 hours	18 hrs/month
49 – 108 months	240 hours	20 hrs/month
109 – 168 months	264 hours	22 hrs/month
169 – 228 months	288 hours	24 hrs/month
229+ months	312 hours	26 hrs/month

- B. Leave earned during any month cannot be used until the first day of the following month.
- C. For regular part-time employees, all reference to time accrual or usage in the Time Management program shall be prorated according to the percentage of full-time equivalency authorized for the position.
- D. During the course of the year, absence from work for any reason other than on-the-job illness or injury covered by Workers Compensation or paid holiday shall be charged against "earned Time Management leave" except as provided in Section 4.B. of this policy. Time Management leave shall accrue whenever an employee is on paid status with the County. Employees do not accrue Time Management leave when on leave without pay.
- E. An employee may accumulate earned leave, including the previously earned vacation balance, if any, to a maximum of twice the annual Time Management accumulation. On March 31st of each year, any employee credited with accrued leave greater than twice the annual accumulation shall have the amount above the maximum accumulation transferred to their sick bank account. If the employee does not have a sick bank account, an account will be established. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the following year, provided that the employee take sufficient earned leave to reduce the accumulation to the maximum allowable prior to the following March 31st or the excess will be transferred to the sick bank account.
- F. Upon an employee's termination, after six months of service, all of the employee's earned leave (including vacation rollover, if any) shall be paid to the employee at the current rate of pay.

- G. In the event of an employee's death, after six months of service, all earned leave shall be paid to the employee's designated beneficiary in accordance with State law at the current rate of pay.
- H. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned leave per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned leave per year.
- I. Employees shall, whenever possible, request time off in advance. Use of such leave must be scheduled between the employee and his or her supervisor or designee. When an employee is sick or an emergency requires his/her presence elsewhere, the employee must notify the supervisor as soon as possible.
- J. After one year of continuous employment, employees may request to convert up to 40 hours of accrued leave to cash on an annual basis. To be eligible, an employee must maintain a minimum balance of one year's accrual and must have used at least 40 or 80 hours of Time Management leave, depending on their length of service, during the previous twelve months. A request for conversion of annual leave to cash must be approved by the Department Head subject to budget restrictions and is allowed once each fiscal year. The request must be made prior to April 15th, and will be included in the employee's April paycheck. The Personnel Department will distribute the request to sell leave forms no later than the first week of April.
- K. During the last three years prior to retirement, employees may sell up to 80 hours each fiscal year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this option in more than three years. This paragraph is not subject to any of the limitations expressed in Section H of this policy.

4. PRIOR SICK LEAVE ACCUMULATION AND SICK LEAVE BANK

An employee's existing sick leave accrual at the time of entering the Time Management program will be preserved in a separate sick leave bank. No additional sick leave will be earned. Existing sick leave will be treated in the following manner:

- A. Employees will be allowed to convert up to 100 hours of existing sick leave to the Time Management leave balance on a two-for-one basis. (100 hours of sick leave will convert to 50 hours of Time Management leave).

- B. For an employee to use accrued sick leave due to illness or injury, unless required by law, existing sick leave (banked sick leave) may be used by employees only after the employee has been absent from work for the equivalent of three full days for qualifying sick leave utilization due to the same illness or injury per Article 11 (11:01.02). The first three days will be either deducted from Time Management leave or if the employee does not have sufficient Time Management Leave, time will be deducted from accrued compensatory time or any other paid leave time, or be identified as leave without pay.
- C. According to Section III (D), on March 31st of each year, any Time Management leave above the maximum accrual (24 x monthly accrual) shall be transferred to the sick-bank account.
- D. No compensation for accrued sick bank shall be provided for any employee for any reason, except that one-half of the employee's accrued sick bank shall be paid to the employee or his/her beneficiary upon death, retirement, permanent total disability, or after five (5) years of continuous employment and a voluntary resignation (not including termination or resignation in lieu of termination for cause).

Agreement
Between the Deschutes County Road Department and the IUOE Local 701
regarding the provision of Personal Protective Equipment and other work related items

Pursuant to the terms of the collective bargaining agreement (CBA) between the two parties dated JUNE 4, 2015, this letter agreement is intended to document current practices being performed by the parties to the agreement in sections 16:01.02, 16:01.03 and 18:03.

1. Employees will be responsible to report for work in appropriate clothing, at their expense, including long pants (no shorts), shirts with sleeves (no tank tops), and appropriate footwear (no sandals or tennis shoes, excluding office personnel).
2. DCRD will furnish clothing and equipment as necessary to the work environment for the duration of the CBA including but not limited to the following:
 - a. Gloves
 - b. High visibility safety vests
 - c. High visibility safety jackets
 - d. Ear protection
 - e. Safety glasses
 - f. Prescription Safety Glasses
 - g. Insulated Coveralls (1-pair)
 - h. Cold weather gear for open cab operation (need as determined by Supervisor)
 - i. Rain gear (need as determined by Supervisor)
 - j. Shop coveralls (laundered) for Vehicle Maintenance employees.
 - k. PPE related to Vehicle Maintenance field activity associated with the Solid Waste Department (need as determined by Manager/Supervisor)
 - l. PPE specific to the requirements of products used by the DCRD as identified in the product's corresponding Material Safety and Data Sheet.
3. The items listed in #2, above, are to be used by the employee while working their assigned shifts for the DCRD. Personal use of the equipment listed in #2 above, away from the workplace on personal time is prohibited.
4. Works boots will be provided as determined by DCRD policy.
 - a. DCRD will conduct a process to draft a boot policy to be implemented July 1, 2016. The DCRD's Policy Advisory Group will be convened to create a policy which identifies (including, but not limited to):
 - i. The amount of boot reimbursement, allowance, or stipend
 - ii. The inclusion/exclusion of Divisions or specific job descriptions
 - iii. Specifications or guidelines of boots
 - iv. Method of purchase, reimbursement, or stipend
 - v. Rules pertaining to use (off-site, etc)
5. Worn or damaged equipment will be replaced by DCRD as appropriate, so long as equipment is not damaged due to inappropriate use or carelessness. DCRD retains sole discretion to determine the appropriateness of equipment replacement. Replacement of equipment requires the return of worn or damaged equipment.

6. Other clothing or equipment may be provided if necessary and such necessity shall be determined at the sole discretion of the Department Director.

Deschutes County Road Dept. Date

IUOE Local 701 Date

Agreement
Between the Department of Solid Waste and the IUOE Local 701
Regarding the provision of Personal Protective Equipment and other work related items

Pursuant to the terms of the collective bargaining agreement (CBA) between the two parties originally dated May 2011, this letter agreement is intended to document current practices being performed by the parties to the agreement in sections 16:01.02, 16:01.03 and 18:03.

Employees will be responsible to report for work in appropriate clothing, at their expense, including long pants (no shorts), shirts with sleeves (no tank tops), and appropriate footwear (no sandals or tennis shoes) unless provided by the Department of Solid Waste (DSW) as detailed below.

Solid Waste Department office staff and Knott Landfill scalehouse attendants are permitted to wear appropriate footwear (sandals, tennis shoes, etc.), skirts or dresses with sleeves while performing work duties in office or scalehouse.

1. DSW will furnish clothing and equipment as necessary to the work environment for the duration of the CBA including but not limited to the following:
 - a. Work boots
 - b. Cushion insoles
 - c. Insulated overalls
 - d. Safety vests
 - e. Safety sweatshirts
 - f. Safety Jackets
 - g. Balaclavas
 - h. Leather gloves
 - i. Insulated winter gloves
 - j. Insulated glove liners
 - k. Safety glasses
 - l. Ear plugs
 - m. Ear Muffs
 - n. Dust Masks
 - o. Safety hazmat suits
 - p. Surgical gloves
 - q. PPE specific to the requirements of products used by DSW as identified in the product's corresponding Material Safety Data Sheet.
2. The items listed above are to be used by the employee while working their assigned shifts for the DSW. Personal use of this equipment away from the workplace on personal time is prohibited.
3. Worn or damaged equipment will be replaced by DSW as appropriate so long as equipment is not damaged due to inappropriate use, or carelessness. DSW retains sole discretion in determining the appropriateness of equipment replacement. Replacement of equipment requires the return of worn or damaged equipment.

4. Other clothing or equipment may be provided if necessary and such necessity shall be determined at the sole discretion of the Department Director.

ORIGINALLY SIGNED MAY 2011

Department of Solid Waste

Date

IUOE Local 701

Date

On June 4, 2015, during contract negotiations, no changes were made to the PPE Agreement between Deschutes County Solid Waste and IUOE, Local 701.

INITIAL

DATE

INITIAL

DATE

MEMORANDUM OF UNDERSTANDING
between
DESCHUTES COUNTY, OREGON
and
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #701
in regards to
ENGINEER TRAINING SCHOOL ACCESS AND FEES

This Memorandum made between Deschutes County, Oregon – Road Department and Solid Waste Department, herein referred to as the County and Local 701 of The International Union of Operating Engineers, herein referred to as the Union is effective this 6th Day of May, 2011, and continues until modified.

Both the County and Union agree that the JATC is the appropriate entity for evaluating journey workers who need skills training, to recommend journey workers for TSP testing, and direct appropriate training for apprentices enrolled in registered apprenticeship program with the Bureau of Labor and Industries (BOLI) MA#7019.

Apprentices and journey workers will be scheduled for one week (40 hours) of training. The JATC will determine the specific training for each training participant, the JATC or designee will inform Engineer Training of the specific training needed for each participant. Individuals will be scheduled with Engineer Training and placed within the regular training schedule for appropriate training rather than a block of County employees attending all together.

Journey workers who require skill upgrade training will be scheduled for a week of training only and will not receive a TSP test. Journey worker TSP tests may be scheduled at a later date; such testing will be done in one day, and free of charge to the County.

It is the understanding of the parties that apprentices will normally have approximately one thousand (1000) hours of on the job training before being scheduled for training at Engineer Training. County apprentices will be scheduled in with regular Union apprentices with similar skill levels.

SCHEDULING:

Journey worker upgrade training dates are approximately the first workweek in January through the first week of April.

TSP testing days are approximately Monday through Wednesday the weeks of Thanksgiving, Christmas, New Years, and July 4th holidays. TSP test may also be schedule in the months of June and September as regular training classes either end or are about to begin.

REC'D MAY 10 2011

Apprentice training dates are in two blocks fall and spring, the dates are approximately the first week in October through the week before Christmas, and the first week of April through June.

The school schedule could vary from year to year; with advanced notice the Union will do its best to accommodate the County employee's specific training needs.

TRAINING FEES:

Annually around January 1st, the AGC-Operating Engineers Trust will prepare a statement of costs for management, equipment, instructors, and training of apprentices for services performed at Engineer Training. Specifically:

Both parties acknowledged that monetary consideration is needed in order to provide the necessary:

- Training Facilities
- Heavy Equipment
- Instructors
- Other miscellaneous Materials

Thereby, in consideration for the provided infrastructure, facilities, equipment, instructors, and other resources, the County and the AGC-Operating Engineers Local 701, Training Trust agree to the following fee schedule:

- Individuals enrolled for the five day (5) training week the County will be charged One Thousand Five Hundred Dollars \$1500.00. It is expected that the participant(s) will be enrolled for a normal forty hour week (40).
- The County will provide per-diem for meals and lodging for the apprentice and journey worker per the CBA Article 13, section 13.01.07
- The Union will provide TSP Testing free of charge on the following pieces of equipment: loader, dozer, scraper, grader, roller, backhoe, and excavator.

MODIFICATION:

This Memorandum of Understanding between the County and the Union may by mutual consent of the parties be opened and modified.

AUTHORITY:

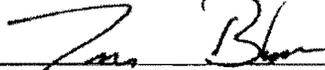
The individuals signing this Agreement of Understanding in their official capacity hereby personally guarantee and warrant their authority to act for and bind the respective parties or organizations that their signatures purport to represent.

Dated this 6 day of MAY, 2011

FOR THE UNION

by 
MARK HOLLIDAY
BUSINESS MANAGER & FINANCIAL SECRETARY
IUOE LOCAL 701

DESCHUTES COUNTY, OREGON

by 
TOM BLUST, P.E., P.L.S.
DIRECTOR

by 
TIMM SCHIMKE
DIRECTOR

On June 4, 2015, Deschutes County and International Union of Operating Engineers, Local 701 have made no changes to the Memorandum of Understanding in regards to Engineers Training School Access and Fees, originally dated May 6, 2011. The agreement shall continue until modified.

Initial Date Initial Date Initial Date