INSTRUCTIONS: File the original and three copies of this complaint with the Board at 528 Cottage Street NE, Suite 400, Salem, Or 97301 Phone (503) 378-3807

STATE OF OREGON
EMPLOYMENT RELATIONS BOARD

For the Board Use Only
Case No. UP-026-16
Date Filed 8/19/16

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EMPLOYMENT RELATIONS BOARD

UNFAIR LABOR PRACTICE COMPLAINT

Public Employment

COMPLAINANT name/address:	Name/address/phone of Complainant's representative:
Oregon AFSCME Council 75 Local 1528 1400 Tandem Avenue NE Salem, Oregon 97301	Jennifer K. Chapman, Legal Counsel 1400 Tandem Avenue NE Salem, OR 97301 503-370-2522
RESPONDENT name/address	Name/address/phone of Respondent's representative:
Roger Hartman, Assessor Douglas County Assessor's Office 1036 SE Douglas Ave. Roseburg, OR 97470	Michael Kurtz, Human Resources Director Douglas County 1036 SE Douglas Ave. Roseburg, OR 97470 541-440-4222

Complainant alleges that Respondent has committed an unfair labor practice under ORS 243.672(1)(a), (b), (c), and (e) of the Public Employee Collective Bargaining Act. The following is a clear and concise statement of the facts involved in each alleged violation, followed by a specific reference to the section and subsection of the law allegedly violated. (For each claim, specify dates, names, places and actions. Attach copies of main supporting documents referred to in the statement of claims.)

See Attached

I certify that the statements in this complaint are true to the best of my knowledge and information.

By Jennifer K Chapman
Signature of Complainant or Complainant's Representative

Legal Counsel
Title

8-18-16
Date

ATTACHMENT
TO
UNFAIR LABOR PRACTICE COMPLAINT

1. Douglas County, the Douglas County Assessor's Office, and the Douglas County Assessor are public employers within the meaning of ORS 243.650(20). They will be referred to collectively herein as "the County."

2. AFSCME Local 1528 ("AFSCME" or "union") is a labor organization within the meaning of ORS 243.650(13).

4. The County and AFSCME are currently in negotiations for a successor collective bargaining agreement. The prior collective bargaining agreement between the parties expired June 30, 2016, and is attached hereto as Exhibit 1.

5. The Douglas County Assessor's Office currently does not have a formal dress code. Employees are allowed to use their own discretion in terms of what they wear to work. Many employees wear t-shirts on Fridays, and the wearing of t-shirts is expressly encouraged during special events or for special purposes, such as to support 4-H, to support a local archery club, during the Oregon Civil War, the day before Roseburg Graffiti, and during the week before Christmas.

6. On July 26, 2016, several members of Local 1528 came to work wearing green t-shirts with the "AFSCME" logo on it. The employees came to work wearing AFSCME t-shirts to show solidarity with their union, because the parties were scheduled for a bargaining/ mediation session that day.

8. When Douglas County Assessor, Roger Hartman, saw the employees wearing AFSCME t-shirts, he ordered the employees to immediately change. If the employees did not have another shirt with them, they were ordered to go home.

9. Prior to July 26, 2016, the County had not proposed or bargained a change to the County's dress code that would prohibit the wearing of t-shirts, much less t-shirts that signify support and affiliation with the union.

10. Employees who were sent home were required to either use vacation time or unpaid leave to cover the time missed from work.

11. By ordering employees to change out of AFSCME t-shirts that were worn to show support for the union position during bargaining, the County:

    a. Interfered with and restrained employees "because of" the exercise of their protected union activities, in violation of ORS 243.672(1)(a);

    b. Interfered with and restrained employees "in the exercise of" their protected union activities, in violation of ORS 243.672(1)(a);

    c. Violated ORS 243.672(1)(c), in that its actions constituted an attempt to

discourage union membership.

12. By unilaterally implementing a unilateral change to the status quo that essentially changed the dress code to contain a ban for union t-shirts, the County violated its duty to bargain in good faith in violation of ORS 243.672(1)(e).

13. The County's actions as described above were a flagrant and willful attempt to undermine AFSCME during bargaining and to discourage represented employees and others from supporting AFSCME's goals, and these actions therefore warrant imposition of a civil penalty.

WHEREFORE, Complainant requests the following relief:

a. An order declaring that the County has committed the unfair labor practices as alleged herein;

b. An order declaring that the County cease and desist from committing unfair labor practices;

c. An order that the County make impacted employees whole for lost wages, vacation accruals, and other benefits that they lost as a result of being sent home to change clothes;

d. An order that the County pay AFSCME its reasonable representation cost, including filing fees, expended in prosecuting this matter at hearing and on appeal;

e. An order that the County pay a civil penalty;

f. An order that the County post a written notice of the violation at the workplace, along with notice that reassures represented employees that they will not be disciplined or discriminated against for union activities;

g. Any other further relief deemed necessary to do justice under the PECBA.

Dated this 18 day of August, 2016.

Respectfully Submitted:

Jennifer K. Chapman
Legal Counsel, Oregon AFSCME

DOUGLAS COUNTY OREGON
FILED

JUL 15 2015

PATRICIA K. HITT, COUNTY CLERK

Douglas County Official Records
Patricia K. Hitt, County Clerk
Commissioners' Journals

2015-0641

07/15/2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DOUGLAS COUNTY

AND

DOUGLAS COUNTY ASSESSOR'S OFFICE
LOCAL 1528, AFSCME COUNCIL 75

July 1, 2015 – June 30, 2016

EXHIBIT
1

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PREAMBLE

This Agreement is entered into between Douglas County, Oregon, hereinafter referred to as the "County," and Douglas County Assessor's Office Local 1528, Council 75 of the American Federation of State, County and Municipal Employees, hereinafter referred to as the "Union." The purpose of this Agreement is to set forth the full and complete Agreement between the parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all regular employees of the Douglas County Assessor's Office as certified by the Oregon Employment Relations Board, case number CC-004-10; excluding managers, supervisors, on-call, temporary and confidential employees.

Specifically, the bargaining unit shall consist of the following classifications (Property Appraiser 4s are supervisors):

- Property Appraiser 1-3
- Assessment Database Technician
- Assessment Technician
- Property Appraiser Trainee
- Personal Property Technician
- Cartographer GIS Technician
- Information Services Technician Support Analyst
- Office Manager
- Department Assistant

ARTICLE 2 - GENERAL PROVISIONS

Section 1: Non-Discrimination

The County and the Union agree that each will fully comply with all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such person's race, religion, color, natural origin, gender identity, mental or physical disability, sex, age, union affiliation or other status protected by state or federal law. Any references to gender in the Agreement include both genders. The parties agree that nothing in this agreement will interfere with or restrict the County in its obligation to accommodate individuals with disabilities under federal and state law. Any disputes regarding this article shall not be subject to the grievance procedure in Article 15.

Section 2: Bulletin Boards

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and should be signed and dated by the individual doing the posting.

Section 3: Visits by Union Representative

Authorized representatives of the Union or its affiliates may have reasonable access to meet with Union members on County property with prior approval from the appropriate supervisor. Supervisors will not unreasonably deny approval. Union meetings will be held on break time, lunch time or after working hours unless the appropriate supervisor approves meetings during working hours.

Section 4: Personnel Rules

The Union and the County recognize that the County Personnel Rules have in the past and may from time to time in the future, be added to, modified, or eliminated in whole or in part. Notwithstanding the requirements in ORS 243.650 to 782, the County shall have no duty to bargain over: 1) the decision to make changes or 2) the impact that such changes may have. The County personnel rules shall be equitably enforced among all bargaining unit members.

Section 5: Furnishing the Labor Agreement

The County agrees to publish the Labor Agreement online thirty (30) days after it becomes effective.

Section 6: Use of County Property for Union Business

With prior notice and approval from the Department Head or designee, the Union may use County property for conducting union business. Such use, however, shall not interfere with County operations. The Union is aware that any transmission of

communications using County property (such as emails, fax transmissions, etc.) are public records and as such are subject to review by the County and to disclosure to the public.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1: Management Rights

It is recognized that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Except to the extent expressly abridged by a specific provision of this Agreement, it is recognized that the responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation. By way of illustration and not of limitation, the following are listed as such management functions:

A. The determination of the governmental services to be rendered to the citizens of Douglas County.

B. The determination of the County's financial, budgetary, accounting and organization policies and procedures.

C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the Board establishing personnel rules and regulations not inconsistent with any other term of this Agreement.

D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the determination of duties and qualifications of job classifications; the right to hire, promote, transfer and retain employees; the right to discipline or discharge; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the Assessor's Office or divisions within the Assessor's Office; the right to determine schedules of work; the right to purchase dispose and assign equipment or supplies; and the right to contract or subcontract any work.

Section 2: Uniform Application

Any rule, regulation, policy or procedure issued under the Management Rights clause shall be uniformly and equitably applied and enforced to all affected employees who are similarly situated.

Section 3: Exercise of Rights

The County shall not exercise its rights set forth above for the purpose of avoiding the terms of this Agreement.

ARTICLE 4 - UNION SECURITY AND CHECK OFF

Section 1: Check Off

Any employee who is a member of the Union, or who has applied for membership, shall sign and deliver to the Union, who shall forward to the County, an original assignment authorizing deductions of membership dues. Such authorization shall continue in effect from year to year unless revoked or changed in writing. Pursuant to each authorization, the County shall deduct such dues bi-weekly from the salary check of each employee. Deductions will be a percentage of gross base wage with a minimum and maximum deduction. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the 10th day of the succeeding month after such deduction is made. In the event that a part of this Article should be declared invalid or that the monthly payment should be ordered reimbursed to any member, the Union and its members shall be solely responsible for its reimbursement.

Section 2: Fair Share

Employees who are not members of the Union shall make payments in lieu of dues to the Union. The Union shall certify to the County the amount of the fair share payment to be deducted from the paychecks of those who are not members of the Union. This section shall be referred to as "Fair Share" agreement, and the County shall deduct from the employee's bi-weekly check the payments for regular dues or payments in lieu of dues and shall remit the same to the Treasurer of the Union by the 10th day of the succeeding month after such deduction is made.

Section 3: Religious Objections

Any individual employee objection based on bona fide religion or teachings of a church or religious body of which such employee is a member will require such employee to inform the County and the Union of his/her objection. The employee shall meet with the representative of the Union and the County to establish a satisfactory arrangement for distribution of a contribution on an amount of money equivalent to regular Union membership dues to a charity. The employee shall supply proof to the Union and County, each month that this has been done.

Section 4: Hold Harmless

The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County in exercise of the sections of this article. Such indemnification shall include, but not be limited to, any court costs, attorney fees and other expenses incurred by the County.

Section 5: Maintenance of Membership

All members of the bargaining unit who are members of the Union as of the effective date of the Agreement, or who subsequently voluntarily become members of the Union, shall continue to maintain membership status in the Union during the term of this Agreement. This section shall not apply to the 30-day period of the expiration of this

Agreement for those employees who, by written notice sent to the Union and the County, indicate their desire to withdraw membership from the Union.

ARTICLE 5 - PROBATIONARY PERIOD

Section 1: Scope and Definition

All original full-time and part time appointments shall be tentative and subject to a probationary period of one (1) year of service. Evaluation of the employee's adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the probationary period.

Section 2: Termination and Grievances

During the probationary period, a probationary employee may be terminated at any time without appeal or recourse to the dispute resolution procedure. Probationary employees may not use the dispute resolution procedure.

Section 3: Evaluations

An evaluation form will be completed prior to removing an employee from probation and placing him or her on regular status. Employees with a satisfactory performance evaluation shall be placed on regular status.

Section 4: Extensions of Probation

If additional time is needed to properly evaluate the employee's performance prior to placing him or her on regular status, the probationary period may be extended by mutual agreement between the County and the Union up to an additional six (6) months. In addition, if the employee takes an extended leave (more than two (2) weeks), the employee's probation will be extended for an equivalent amount of time.

Section 5: Promotions

Upon promotion within the bargaining unit, an employee will undergo a promotional probationary period of six (6) months hours. If more time is necessary to evaluate a promoted employee, the County may extend the promotional probationary period up to three (3) months.

ARTICLE 6 - HOURS OF WORK

Section 1: Hours of Work

Workweek:

The workweek shall be determined by the County based on the needs of the County and services to the public. The workweek shall be Sunday through Saturday. The regular workweek shall normally be five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days for full time employees. Part-time employees shall work the appropriate number of hours as scheduled or needed. The County may, based on operational needs, establish alternative workweeks. Sick leave, vacation, holidays, and other paid, non-work time away from the job are not considered as hours worked.

Work Shifts:

All employees on regular shifts have established starting and quitting time and the Department Head shall determine that schedule. The Department Head may modify the shift schedules to accommodate department services with advanced notice or in an emergency situation. This excludes employees on irregular work schedules. For these employees, the Department Head may adjust the work shift in advance, if possible.

Employees may request to work outside their regular shifts in order to attend County or Department events. Employees must receive pre-approval from the Department Head or designee to work outside their scheduled shift.

Section 2: Rest Periods

Fifteen (15) minute rest periods will be provided as close to the middle of each half shift as is practicable, except when such interruption would be detrimental to the efficient operation of the Department.

Section 3: Meal Periods

For work shifts more than six (6) hours, a minimum of thirty (30) minutes will be provided for a nonpaid meal, except when such interruption would be detrimental to the efficient operation of the Department.

Section 4: Overtime for FLSA Non-Exempt Employees

For eligible non-exempt employees, all actual work performed by an employee in excess of forty (40) hours per week shall be compensated through the payment of overtime pay at the rate of time and one-half or compensatory time off. All overtime shall be rounded to the nearest one-quarter (1/4) hour. Hours worked for the purpose of computing overtime hours for employees shall include all hours worked as that term is used in the Fair Labor Standards Act (FLSA).

Department Heads or designee must approve overtime prior to it actually being worked.

Section 5: Form of Compensation for FLSA Non-Exempt Employees

Overtime hours can be paid or, at the employee's option with Department Head approval, accumulated at time and one-half (1½) up to a maximum of forty (40) hours and taken as "comp" time off. Once the forty (40) hour maximum has been reached, the employee will receive overtime pay for the number of hours that exceed the maximum accrual allowed. Any hours not taken in the fiscal year in which they were earned will be paid to the employee with the last payroll check in June of each year.

Section 6: Scheduling Compensatory Time

An employee may use compensatory time at mutually agreeable times that do not interfere with the County's operational needs. The County may deny a request for compensatory time off if it necessitates backfilling with overtime.

ARTICLE 7 - HOLIDAYS

Section 1: Recognized Holidays

The following days are recognized holidays for eligible employees in the County service:

New Year's Day (January 1)
Martin Luther King Jr.'s Day (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25)
One floating holiday

In the event the Board of Commissioners designates a paid day off for County employees, bargaining unit employees will be granted the same benefit.

Whenever a holiday falls on Sunday, the following Monday shall be considered the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be considered the holiday. Holidays which occur during vacation or authorized sick leave shall not be charged against such leave. The floating holiday provided for in this article shall not be subject to accrual; that is, it is allowed on a fiscal year basis but does not accrue from one fiscal year to the next. If any eligible employee fails to use their personal holiday hours, the employee shall not receive additional pay in lieu thereof.

Section 2: Holiday During Leave

Should an employee be on authorized leave with pay when a holiday occurs, such a holiday shall not be charged against such leave. To be eligible for Holiday Pay, an employee must be on paid status the scheduled day before and after the Holiday.

Section 3: Holiday Pay Calculation

Holiday pay is based on the hours paid during the pay period in which the holiday falls.

Full-time Employees. Eligible employees with full time status shall receive eight (8) hours pay for each of the holidays listed above which fall within their work week and on which they perform no work.

Pro-Rated Part-time Employees. Part-time employee accrue on a pro-rated basis determined by their full-time equivalent (FTE) status. Only part-time employees budgeted at .5 FTE (20 hours per week) or more receive holiday pay.

For a bargaining unit employee working a four (4) day, ten (10) hour work schedule, the employee shall have the option of changing his or her work schedule with supervisor approval for the impacted week to a five (5) day, eight (8) hour schedule or using two

(2) hours of appropriate leave to complete the 40-hour work week. Supervisors will not unreasonably deny approval.

Section 4: Holiday Work

If an employee works on any of the holidays listed above, the employee shall receive their regular compensation for all hours worked on that holiday in addition to overtime holiday pay. If a holiday falls on a full-time employee's regular day off, the employee shall receive eight (8) hours regular pay. If a holiday falls on a part-time employee's regular day off, the employee shall receive pro-rated compensation based on hours worked in the affected pay period. All work performed on a designated holiday must be identified as overtime work and be pre-approved by the department head.

ARTICLE 8 - VACATIONS

Section 1: Accruals

After having served continuously as a County employee for twelve (12) full work periods, eligible employees shall be credited with, and thereafter accrue, vacation leave hours, per pay period (pp), as outlined below:

Hrs Budgeted Per Week	Full-Time Equivalent	Percent of F-T Benefit	Balance at 6 Months	6 months to 5 yrs	5 Yrs to 10 Yrs	10 Yrs to 15 Yrs	15 Yrs to 20 Yrs	20Yrs+
20 thru 23.9	.50 - .59	50%	22.20 hrs	1.85/pp	2.31/pp	2.77/pp	3.24/pp	3.70/pp
24 thru 27.9	.60 - .69	60%	26.64 hrs	2.22/pp	2.77/pp	3.32/pp	3.88/pp	4.44/pp
28 thru 31.9	.70 - .79	70%	31.08 hrs	2.59/pp	3.23/pp	3.88/pp	4.53/pp	5.18/pp
32 thru 35.9	80 - .89	80%	35.52 hrs	2.96/pp	3.70/pp	4.43/pp	5.18/pp	5.92/pp
36 thru 39.9	.90 - .99	90%	39.96 hrs	3.33/pp	4.16/pp	4.99/pp	5.82/pp	6.66/pp
40	1.00	100%	44.40 hrs	3.70/pp	4.62/pp	5.54/pp	6.47/pp	7.40/pp

An employee may not use accrued leave in an amount in excess of that which is necessary to bring their total hours compensated for the week to forty (40) hours.

Section 2: Scheduling

Department Heads shall establish staff schedules to provide vacation leave for employees at regular annual periods and employees shall take vacation leave at the time scheduled. Such schedules may be amended by the Department Head to meet work emergencies or to grant requests of individual employees within limits of work requirements of the division. No employee shall be granted a continuous vacation of more than five (5) weeks in any one (1) year. In case of any conflicts between the employees, the employees with the longest period of services with the County shall be given first consideration.

Section 3: Accumulation

The maximum accumulation of vacation leave will be as follows:

Hrs Budgeted Per Week	Full-Time Equivalent	% of Benefit	Maximum Accrual
20 thru 23.9	.50 - .59	50%	100 hours
24 thru 27.9	.60 - .69	60%	120 hours
28 thru 31.9	.70 - .79	70%	140 hours
32 thru 35.9	.80 - .89	80%	160 hours
36 thru 39.9	.90 - .99	90%	180 hours
40	1.00	100%	200 hours

Any employee who is about to lose vacation credit because of accrual limitation may, with approval from their Department Head five (5) days in advance and if consistent with operational needs, absent themselves to prevent the loss of time.

In lieu of the employee absenting him or herself from work as provided above, the Department Head at his or her option may pay off the excess vacation time at the employees' normal rate of pay. No payment shall be made for vacation time lost by an employee because of accrual limitations unless the failure is caused by the Department Head requiring the employee be at work during the scheduled vacation.

ARTICLE 9 - SICK LEAVE

Section 1: Accruals

After having served continuously as a County employee for four (4) full pay periods, eligible employees shall be credited with, and thereafter accrue, sick leave hours, per pay period. Full time employee accrue sick leave at a rate of 3.70 hour per pay period. Part-time employees accrue on a pro-rated basis determined by their full-time equivalent (FTE) status.

An employee may not use accrued leave in an amount in excess of that which is necessary to bring their total hours compensated for the week to forty (40) hours. Part-time employees may not use accrued leaves in an amount in excess of their normally scheduled hours for that week.

Section 2: OFLA/FMLA Leave

The County will comply with all provisions of the Federal Family Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA). Leave under either Act will be taken concurrently with sick leave, or any other accrued leave.

Section 3: Utilization of Paid Sick Leave

Employees may utilize their allowances of sick leave after having been employed for a period of (4) four full pay periods when unable to perform their work duties by reason of illness or injury, necessity for medical or dental care, 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 the attendance of the employee or by illness of a family member. For such period as the employee has sick leave credit, the use of sick leave to attend a family member shall be limited to the time the employee's presence is actually required. When possible, employees shall attempt to make other arrangements for the care of ill family members and may be required to provide a physician's statement regarding the need of the employee to attend to the family member.

Section 4: Call-ins

The Assessor's Office may establish call-in requirements for employees on leave based on the operational needs of the department

Section 5: Separation

No compensation for accrued sick leave shall be allowed for employees when the employee voluntarily or involuntarily separates from County service.

Section 6: Family Members

For the purpose of leave taken in accordance with any applicable federal and/or state mandatory regulations, "family member" is defined by the respective law (i.e., FMLA,

OFLA, etc.). For the purpose of bereavement and sick leave provided by the County, "family member" shall be defined as mother, father, current spouse or domestic partner, sister, sister-in-law, brother, brother-in-law, child, step-child, current parent-in-law, grandparents and grandchildren, and any relative currently residing in the employee's home.

ARTICLE 10 - OTHER LEAVES

Section 1: Criteria and Procedure

Upon written application by an employee, the County will consider a request for leave of absence without pay not to exceed thirty (30) calendar days, and it may approve such leave request if it finds there is reasonable justification to grant such leave and that the work of the Assessor's Office will not be seriously handicapped by the temporary absence of the employee. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the Assessor's Office and notice that the employee has accepted employment or entered into a business or occupation may be accepted by the County as a resignation. No fringe benefits shall accrue during an unpaid leave of absence.

Section 2: Jury Duty

Employees shall be granted a leave with pay for service upon a jury, provided, however that the employee is required to seek all fees due for such jury duty and turn fees over to the County and upon being excused from jury duty an employee shall immediately contact their supervisor or other supervisor for assignment for the remainder of his or her workday. Employees who have to report for jury duty shall be reassigned to day shift for the duration of jury duty for each day which the employee reports for jury duty and is not excused prior to 2:00 p.m. of the day in question.

Section 3: Non-Service Connected Appearance

A leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his or her attendance under penalty prescribed by law. An employee may use accumulated floating holiday, vacation, or compensatory time for such leave.

Section 4: Service Connected Appearance

Leave of absence with pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his or her attendance under penalty prescribed by law in connection with the employees officially assigned duties on behalf of the County.

Section 5: Return from Leave

Any employee who is granted a leave of absence without pay under this Article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his or her position with the County and his or her position shall be declared vacant, unless the employee prior to expiration of his leave of absence or prior to the termination date has furnished evidence that he is unable to work by reason of sickness, physical disability, or other legitimate reason

beyond his or her control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the request is reasonable and justified, and the extension may be granted without unduly handicapping the operation of the Assessor's Office.

Section 6: Military Leave

Military and Peace Corps leave shall be granted in accordance with state and federal law.

Section 7: Effect on Leave

Military and Peace Corps leave shall be granted in accordance with state and federal law. Any employee who is granted a leave of absence without pay shall first exhaust any accrued leaves.

Section 8: Absence Without Leave

An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by a specific grant or leave of absence under the provisions of this Agreement shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action.

Section 9: Family Medical Leave and Parental Leave

Family medical leave and parental leave will be granted in accordance with applicable state and federal law.

Section 10: Bereavement Leave

Eligible employees will be allowed bereavement leave in accordance with all applicable state mandatory regulations (OFLA). Employees are required to use accrued leave or if none exists, take unpaid leave. Eligible employees who do not qualify for bereavement leave under the provisions of any current state mandatory regulation, are allowed up to five (5) continuous absence days from work due to the death of a family member as defined in Section 11. Employees are required to use any accrued leave. If the employee does not have accrued leave, the leave will be unpaid. At the sole discretion of the department head, depending on the unique circumstances involved, additional days may be approved not to exceed the maximum bereavement leave allowed under Oregon law.

Section 11: Family Member

For the purpose of leave taken in accordance with any applicable federal and/or state mandatory regulations, "family member" is defined by the respective law (i.e., FMLA, OFLA, etc.). For the purpose of bereavement and sick leave provided by the County, "family member" shall be defined as mother, father, current spouse or domestic partner, sister, sister-in-law, brother, brother-in-law, child, step-child, current parent-in-law,

grandparents and grandchildren, and any relative currently residing in the employee's home.

ARTICLE 11 - INSURANCE

Section 1: Insurance

The County agrees to provide and maintain the following insurance programs:

A. Life Insurance - $10,000 principal sum.

Section 2: Medical, Dental, Vision Insurance

For the life of the contract, County will pay up to a maximum monthly contribution of $1,365 for employees with FTE status of thirty (30) hours a week or more. If the Board of Commissioners approves an increased maximum monthly contribution for non-represented employees (more than $1,365 per month), the bargaining unit members will receive an equal increase for January 1, 2016 to June 30, 2016. The County and the Union agree that this provision does not extend beyond the contract term.

The County retains the right to modify the plans or the plan options during the term of this Agreement provided that any such modifications will be reviewed and discussed with the employee benefits committee prior to the implementation of any such changes.

In accordance with eligibility and plan documents, employees who elect the High Deductible/HRA plan may elect to use a Benefit Debit Card to access funds in the HRA. The County will contribute $150.00 per month into the HRA for employees who insure a family, and $75.00 per month for employees who insure employee only.

ARTICLE 12 - WORKERS' COMPENSATION

All Union employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the County.

ARTICLE 13 - LAYOFF AND RECALL

Section 1: Seniority

For the purposes of this agreement, "seniority" means length of continuous services in a bargaining unit position, computed from the date of the employee's original hire into the unit. Such date shall be known as the "continuous service date." Where two employees have the same continuous service date, seniority will be determined by lot.

Section 2: Continuous Service

As used in this section, "continuous service" includes all authorized paid leaves of absence and unpaid leaves of absence for less than ninety (90) consecutive calendar days. For leaves extended beyond the ninety (90) days, the actual length of the employee's leave will be deducted from the employee's length of continuous service.

Continuous service shall be broken by any separation from County employment.

Section 3: Layoff Definition

A layoff is a reduction in force as defined as a reduction in hours from full time to part time and from full-time or part-time to separation from employment.

Section 4: Layoff Order

Bargaining unit employees with the least seniority within the job classification series within the Assessor's Office shall be subject to layoff first unless in the County's judgement, the retention of special skills requires layoff on another basis. The laid off employee may bump a less senior regular full time employee in the same classification if the laid off employee is qualified for the position without any additional training.

A job classification series is a group of classifications with similar duties of increasing complexity and responsibility; for example, Property Appraisers I, II and III.

Special skills includes a specialization within a classification; for example, a commercial property appraiser or a farm/forest appraiser.

Section 5: Notice

Employees subject to layoff shall be given written notification at least fourteen (14) calendar days in advance of the effective layoff.

Section 6: Recall

Employees will be recalled based upon their job classifications and seniority date at the time of layoff, with the most senior employee being recalled first, providing such opening occurs within one (1) year of the date of layoff.

Specifically, the County shall send a certified letter, return receipt requested, to the last known address of the laid-off employee. It is the employee's responsibility to keep the County informed of their most recent address.

Upon receipt of such letter, the laid-off employee shall have seven (7) days in which to notify the County of his intent to return to work. Failure to do so will constitute a waiver of re-employment rights. Employees returning from layoff status to active employment shall have previously acquired seniority for purposes of vacation accruals and accrued sick leave reinstated, but shall not receive credit for the time of the layoff.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1: Disciplinary Action

No regular employee shall be disciplined or discharged without just cause. All disciplinary action imposed upon an employee, except oral reprimands, may be protested as a grievance through the grievance procedure. An oral reprimand or warning shall be done in a manner which will not embarrass the employee before other employees or the public.

If the County determines there is just cause for discharge, the County shall deliver to the employee and the Union a written notice of such discharge, specifying the principal grounds for such action. The Union may process a grievance concerning suspension, demotion or discharge at Step 2 of the grievance procedure.

Section 2: Pre-Discipline Hearing

When the County intends to take disciplinary action involving discharge or suspension, the County shall notify the non-probationary employee in writing of the charges against the employee and the proposed disciplinary action, and shall provide the employee with the opportunity to respond to the charges at a hearing with the supervisor or person having the authority to impose the proposed disciplinary action.

ARTICLE 15 - DISPUTE RESOLUTION

Section 1: Grievance Definition

As used in this contract, the term "grievance" means any claim by or on behalf of a particular employee or party to this contract that such claimant's rights, benefits, privileges, or interests under this contract have been violated or that this contract has been misapplied to such claimant in a particular case.

Section 2: Exclusive Remedy

Grievances shall be initiated and processed in the manner provided for herein, which procedure the parties mutually acknowledge to be the exclusive and binding process for the resolution of disputes constituting grievances

Section 3: Time Limits and Procedures

Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Any such wavier must be reduced to writing by the party requesting it and agreed to in writing by the other party (exchanged e-mails shall be sufficient to meet this requirement). Failure of the aggrieved party to submit or prosecute a grievance in accordance with these time limits shall constitute abandonment of the grievance. The County shall respond to the grievance within the stated time limits unless an extension has been mutually agreed upon in writing. Upon failure of the County to respond to a grievance within the specified time limits, the Union will be permitted to advance the grievance to the next step.

Section 4: Grievances

The written grievance shall include:

(1) The name and position of the employee by or on whose behalf the grievance is brought.

(2) The date of the circumstances giving rise to the grievance, and the date of the employee's first knowledge thereof, if later.

(3) A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position.

(4) The specific provision or provisions of this contract allegedly violated by the County.

(5) The remedy or relief sought by the employee.

(6) The signature of the employee submitting the grievance, and such person's name and position if other than the aggrieved employee.

Section 5: Grievance Procedure

Step One: Within fifteen (15) calendar days after the incident that led to a grievance, the aggrieved employee shall file a copy of the grievance with the employee's immediate supervisor. The supervisor or another representative of the County will, within fifteen (15) days of receipt of the grievance, render a decision after meeting with the aggrieved employee and/or union representative. If the grievance is not resolved, the employee will, within ten (10) calendar days of the County's decision, proceed to Step 2.

Step Two: The grievance, along with a written statement explaining why the supervisor's response is not adequate will be submitted to the Department Head or designee. The Department Head or designee will meet with the employee and/or the Union representative and will render a decision within fifteen (15) calendar days of receipt of the grievance. If the Department Head's decision does not resolve the grievance, the Union may advance the grievance to Step 3.

Step Three: If the Union chooses to advance the grievance to Step 3, the Union must provide notice to Human Resources and request a list of arbitrators from the Employment Relations Board within fifteen (15) days of the County's response in Step 2 unless mediation has been requested. If the parties do not agree to mediation, the Union must request a list of arbitrators within 15 (fifteen) days of the refusal to mediate. Grievances shall be submitted to a single arbitrator chosen in the following manner from a list of seven (7) names submitted by the State Conciliator of the Employment Relations Board or from any other agency on which the parties agree. Within fifteen (15) calendar days following the Union's receipt of the list of arbitrators, the party requesting arbitration shall strike the first name from the list. Strikes shall be exercised alternately until each party has exercised three (3) strikes and only one (1) name remains, who shall be the arbitrator. Within fifteen (15) calendar days from the date the arbitrator is selected, the Union, on behalf of both parties, shall inform the arbitrator of selection; and the arbitrator shall schedule a hearing.

Section 6: Mediation

Within fifteen (15) calendar days of receipt of the County's response in Step 2, either party to the labor contract may request mediation. Both parties must agree to mediation. If agreed to by both parties, the Union will contact the State Conciliator of the Employment Relations Board and a mediation session will be held with an assigned mediator. If mediation is not successful, a request shall be made within ten (10) calendar days from the conclusion of mediation, for a list of arbitrators. Mediation shall be concluded when (1) the parties mutually agree in writing that the grievance is resolved; and (2) the Union provides written notice that the grievance is withdrawn; or (3) either party notifies the other party and the mediator in writing that it wishes to conclude mediation, but only after at least one mediation session has been held.

Section 7: Arbitrator Limitations

The powers of the arbitrator shall be limited to determination of issues of fact and the application and interpretation of the provisions of this contract. The arbitrator shall have no power or authority to alter, abridge, modify, vacate, or amend any of the terms of this contract.

Section 8: Miscellaneous

The arbitrator shall render a decision within thirty (30) days after the briefs have been submitted. Any necessary expenses for the services of the arbitrator shall be split equally between the parties. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. Each party shall be responsible for compensating its own representatives or witnesses, subject to changes in relevant case law. The names of any witness to be used in arbitration by either party shall be made known to the other at least seventy-two (72) hours prior to the arbitration hearing.

Section 9: Decision

The decision of the arbitrator, if arrived at pursuant to the provisions of this contract, shall be final and binding upon the parties.

Section 10: Informal Discussion Permitted

Nothing in this article is intended to preclude or prohibit informal discussion of a potential grievance between an employee and the immediate supervisor, provided that the time limits set forth herein are adhered to.

ARTICLE 16 - PERSONNEL RECORDS

Section 1: File

Employees may inspect the contents of their personnel file, in the presence of an authorized County representative. There shall be only one (1) official personnel file. Other unofficial files may be kept.

Section 2: Signatures

No information reflecting critically upon employees will be placed in their personnel files without the employees being given the opportunity to review and sign the information. Employees will be required to sign such material to be placed in their personnel file with the understanding that their signature does not indicate agreement. If the employee refuses to sign the document, the supervisor will make a note that the employee has refused to sign and will place the information in the file.

If an employee believes that any of the above material is incorrect or a misrepresentation of facts, he or she shall be entitled to prepare in writing his or her explanation or opinion regarding the prepared material. This shall be included as part of his or her personnel record. Employees must prepare his or her rebuttal on his or her own time and the rebuttal must be submitted within thirty (30) calendar days from the date the material was presented to the employee.

Section 3: Copies

An employee may request a copy of any of the contents of his or her personnel file.

ARTICLE 17 - NO STRIKES

During the life of this Agreement, the Union and its members, as individuals or as a group, will not initiate, cause, permit, participate in or join any strike, work stoppage, slow down, picketing or any other restriction of work. Employees in the bargaining unit shall not honor any picket line when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaging in a violation of this article.

In the event of a strike, work stoppage, slow down, picketing, observation 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 make reasonable attempts to secure an immediate and orderly return to work.

ARTICLE 18 - SAVINGS CLAUSE

Should any article, section, provision, or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction or become unlawful through a change in applicable state or federal law, only the specific article, section, provision, or portion thereof will be invalidated. The remainder of the Agreement will still be given full force and effect and remain binding on the parties. The parties agree to meet promptly in order to bargain replacement language for any part of this Agreement that is held to be unlawful.

ARTICLE 19 - TERMINATION

This Agreement shall commence upon execution and remain in full force and effect until June 30, 2016. Either party must notify the other party, in writing, no later than January 1, 2016 of its intention to negotiate a successor agreement.

SIGNATURES OF THE PARTIES

Ratified by Douglas County Commissioners on the 15 day of July, 2015.

In Witness Thereof, the parties hereto have set their hands this 15 day of July, 2015.

American Federation of State, County, **& Municipal Employees, Local 1528**

Nicki Akins, Bargaining Team
Date: 7/8/2015

Dean Tucker, Bargaining Team
Date: 7/8/15

George Kirkeby, Bargaining Team
Date: 7/8/15

Jim Steiner, Council Representative
Date: 7/7/2015

COUNTY OF DOUGLAS, OREGON

Susan Morgan, Chair
Date: July 15, 2015

Chris Boice, Commissioner
Date: July 15, 2015

Tim Freeman, Commissioner
Date: July 15, 2015

Roger Hartman, Assessor
Date: 7/9/15

REVIEWED AS TO CONTENT:

Jessica Pence, Deputy Finance Officer
Date: 7/8/15

Michael Kurtz, Human Resources Director
Date: 7/8/15

Date: _____

APPENDIX - WAGES

Salary Schedule

Effective first full pay period in July 2015, Assessor's Office employees shall receive an increase of base salary in the amount of two percent (2%). The salary schedules will be adjusted accordingly.

During fiscal year 2015-2016, Assessor's Office employees not currently at step 10 will automatically receive a step increase, if eligible, on their review date. An employee is not eligible for a step increase if he or she has received disciplinary action above an oral reprimand at any time within the review period.

New wage scale:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Property Appraiser Trainee	$12.27	$12.75	$13.28	$13.81	$14.36	$14.93	$15.53	$16.16	$16.81	$17.49
Property Appraiser 1	$13.79	$14.35	$14.92	$15.52	$16.17	$16.81	$17.48	$18.20	$18.93	$19.70
Property Appraiser 2	$16.42	$17.07	$17.79	$18.50	$19.23	$20.03	$20.84	$21.69	$22.56	$23.47
Property Appraiser 3	$18.44	$19.20	$19.98	$20.80	$21.62	$22.48	$23.41	$24.38	$25.37	$26.40
Assessment Technician 1	$12.27	$12.75	$13.28	$13.81	$14.36	$14.93	$15.53	$16.16	$16.81	$17.49
Assessment Technician 2	$13.79	$14.35	$14.92	$15.52	$16.17	$16.81	$17.48	$18.20	$18.93	$19.70
Personal Property Tech 2	$13.79	$14.35	$14.92	$15.52	$16.17	$16.81	$17.48	$18.20	$18.93	$19.70
Office Manager 1	$11.59	$12.04	$12.55	$13.02	$13.58	$14.11	$14.68	$15.25	$15.87	$16.51
Office Manger 2	$12.98	$13.56	$14.08	$14.66	$15.25	$15.84	$16.49	$17.17	$17.86	$18.58
Office Manager 3	$13.79	$14.35	$14.92	$15.52	$16.17	$16.81	$17.48	$18.20	$18.93	$19.70
Cartographic/GIS Technician 1	$13.79	$14.35	$14.92	$15.52	$16.17	$16.81	$17.48	$18.20	$18.93	$19.70
Cartographic/GIS Technician 2	$15.50	$16.15	$16.78	$17.45	$18.17	$18.89	$19.66	$20.45	$21.28	$22.14
IS Tech Support Analyst 1	$21.95	$22.85	$23.79	$24.76	$25.72	$26.75	$27.87	$29.01	$30.18	$31.40
Assessment Database Tech	$16.42	$17.07	$17.79	$18.50	$19.23	$20.03	$20.84	$21.69	$22.56	$23.47