

AGREEMENT  
BETWEEN

DESCHUTES PUBLIC LIBRARY DISTRICT

&

AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES (AFSCME)

LOCAL 2837

July 1, 2026 – June 30, 2030

## **TABLE OF CONTENTS**

|                                                    |    |
|----------------------------------------------------|----|
| PREAMBLE .....                                     | 3  |
| ARTICLE 1 – RECOGNITION .....                      | 3  |
| ARTICLE 2 – UNION SECURITY.....                    | 3  |
| ARTICLE 3 – MANAGEMENT RIGHTS.....                 | 5  |
| ARTICLE 4 – NON-DISCRIMINATION .....               | 5  |
| ARTICLE 5 – PROBATIONARY EMPLOYEES .....           | 6  |
| ARTICLE 6 – DISCIPLINE AND DISCHARGE.....          | 7  |
| ARTICLE 7 – GRIEVANCE PROCEDURE.....               | 8  |
| ARTICLE 8 – SALARY ADMINISTRATION .....            | 10 |
| ARTICLE 9 – ON CALL AND CALL BACK TIME .....       | 11 |
| ARTICLE 10 – HOURS OF WORK.....                    | 11 |
| ARTICLE 11 – OVERTIME AND COMPENSATORY TIME .....  | 13 |
| ARTICLE 12 – WORK-OUT-OF-CLASS.....                | 13 |
| ARTICLE 13 – VACANCIES.....                        | 13 |
| ARTICLE 14 – ASSIGNMENT OF PERSONNEL.....          | 15 |
| ARTICLE 15 – PERFORMANCE ASSESSMENTS .....         | 15 |
| ARTICLE 16 – LONGEVITY AND LENGTH OF SERVICE ..... | 16 |
| ARTICLE 17 – HOLIDAYS .....                        | 16 |
| ARTICLE 18 – TIME MANAGEMENT .....                 | 17 |
| ARTICLE 19 – TYPES OF LEAVE .....                  | 19 |
| ARTICLE 20 – INSURANCE AND OTHER BENEFITS.....     | 20 |
| ARTICLE 21 – RETIREMENT .....                      | 22 |
| ARTICLE 22 – TRAVEL EXPENSES.....                  | 22 |
| ARTICLE 23 – SAFETY .....                          | 22 |
| ARTICLE 24 – PROFESSIONAL DEVELOPMENT .....        | 24 |
| ARTICLE 25 – RIGHT TO CONTRACT .....               | 25 |
| ARTICLE 26 – SEPARABILITY.....                     | 25 |
| ARTICLE 27 – SCOPE OF AGREEMENT.....               | 25 |
| ARTICLE 28 – TERM OF THE AGREEMENT.....            | 25 |
| ARTICLE 29 – WAGES.....                            | 26 |
| ARTICLE 30 – TELECOMMUTE.....                      | 26 |
| APPENDIX “A” – WAGE AND HOUR .....                 | 29 |
| APPENDIX “B” – TIME MANAGEMENT - AFSCME .....      | 30 |
| APPENDIX “C” – SALARY SCHEDULE .....               | 34 |

## **PREAMBLE**

This Agreement is made and entered into by and between Deschutes Public Library District (hereinafter the District) and the American Federation of State, County and Municipal Employees Council 75 (hereinafter the Union), for the purpose of setting wages, hours, benefits, and mandatory conditions of employment.

It is also the purpose of this Agreement to promote the mutual interests of the District and its employees and to provide for the operation of the District's business under methods that will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties will cooperate fully to secure the advancement and achievement of these purposes.

## **ARTICLE 1 – RECOGNITION**

### **Section 1**

The District recognizes the Union as the sole and exclusive bargaining agent for all regular employees of the District excluding supervisory and confidential employees, temporary employees, and employees with a regular work schedule of less than 80 hours per month.

### **Section 2**

If the District establishes a new classification included in the bargaining unit or reclassifies an existing bargaining unit position, the District shall notify the Union in writing in a timely manner.

## **ARTICLE 2 – UNION SECURITY**

### **Section 1**

The Union shall notify the District in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and reasonable advanced notice to Human Resources, the Assistant Director, or their designee, the representative shall have reasonable access to the premises of the District during all working hours to conduct Union business. The local representative shall observe any security regulations of the District. Such visits are not to interfere with the normal flow of work.

### **Section 2**

Unless otherwise provided in the Agreement, the internal business of the Union shall be conducted by the employees during non-work time. Union Stewards, Local, Council, or Executive Board Representatives will be allowed to meet with management and to present and discuss grievances and to represent workers during District initiated disciplinary meetings on duty time without loss of pay, provided public/essential services are not disrupted, extra work hours and/or overtime are not incurred, and time away is pre-approved by management.

### **Section 3**

The Union shall notify the District of the selection and turnover of Stewards and their alternates.

#### **Section 4**

The District agrees to provide bulletin board space at each location to be used exclusively by the Union for the posting of official Union notices. The Union agrees that it will not post material that is profane, obscene or defamatory of the District.

#### **Section 5**

The Union shall notify the District of the current rate of dues in a timely manner, which will enable the District to make the necessary payroll deductions as specified.

#### **Section 6** (hold harmless)

The District will not be held liable for check-off errors, but will make proper adjustments with the Union for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period.

#### **Section 7** (report for Union)

The District will transmit a monthly report to the Union at the end of each period that includes the following information (to the extent the District has this information):

- a. Dues paying members in the prior pay period
- b. New hires, position changes, status changes, full-time equivalency (FTE), start date, mailing address, email address (both work and personal) and phone number (including cellular, home, and work)
- c. Terminations with last day worked occurring in the prior pay period.

The District will also transmit this information to the Union for new hires, within ten (10) days of hire.

#### **Section 8** (Union orientation)

The Union may, with prior approval from the newly hired employee's supervisor, arrange a mutually agreeable time to complete a minimum of 30-minute Union orientation. The Union orientation, if done during regularly scheduled hours of the employee, will be on paid time.

#### **Section 9**

The District agrees to deduct monthly membership dues from the pay of those individuals who request deductions in writing. Dues deductions shall be certified to the District by the treasurer of the Union, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the treasurer of the Union.

#### **Section 10**

Upon request and approval, the Union shall be allowed the use of District meeting rooms for meetings when such meeting rooms are available and the meeting would not interfere with the business of the District.

#### **Section 11**

The District agrees to inform all new bargaining unit employees during onboarding of the Union's exclusive representation status and shall provide all employees with a copy of the Agreement.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

The District, in order to operate its business, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities and departments; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, lay off, transfer and recall the work force; to assign work and change, combine, create or remove job classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.

Any of the District's rights, powers, authority and functions held prior to the negotiation of this Agreement are retained by the District and the expressed provisions of this Agreement constitute the only limitations on the District's right to manage its business. The District not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

All other traditional rights of management are also expressly reserved to the District and the express provisions of this Agreement constitute the only limitations upon the District's right to manage its business.

## **ARTICLE 4 – NON-DISCRIMINATION**

### **Section 1**

The District and the Union agree not to discriminate against any employee because of race, color, sex, gender identity, age, national origin, marital status, religion, disability, sexual orientation, union membership or non-membership, or any other basis protected by Oregon or federal law.

### **Section 2**

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

### **Section 3**

#### **Preferred Name: General Use**

The District will make good faith efforts to use an employee's preferred name in circumstances where name usage is discretionary and where District systems allow for such changes without affecting legal, administrative, or reporting requirements.

#### **1. System and Legal Limitations**

The District may use a preferred name in District managed computer programs only when the system includes a discretionary field that can be modified without altering required legal information. The District will continue to use an employee's legal name in all contexts where the name is not discretionary, including but not limited to:

- Forms or documents generated outside the District;
- State or federal reporting requirements;
- Tax, payroll, retirement, and PERS related documents;
- Any document or record that must reflect the employee's legal name as established through the legal name change process.

2. Employee Responsibility

Employees are responsible for notifying Human Resources in writing of their preferred name for discretionary use. Employees are also responsible for notifying Human Resources when they legally change their name and providing appropriate documentation.

3. No Basis for Grievance

The parties agree that this Section is not subject to the grievance and arbitration procedure. Inadvertent use of a legal name, system limitations, or any circumstance in which a preferred name cannot be used shall not constitute discrimination, harassment, or a violation of this Agreement.

## **ARTICLE 5 – PROBATIONARY EMPLOYEES**

### **Section 1**

Every new employee shall serve a probationary period of twelve (12) months unless modified by mutual written agreement which could include advancing a probationary employee to non-probationary status prior to the twelve (12) month anniversary with written approval by the Director or designee. New hire probationary employees shall not have access to the grievance process for discipline or discharge, but do have access to the grievance process for other contract disputes.

### **Section 2**

Newly classified employees who are promoted shall serve a probationary period of six (6) months unless modified by mutual written agreement, which could include advancing a probationary employee to non-probationary status prior to the six (6) month anniversary with written approval by the Director or designee. Annual wage increases for newly promoted employees will be effective on the anniversary date of the most recent promotion date.

### **Section 3**

Each employee shall be assessed at least twice during their probationary period; at six (6) months and twelve (12) months, unless modified by mutual agreement between the employee and their supervisor, or upon written approval by the Director, the District may, at its sole discretion, conclude the probationary period early. If an employee's performance is not satisfactory, they shall be provided written notice of performance deficiencies which may include a documented performance improvement plan, documented warning notice, or similar, and shall be provided an opportunity to improve. An employee shall advance to the next step of their pay range upon satisfactory completion of their probationary period and has not received an unsatisfactory performance assessment. (Please see Article 8, Section 3(b) for timelines.)

### **Section 4**

Any employee terminated during their probationary period shall be provided the reason or reasons for termination.

### **Section 5 – (Return Rights During Promotional Probation)**

#### **Return to Prior or Similar Position**

A promotional probationary employee who does not successfully complete their promotional probation for performance-related reasons may be returned to a lower classification, if management determines that the employee is likely to be successful in that lower classification.

## **Section 6 Non-Completion of Promotional Probation**

This Section applies only to performance-based non-completion of promotional probation. It does not apply to misconduct or other non-performance-related reasons for removal from a promotional position. An employee returned to a lower classification under this Section may displace the employee who was assigned to that lower classification position. Such displacement shall not be considered a violation of this Agreement and shall not be subject to grievance or arbitration. The displaced employee will be subject to the layoff and recall provisions of Article 14, Section 2, unless an equivalent position is available.

An employee who is promoted during a new hire probationary period and later returns to their original position will not start a new probationary period. Instead, they are required to complete the remaining balance of the original probationary period associated with that position.

## **ARTICLE 6 – DISCIPLINE AND DISCHARGE**

### **Section 1**

The principles of progressive discipline shall be used except when the nature of the problem disrupts core operations of the District and/or criminal activity has occurred. A non-probationary employee shall not be disciplined or discharged without cause. Probationary employees shall not be covered by this Article.

### **Section 2**

Discipline shall consist of one of the following:

- Verbal warning, which may be reduced to writing
- Written reprimand
- Suspension
- Discharge

The employer recognizes “Weingarten Rights” and will notify employees for investigatory meetings, and the employee may request Union representation. The employee will be provided reasonable time to secure a steward or other Union representation for the meeting.

### **Section 3**

Disciplinary action shall be conducted in a manner that affords the employee the most protection possible from embarrassment before other employees and the public.

### **Section 4**

When the District intends to take disciplinary action involving a written reprimand the District shall notify the employee and the Union in advance of the meeting between the non-probationary employee and the supervisor or person having authority to impose the proposed disciplinary action.

### **Section 5**

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

## **Section 6 (Progressive Discipline Step Advancement)**

While the District generally follows a progressive sequence in alignment with principles of just cause, the parties recognize that not all situations are alike. The District retains the discretion to repeat, combine, accelerate, or skip disciplinary steps based on the nature, severity, or frequency of the performance or conduct issue, or when circumstances warrant a more serious response.

### **Factors Considered**

In determining the appropriate level of discipline, the District may consider:

- a) The seriousness of the conduct or performance issue;
- b) The employee's prior disciplinary record;
- c) Whether the conduct poses safety, legal, or operational risks; or
- d) Whether prior corrective efforts have been effective.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

### **Section 1**

The District will promptly consider and respond to employee grievances relating to the provisions of this contract. Furthermore, the District prefers to correct the causes of grievances informally and encourages both supervisors and employees to resolve problems as they arise.

An employee, at their discretion, may elect to be represented by the Union at any step of the grievance procedure.

### **Section 2 - Grievance Procedure**

The following steps are required when submitting and processing a formal grievance.

#### **Step 1.**

The aggrieved employee or group of employees' grievance shall be submitted in writing, documenting the alleged violation along with the contract Article and Section the District has allegedly violated. The grievance document must be signed and dated by the aggrieved employee or group of employees, and presented by the aggrieved party or Steward to the immediate supervisor within:

- a) Twenty-one (21) calendar days from the alleged violation (excluding the day of the occurrence), or
- b) Twenty-one (21) calendar days from the date, the employee becomes aware of the alleged violation (excluding the day the employee became aware of the occurrence).

The immediate supervisor shall give their written reply within twenty-one (21) calendar days from the date the employee or group of employees submit the grievance (excluding the date of presentation).

#### **Step 2.**

If the grievance is not fully settled in Step 1, it shall, in detail, be submitted in writing, documenting the alleged violation along with the contract Article and Section the District has allegedly violated. The grievance document will be signed and dated by the aggrieved employee or group of employees, and presented by the aggrieved party or Steward to the Director within twenty-one (21) calendar days following the immediate supervisor's initial written response (excluding the date of presentation).

The Director shall respond in writing to the grievance within twenty-one (21) calendar days from the date of receiving the written grievance (excluding the date of presentation).

Step 3.

If the grievance is not settled at Step 2, the written grievance shall, in detail, be presented by the aggrieved party, along with all pertinent correspondence, records and information, to the District's Board of Directors at the Board's next regularly scheduled monthly meeting. Either the Board or the Union may request a separate meeting within twenty-one (21) calendar days from the presentation of the written grievance to the Board. The Board, Union representatives, aggrieved employee or group of employees, the immediate supervisor, the HR Manager, and the Director shall be permitted at the meeting. A representative from AFSCME and a union steward shall be allowed to take part in the meeting before the Board and will be allowed to make comments and recommendations to the Board.

The Board shall reply to the written grievance in writing within forty-five (45) calendar days after:

- a) the date the written grievance was presented to the Board, or
- b) within forty-five (45) calendar days following the date of the requested, separate meeting.

Step 4.

If the grievance is not settled at Step 3 and the Union decides to move the grievance to arbitration, the Union shall, within twenty-one (21) calendar days from the date the Board issued its decision in Step 3, request a list of seven (7) arbitrators from the Oregon ERB. The party initiating Arbitration shall strike the first name, then the parties shall alternate strikes until one name remains. The parties may also mutually agree, in writing, to the selection of the arbitrator.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the District.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party shall pay the arbitrator's fees and expenses.

**Section 3 - Time Limits**

If the grievance procedures established by this Section are not initiated within the time limits, the grievance shall be deemed waived.

**Section 4 - District Liability**

If the District fails to meet or answer any grievance within the time prescribed for such action, the grievance shall automatically advance to the next step.

**Section 5 - Extension of Time Limits**

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. Mutual consent must be indicated in writing and signed by all parties involved.

### **Section 6 - Performance Evaluation**

Performance evaluations are not subject to the grievance procedure.

### **Section 7 - Prohibited Practices**

No employee can be disciplined or discriminated against in any way because of the employee's use of the grievance procedure.

### **Section 8**

Verbal warnings shall be confined to Step 2 of the grievance procedure. Written reprimands shall be confined to Step 3 of the grievance procedure.

## **ARTICLE 8 – SALARY ADMINISTRATION**

### **Section 1**

Pay for employees in the bargaining unit shall be in accordance with the District Salary Schedule attached as Appendix C.

### **Section 2**

All employees shall be paid regularly on the last working weekday of the month.

### **Section 3 – Annual Pay Increase**

- a) Employees shall be eligible for annual step increases provided the employee is not at the top step of the salary range of their classification.
- b) Employees shall receive a performance assessment at least annually by the employee's most recent anniversary date. The employee's performance assessment date is based on the following timeline:
  - i. If hired on the 23<sup>rd</sup> of the month through the 7<sup>th</sup> of the following month, the performance assessment will be completed by the 23<sup>rd</sup> of the first month with the annual merit increase retroactive to the 23<sup>rd</sup> of that month.
  - ii. If hired on the 8<sup>th</sup> through the 22<sup>nd</sup> of the month, the performance assessment will be completed by the end of that month with the annual merit increase effective on the 23<sup>rd</sup> of that month in accordance with current pay date schedules.

Annual step increases are performance related, and shall not be withheld unless an employee's performance is deemed unsatisfactory. Employees will receive their annual step increase automatically if the employee's performance assessment is not completed timely as noted above.

### **Section 4 – Longevity Pay**

Regular, full-time employees who have continuously worked for the District will receive an additional seventy-five dollars (\$75.00) per month in longevity pay after five (5) years of continuous service. This will increase by twenty-five dollars (\$25.00) every five (5) years of continuous service worked up to a maximum of twenty (20) years or two hundred twenty-five dollars (\$225) per month. Regular, part-time employees (half time or more) shall receive

pro-rated longevity pay according to the percentage of their full-time equivalency (FTE). Longevity pay is effective on the employee's eligible anniversary date of service. Regular employees (full or part-time) laid off for less than eighteen (18) months will not be at risk of losing the continuous service requirement for this benefit.

#### **Section 5**

Employees who are fluent in Spanish, American Sign Language (ASL), or another second language as needed and as determined by the District, will receive a bilingual pay differential equal to six percent (6%) of their base salary, when the District determines that the employees' classification and/or scope of work warrants the differential pay. Employees receiving a bilingual pay differential are expected to utilize their second language in their scope of work for the benefit of the District. Employees will be considered fluent in this second language if they meet the reasonable standards for fluency established by the District. The District will not be obligated to pay for any training, education, or other expenses for an employee to become fluent. Employees who are fluent in more than one (1) language shall only receive one (1) six percent (6%) pay differential.

#### **Section 6**

The District expressly reserves the right to adjust the salary schedule upward in order to recruit and retain employees. Prior to adjusting the salary schedule, the Union shall be notified in writing and provided an opportunity to confer.

### **ARTICLE 9 – ON CALL AND CALL BACK TIME**

**On-Call:** Is defined in this Agreement as time an employee must be accessible by phone, text, or similar contact outside of regularly scheduled working hours. The employee must be able to respond within a timeframe determined by the supervisor. When on-call, employees are compensated for two (2) hours per day at the employee's current hourly pay rate. The employee must be able to report to work status within two (2) hours of the supervisor's contact made within regular operating hours at the employee's assigned location, or if approved, remotely for teleworking.

Any telework performed while an employee is on call will be compensated in accordance with the requirements of the Fair Labor Standards Act (FLSA) and applicable state wage and hour laws. Only actual hours worked while performing authorized telework duties will be counted as compensable time.

**Call Back:** Is defined in this Agreement as being called back to work after completing a scheduled shift and leaving the worksite, either in person or remotely.

Affected employees will be compensated in accordance with the FLSA, and receive no less than two (2) hours of compensation for being called back to work.

The supervisor or designee will honor the employee's request for either comp time or pay as the preferred method of compensation under this Article. Call back pay applies only when physically reporting to work or performing approved telework duties as detailed above.

**Expectations:** Employees must remain fit for duty, reachable, and able to respond within the designated response time.

### **ARTICLE 10 – HOURS OF WORK**

#### **Section 1**

The workweek begins at 12:00 AM on Saturday and ends at 11:59 PM on Friday.

## **Section 2**

- a) A regular full-time work schedule consists of five (5) consecutive eight (8) hour shifts, with two (2) consecutive days off.
- b) A regular part-time work schedule consists of a schedule from twenty (20) hours to thirty-nine (39) hours per week, with a minimum of two (2) consecutive days off.
- c) An employee may request a flexible and/or alternative work schedule, either days worked and/or number of hours worked in a day, and may vary on a weekly basis with prior approval from the supervisor, subject to state and federal requirements. Not all employee requests for alternative work schedules may be granted, but all possible considerations will be made to accommodate employee requests.
- d) Work schedules shall be determined by the supervisor or designee and subject to approval by the Director or designee.
- e) Hours of work remain subject to operational needs of the District.

## **Section 3**

Regular work schedules will not be changed with less than twenty-eight (28) calendar days' advance notice to the employee, unless the operating needs of the District otherwise require or the employee voluntarily agrees to an earlier effective date.

When establishing regular schedules, the supervisor or designee shall give due consideration to the desires of the employee, while weighing the work requirements of the District.

## **Section 4**

Each employee shall be granted two (2) uninterrupted paid rest breaks of fifteen (15) minutes for each eight (8) hour shift. The rest breaks shall be scheduled as near the midpoint of the pre-meal and post meal work periods as possible. Any shift shorter or longer than eight (8) hours will exactly follow the BOLI regulations for breaks and meals. The employee's timesheet attestation of hours worked indicates that the employee has taken their required rest break(s).

## **Section 5**

All employees shall be granted an unpaid meal break free from all work responsibilities during their work shifts of six (6) to ten (10) hours. Meal breaks shall be no less than thirty (30) minutes and shall be scheduled as near to the middle of the work shift as possible. The employee's timesheet attestation of hours worked indicates that the employee has taken their required meal break(s).

## **Section 6**

The District may adjust schedules or locations during extreme weather, wildfire smoke, natural disasters, environmental safety considerations, and/or emergencies that impact the public safety or facility security.

## **ARTICLE 11 – OVERTIME AND COMPENSATORY TIME**

### **Section 1**

Unless specifically exempted, employees will receive overtime pay for time worked in excess of forty (40) hours in a workweek at a rate not less than time and one-half (1.5) their regular rates of pay. Hours worked shall include holidays, vacation, and compensatory hours that are authorized and scheduled in advance in accordance with District policy.

### **Section 2**

By mutual agreement, non-exempt employees may receive compensatory time off (comp time), at a rate of not less than one and one-half (1.5) hours for each overtime hour (1) worked, instead of cash overtime pay in accordance with Section 1. Compensatory time accrual shall not exceed eighty (80) hours. Compensatory time beyond eighty (80) hours accrual will be paid time.

### **Section 3**

Overtime shall be approved by an employee's supervisor in advance of time worked. Exceptions may be made for documented work emergencies.

### **Section 4**

Subject to operational needs, the District shall attempt to offer extra hours or overtime opportunities as equally as possible among qualified employees in the department where additional work is needed.

## **ARTICLE 12 – WORK-OUT-OF-CLASS**

### **Section 1 – Work-Out-Of-Class**

The District will compensate an employee, assigned in writing to temporarily assume major distinguishing duties of a position in a higher classification, a ten percent (10%) differential where such an agreement is for ten (10) consecutive days or more. The differential shall begin on the first day of the assignment.

### **Section 2 – Reclassification**

If an employee believes they are working significantly outside their classification, they may request that their job be reviewed for a reclassification. Requests for reclassification review must be made through the employee's supervisor in coordination with Human Resources, and are limited to one per employee per calendar year, provided there is no significant change in job duties. In the event a reclassification is approved by the Director, the reclassification will be retroactive to the first of the month following the day the reclassification request was presented to the supervisor.

## **ARTICLE 13 – VACANCIES**

### **Section 1**

Vacancies of Union represented positions shall be posted for internal interest for no fewer than seven (7) calendar days with the following exception: positions may be posted for fewer than seven (7) days when the District determines that there is a pressing need to fill the vacancy.

## **Section 2**

The decision to hire, transfer, assign and promote employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record. In recognition of seniority and/or current employment, the senior and/or current employee shall have preference if all the foregoing qualifications are equal in the sole judgment of the District.

## **Section 3**

Employees who apply for a position opening within the District shall be granted an interview provided they have satisfactory performance in their present position and meet the minimum job qualifications.

## **Section 4**

Employees who apply for a position and do not receive it, shall be given the reason for their non-selection should the employee request a reason.

## **Section 5 - Internal Recruitment & Selection for Represented Positions**

- a) When the District elects to solely internally recruit for an open represented position, employees seeking the available position within their same job description and current job classification shall not be required to complete a formal application or interview process if the recruitment will result in a change in the work schedule, FTE status, or primary work location. Interested employees will need to complete an internal interest questionnaire to ensure all interested employees have been given the same opportunity for consideration.
- b) The following considerations will be taken into account:
  - Seniority in the position open for internal recruitment
  - Knowledge, skills, and abilities that most closely align with the available position
  - Needs of the department or branch with the internal opening.
- c) To qualify for consideration under this Section, employees must be in good standing and not currently subject to a formal disciplinary action plan.

## **Management Rights / District Discretion**

The District retains the sole and exclusive right to determine:

- a) Whether a vacancy will be filled,
- b) The method of recruitment, and
- c) Whether to limit consideration to internal candidates or open the position to external applicants.

## **Section 6**

The District will notify the Union if it intends to eliminate a represented position or leave a representation position unfilled.

## **ARTICLE 14 – ASSIGNMENT OF PERSONNEL**

### **Section 1**

- a) The decision to hire, transfer, assign, promote and layoff employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record. Assignment of personnel shall be determined through a neutral and transparent selection process.
- b) In recognition of seniority, the senior employee shall have preference if all the foregoing factors are equal in the sole judgment of the District. Affected employees shall be notified of layoff at least forty-five (45) days in advance of the layoff unless District operating needs dictate less notice.

### **Section 2 – Layoff and Recall**

- a) **Layoff Authority and Placement**  
The District retains the sole discretion to determine when a layoff is necessary, the scope of any layoff, and the positions or classifications affected. The District shall make every effort to transfer laid off employees into any vacant position for which they are qualified.
- b) **Notice**  
The District will provide affected employees with written notice of layoff within forty-five (45) days unless District operating needs dictate less notice.
- c) **Recall Consideration**  
When the District determines that a vacancy should be filled following a layoff, the District will give consideration to qualified employees who were laid off within the previous eighteen (18) months. Nothing in this Section requires the District to fill a vacancy or restricts the District's discretion to restructure, reorganize, or leave positions unfilled.
- d) **Qualifications and Selection**  
Recall decisions will be based on the District's assessment of the employee's qualifications, skills, and ability to perform the available work. Seniority will also be considered as a factor but shall not be the sole determining factor.
- e) **Declining Recall**  
An employee who declines an offer of recall to a position for which they are qualified will be deemed to have waived further recall consideration.
- f) **No Grievance**  
In accordance with the District's sole discretion under Section 2 of this Article, decisions regarding the necessity of layoffs, the positions affected, and recall selections are not subject to the grievance and arbitration procedure.

## **ARTICLE 15 – PERFORMANCE ASSESSMENTS**

### **Section 1**

Each employee shall receive a performance assessment prepared by their supervisor or designee at least annually according to the timelines in Article 8, Section 3 (B) of this Agreement. Performance assessments are intended to review workplace performance and identify areas for professional growth. The rater shall discuss the performance assessment with the employee. The employee shall have the opportunity to add their comments to the performance assessment. The employee shall sign the performance assessment and the signature

acknowledgment shall only indicate that the employee has read and received the performance assessment. A copy of the completed performance assessment shall be provided to the employee at that time.

## **Section 2**

Position description and salary information shall be provided to the employee upon hire and shall be posted on the Intranet, with electronic notification to staff upon revision.

## **ARTICLE 16 – LONGEVITY AND LENGTH OF SERVICE**

### **Section 1**

Longevity and length of service is determined by the length of an employee's continuous regular full-time or regular part-time service (regular part-time is any position assigned a regular schedule equal to half or more of the regularly scheduled full-time hours) with the District.

### **Section 2**

Longevity and length of service shall terminate in the event of the following:

- a) Voluntary termination for greater than three (3) months except under special circumstances to be determined by the District.
- b) Discharge for cause.
- c) A layoff period of greater than eighteen (18) months.
- d) Failure to report to work as expected following an extended leave of absence.
- e) Acceptance of employment with another employer while on leave of absence.
- f) Retirement.

### **Section 3**

Seniority and length of service shall be maintained as legally required during any period of protected leave under PLO, OFLA, FMLA, and shall be maintained and continue to accrue as required under applicable military leave laws.

## **ARTICLE 17 – HOLIDAYS**

### **Section 1**

The following shall be recognized as paid holidays:

|                            |                                 |
|----------------------------|---------------------------------|
| New Year's Day (January 1) | Labor Day                       |
| MLK Day                    | Thanksgiving Day                |
| President's Day            | Day After Thanksgiving          |
| Memorial Day               | Christmas Eve Day (December 24) |
| Juneteenth (June 19)       | Christmas Day (December 25)     |
| Independence Day (July 4)  |                                 |

Holidays shall be observed on the holiday identified. When Christmas Day falls on a Sunday, then Monday will be a closed, non-paid day. Employees who are eligible for holiday pay and not scheduled to work on the holiday shall take an equivalent amount of holiday leave within sixty (60) days following the holiday. Holidays that occur during paid time management shall not be charged against time management. Employees must work their regularly assigned workday before and after the holiday or be on approved leave of absence with pay.

## **Section 2**

Regular, full-time employees shall be compensated at the straight time rate equivalent for each recognized holiday, depending on the number of hours they are regularly scheduled to work for the day. All regular, part-time employees (half time or more) shall be compensated at the straight time rate for each recognized holiday, depending on the number of hours they are regularly scheduled to work for the day.

Employees with recognized holidays falling on their regular day(s) off shall be compensated at the straight time rate. Paid holidays shall be scheduled on the date requested by the employee, subject to approval by the supervisor and within the sixty (60)-day utilization window.

## **Section 3**

Work performed by non-exempt employees on holidays that fall within their regular work schedule shall be considered as overtime. Non-exempt employees who work on such holidays will be granted either time off or compensated at the supplemental rate equal to time-and-one-half for the hours worked. Employees required to work on New Year's Day, Thanksgiving Day, and/or Christmas Day will be compensated at the supplemental rate equal to double time in addition to their regular rate of pay. Paid holidays shall be scheduled on the date requested by the employee, subject to approval by the supervisor, or designee and within the sixty (60)-day utilization window.

The District shall solicit volunteers for holiday staffing and will assign qualified employees before assigning non-volunteer employees to work.

# **ARTICLE 18 – TIME MANAGEMENT**

The specific application of this section will be governed by the Time Management Program. (Appendix B of this Agreement.)

## **Section 1 - Eligibility**

Regular full-time and regular part-time employees can use their eligible time management after it is accrued. Time management for regular part-time employees shall be prorated according to the full-time equivalency designation of the position.

## **Section 2 - Time Management Accrual**

Time Management shall accrue when an employee is in a paid status with the District, but not while on leave without pay. No employee can be granted leave without pay until after all eligible paid leave is exhausted.

## **Section 3 – Paid Leave Oregon Supplemental Leave**

Employees may elect to use accrued time management leave to supplement Paid Leave Oregon (PLO) benefits, only up to their regular rate of pay.

## **Section 4 - Payment upon Separation**

An employee who terminates their employment is entitled to time management payout in lieu of leave subject to the requirements set forth in Appendix B of this Agreement. In the event of the employee's death, compensation for accrued time management will be paid to the employee's beneficiary on file with the District.

## **Section 5 - Time Management Scheduling**

The supervisor or designee will develop staffing schedules that incorporate employee requests for time management, subject to operational needs. Employees are expected to take time management at the time it is scheduled, provided they have sufficient accrued hours. Scheduled time management may be amended or denied when necessary to meet an unforeseen and sudden operational need, or when the employee's accrual balance is insufficient to cover the requested absence. Employees are encouraged to submit time off as early as practicable, with the understanding that requests may be reviewed and considered for approval closer to the planned absence date.

Whenever possible, and when time off has not already been approved, length of service shall prevail where there is a conflict between two (2) or more employees requesting the same time off for vacation purposes.

## **Section 6 - Mandatory Leave**

All regular full and part-time employees must be allowed to take off five (5) days consecutively annually if accrued.

## **Section 7 – Time Management Sick Notification**

When an employee is unable to perform their job duties because of illness or injury, the employee shall notify their immediate supervisor or designee as soon as possible prior to the beginning of their shift by either text or phone. If the immediate supervisor/manager or designee does not acknowledge the notification within a timely manner (within fifteen (15) minutes before beginning of scheduled shift), the employee shall proceed to the next level supervisor/manager or designee. Leaving a message at this contact number shall constitute sufficient notice.

## **Section 8 – Medical Verification**

The District may request medical verification consistent with Oregon Sick Leave law, Paid Leave Oregon, and applicable federal and state regulations. Verification shall not be required for absences of less than three (3) consecutive scheduled workdays unless permitted by law.

## **Section 9 – Initial Time Management Leave Allotment**

### **Usage**

Employees may use up to one (1) work-week equivalent of this initial Time Management leave allotment prior to becoming eligible to accrue additional Time Management leave under this Section. This front-loaded leave shall be prorated by FTE, and available for the same purposes and under the same notification requirements applicable to Time Management leave for District staff.

### **Future Accrual Offset**

The one (1) work-week equivalent of front-loaded Time Management leave shall be offset against the employee's future Time Management leave accruals. During the offset period, employees shall retain access to any remaining portion of their monthly accrual.

### **No Additional Entitlement**

The front-loaded Time Management leave provided under this Section constitutes an advance on future accruals and does not create an additional or separate entitlement beyond the standard Time Management Leave accruals schedule.

## **ARTICLE 19 – TYPES OF LEAVE**

### **Section 1 - Jury Duty**

Full-time and part-time employees shall be granted leave with full pay, computed based on their regular schedule and rate of pay, any time they are required by summons or subpoena to report for jury duty or jury service. Any jury duty pay earned while on District working time, other than transportation reimbursement, shall be endorsed to the District.

### **Section 2 - Time Management While on Leave**

Paid leave shall continue to accrue for those employees who are on leave with pay. Leave accrual and leave approval shall be calculated on an hourly basis. Deductions shall not be made from leave accruals for regularly scheduled days off, or for District holidays occurring during a period of leave with pay, if the employee returns to work on the first day thereafter or has been granted additional leave.

### **Section 3 - FMLA/OFLA/PLO**

Eligible employees may take Paid Leave Oregon for qualifying reasons under ORS 657B.

Paid Leave Oregon shall run concurrently with other protected leaves where legally permitted.

Employees shall be entitled to family medical and parental leave in accordance with the federal Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) medical leave laws.

### **Section 4 - Military Leave**

An employee, who is a member of the National Guard or the reserve of any branch of the U.S. Military or the United States Public Health Services, is entitled to military leave not to exceed fifteen (15) calendar days per training year in accordance with state and federal law.

### **Section 5 - Sabbatical/Education**

After completing one (1) year of continuous service, a regular full-time employee, upon written request, may be granted a leave of absence without pay by the Director (with departmental approval) for the purpose of upgrading his/her professional ability through enrollment in educational courses 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 Director.

### **Section 6 - Professional Development**

Employees may be granted time off with pay for educational purposes to attend conferences, seminars, briefing sessions, training programs and other programs of a similar nature required or pre-approved by the District.

### **Section 7 - Court Appearance**

Employees who are required to appear on the District's behalf connected with their official job duties before a court, legislative committee, judicial or quasi-judicial body as a witness are on paid work time and will be compensated accordingly. Employees shall return any compensation, excluding mileage, received because of such duty to the District.

### **Section 8 - Paid Leave-Closed Location**

Special paid leave may be granted to affected employees when an assigned work location is closed due to weather emergencies, natural disasters, facility maintenance, or other emergency situations, and when the District deems an alternate work location or remote work options are not available. Special paid leave is granted at the discretion of the Director or designee to address closures of short duration. Such leave will not adversely affect an employee's earned leave. Employees with previously approved time management are ineligible to receive special paid leave for the hour(s) or day(s) the work location is closed due to any of the aforementioned special circumstances.

### **Section 9 - Compassionate Leave**

In the event of a death of an immediate family member, a full-time employee may use up to forty (40) hours paid leave per occurrence, with part-time employees receiving time prorated by their scheduled FTE. Compassionate leave benefits run concurrently with bereavement leave as set forth under the OFLA. For purposes of this benefit, an immediate family member means the spouse, registered domestic partner, significant other residing in the household, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, parent of registered domestic partner, grandparent, grandchild, sister or brother of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster, or stepchild of an employee or the child of an employee's registered domestic partner, and any individual related by blood or affinity whose close association with an eligible employee is the equivalent of a family relationship.

Compassionate leave benefits will also be granted for up to four (4) hours when an employee serves as a pallbearer, or in some other way participates in a funeral/memorial ceremony.

### **Section 10 - Leave of Absence**

The director or designee may grant a leave of absence without pay not to exceed thirty (30) calendar days. Leaves of absence without pay may not be granted until all accrued leave has been exhausted. Upon request by the employee, the director or designee will provide the employee a written response generally explaining the rationale for the denial. This section does not include legally protected leave entitlements or reasonable accommodation considerations under federal and State of Oregon disability laws.

## **ARTICLE 20 – INSURANCE AND OTHER BENEFITS**

### **Section 1**

Insurance\* is to include the following:

- a) Health insurance
- b) Vision Insurance
- c) Dental Insurance (including Orthodontia)
- d) Prescription Drug Insurance
- e) Employee Life Insurance
- f) Dependent Life Insurance
- g) Long Term Disability Insurance
- h) Admin Fee for self-insurance not to exceed \$7.00 per person per month.

The District shall contribute ninety-one percent (91%) of the total premium costs for health, vision, dental and prescription drug insurance for eligible and participating full-time employees. The District shall contribute a percentage of the total premium costs for health, vision, dental, and prescription drug insurance for eligible and participating part-time employees using a pro-rated calculation of the ninety-one percent (91%) employer contribution prorated by the part-time employee's assigned FTE.

## **Section 2**

Other insurance is to include the following:

- \* Unemployment Insurance
- \* Retiree Health Insurance (as noted in Section 4)

## **Section 3**

The District will make available to bargaining unit employees a qualified IRS 125 plan.

## **Section 4**

The District will provide health insurance benefits at the same level and under the same conditions as a regular full-time employee to retired District employees collecting PERS who have worked for the District for thirty (30) years or more on a full-time basis. This benefit will be provided within the three years prior to when the employee reaches the age of sixty-five (65), or until eligible for Medicare.

Employees who retire from the District with more than fifteen (15) years and less than thirty (30) years of full-time service are eligible to receive a District contribution towards their monthly health insurance premiums in accordance with the following schedule within the three years prior to when the employee reaches the age of sixty-five (65) or until eligible for Medicare:

| Years of Service | District Contribution |
|------------------|-----------------------|
| 0-14             | -0-                   |
| 15-19            | \$ 150.00             |
| 20-24            | \$ 200.00             |
| 25-29            | \$ 250.00             |

## **Section 5**

Workers' Compensation benefits will be paid at the rate mandated by Oregon state law.

## **Section 6**

The Employee Benefits Advisory Committee (EBAC), including three (3) AFSCME representatives or other mutually agreed upon equal number to management representatives, shall meet at least three (3) times per year for the purpose of reviewing program performance and advising the Director on desired changes in Insurance Benefits. By agreement of all committee members, e-mail communication may substitute for one (1) of these meetings. The committee shall meet and review any proposed changes to the insurance benefits noted in Section 1 above before a change occurs.

Health benefits and other insurance will be provided to AFSCME represented employees under the same terms and conditions as provided to non-represented employees. Coverage may be adjusted or modified by the District upon the recommendation of the Employee Benefits Advisory Committee.

## **Section 7**

The District shall maintain group health insurance during PLO leave as required by ORS 657B, but employees must continue paying their premium cost share.

## **ARTICLE 21 – RETIREMENT**

The District shall participate in the Public Employees Retirement System (PERS) or its equivalent.

After the employee has completed their six full months' employment period and holds a position requiring that the employee work in excess of six hundred (600) hours per year, the District shall make contributions to PERS in accordance with levels established for the employee's position.

In the event that state law provides for other alternatives, all bargaining unit employees will be afforded the same options available to non-represented employees.

The District shall also provide a Deferred Compensation Plan in compliance with IRC 457. The plan will be available to all AFSCME bargaining unit employees.

Upon retirement from PERS, employees will be able to cash out up to two (2) years of Time Management Leave.

## **ARTICLE 22 – TRAVEL EXPENSES**

### **Authorized Expenses for Training and Travel**

These guidelines establish the eligibility for reimbursement and the payment of expenses incurred by District employees during travel directly related to District business. The rules provide for either the reimbursement of or advanced payment of travel expenses. All expenditures, however, must be within the District's established budget and for purposes approved in the budget.

### **General Guidelines**

- District employees should exercise good judgment, show regard for economy, and recognize the proper use of public monies while traveling or incurring expenses in connection with District business.
- Carpooling and planning departure and arrival dates prudently to reduce airfare and related travel costs are examples of how to minimize cost.
- District employees are expected to be frugal when selecting accommodations whenever possible.
- Any expense for which an employee requests reimbursement should directly and clearly relate to District business. In the event of an audit subsequent to the reimbursement, there should be no question that such expenditures were necessary to conduct business on behalf of the District.
- Expenses to be paid or reimbursed by the District may include transportation to and from a destination, lodging, meals, local transportation at a destination if required, parking fees, supplies, and necessary incidental expenses required to transact District business, such as telephone calls, postage, etc. With the exception of mileage and meals as outlined below, receipts must be submitted for all reimbursement requests.
- If the work-related travel is cancelled due to event or conference cancellation or an Act of God, any incurred costs that are not refundable will be reimbursed by the District. Airline travel points or vouchers for canceled flights, along with hotel or other accommodation vouchers or credits, in lieu of a cash refund are considered a refund when reservations are purchased by personal credit card.

- In general, combining personal travel with District business travel is not encouraged. The District will only reimburse baggage and luggage fees incurred for the portions of the trip related to District business. If staff combine business and personal travel and substitute non-refundable airfares for fully refundable airfares, the staff member may be responsible for all costs if the District business travel is cancelled.

#### **Assigned Class, Conference, Workshop, or Professional Activity**

Employees required to attend a conference, workshop, or professional activity will be granted release time and be reimbursed for membership, registration, transportation, meals, lodging, and associated expenses as described below. Training or meeting time required by the District will be paid as hours worked, in accordance with OAR 839-020-0044 and other applicable laws.

A subsistence allowance is paid to District employees who are away from the District on official District business. This reimbursement is calculated when the employee returns actual receipts for lodging and other necessary expenses. No reimbursement for alcohol is allowed. Employees are expected to be frugal in making such expenditures. Expenditures considered unnecessarily indulgent may be denied reimbursement.

The following procedures will be used to reimburse District employees for travel and related expenses:

1. When travel is necessary, employees are encouraged to use their personal credit cards and/or cash and request reimbursement for authorized expenditures.
2. Cash advances from the District will not be authorized unless checks are issued for travel purposes or to a specific vendor, such as a hotel or conference authority for registration purposes.
3. When requesting reimbursement for travel (mileage, meals, lodging, parking, etc.) and other miscellaneous expenses, a travel expense sheet must be completed, signed, and accompanied by original expense receipts. If the travel expense sheet is not completed properly, it will be returned to the employee.
4. Per Diem Meal Allowance - The following guidelines will be applied under a per diem meal allowance:
  - a. Applies for travel-related meals only.
  - b. Based on US General Services Administration meal and incidental expense (M&IE) per diem rates for the applicable locality (reference link here: [Per Diem Rates | GSA](#)).
  - c. Seventy-five percent (75%) per diem on first and last day of travel.
  - d. Full per diem on all other days.
  - e. If a trip includes meals that are already paid by the District, such as through a registration fee for a conference, those meals will need to be deducted from the per diem meal reimbursement for that day.
  - f. Funds may not be used for unauthorized expenditures, such as purchase of alcohol.
5. Reimbursement follows IRS guidelines. These amounts are posted on the Financial Services website. Lodging expenses exceeding posted amounts need prior approval.
6. Reasonable exceptions will be made subject to budget guidelines and available funds. For example:
  - a. The lowest priced room at a conference exceeds the maximum lodging reimbursement.
  - b. There are circumstances that do not allow the employee to secure lodging below the maximum level.
7. When submitting reimbursement requests that require an exception, it is the employee's responsibility to provide a written explanation detailing why an exception should be granted.
8. In the event the District adjusts reimbursement allowances, such adjustments will apply to all staff.
9. Mileage reimbursement rates are adjusted annually based on the rate allowed by the IRS.

## **ARTICLE 23 – SAFETY**

### **Section 1**

The District and the Union agree to cooperate in the continuing objective to address employee safety and eliminate accidents and health hazards.

### **Section 2**

All employees are encouraged and expected to inform their supervisor of safety concerns in the workplace including health and safety issues. It is clearly understood that the District shall not retaliate against employees for reporting issues to their supervisor or Director.

### **Section 3**

The District will continue an effective risk management program following Oregon OSHA guidelines for safety committees and will review issues reported in Section 2 above. The Union will have a representative on the employee committee. Minutes from safety committee meetings shall be posted on the District's Intranet safety page.

### **Section 4: Trial Service—Safety Data Review and Technology Integration**

#### **Safety Data Review and Technology Oversight**

The parties agree that the Safety Committee shall review all available facility-related safety data on a recurring basis. This review will include, but is not limited to:

- a) **Trend Identification and Recommendations**  
Using the combined data sources, the Safety Committee will identify emerging trends, recurring risks, or areas requiring operational or structural adjustment, and will submit recommendations for corrective actions or system improvements to the Director or designee.
- b) **Incident Reporting Data**  
Integration and analysis of reports from the Incident Tracking System (or successor systems), including incident logs, near-miss reports, and other safety-related submissions.
- c) **Continuous Evaluation Process**  
The Safety Committee will include the Facilities Department, and maintain an ongoing process to evaluate the effectiveness of safety measures, and tracking systems over time, ensuring they remain aligned with current safety needs and industry best practices.

## **ARTICLE 24 – PROFESSIONAL DEVELOPMENT**

### **Section 1**

The District shall pay for the professional registration, certification, professional membership dues or licensure of all full-time professional staff required to maintain their registration, certification or licensure as a condition of employment and as required by state law.

## **Section 2**

Professional development is a shared responsibility of the employee and District. Employees who wish to attend an optional class, conference, workshop, or professional activity, shall submit a request to their supervisor for full or partial release time, as well as full or partial reimbursement for registration, transportation, meals, or lodging, not to exceed the amounts outlined in Article 22.

## **Section 3**

In the event an employee utilizes their license for any private gain and/or any non-district services, they shall reimburse the District the full amount expended for professional development on their behalf.

## **ARTICLE 25 – RIGHT TO CONTRACT**

The District expressly reserves the right to contract any and all District work and services to non-District employees. The District agrees to fulfill its obligations under the Public Employee Collective Bargaining Act (PECBA) before contracting out any work. The District agrees that it will not contract out services with the purpose to end the Union's representation status.

## **ARTICLE 26 – SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE 27 – SCOPE OF AGREEMENT**

### **Section 1**

The Agreement expressed herein in writing constitutes the entire Agreement between the parties. This Agreement shall supersede all previous oral and written agreements between the District and the employees. It is agreed that the relations between the parties shall be governed by the terms of this Agreement only, no prior agreements, understandings, past practices, existing conditions, prior benefits, oral or written, shall be controlling or in any way affect the relations between the parties, or the wages, hours and working conditions unless and until such agreement, understandings, past practices, existing conditions and/or prior agreements shall be reduced to writing and duly executed by both parties.

### **Section 2**

In the event the District intends to make a unilateral change in a mandatory subject of bargaining as determined by the Employment Relations Board, the District agrees to notify the Union and subsequently fulfill its obligation under the PECBA prior to making said change.

## **ARTICLE 28 – TERM OF THE AGREEMENT**

This Agreement shall be effective July 1, 2026, and shall remain in full force and in effect through June 30, 2030.

## **ARTICLE 29 – WAGES**

### **Section 1**

The following wage increases will take effect only if, in each year of the anticipated wage increase, Deschutes County Assessor's Summary of Assessment and Tax Roll (SATR) report shows a one and one-half percent (1.5%) increase or more for property tax revenue for the District.

On July 1, 2026, the Salary Schedule shall be amended to reflect a fixed COLA of three and one-half percent (3.5%). On July 1, 2027, July 1, 2028, and July 1, 2029, the Salary Schedule shall be amended to reflect a fixed COLA of three percent (3%).

### **Section 2**

The District may, at its discretion, deduct for overpayments occurring during the three hundred sixty-four (364)-day period immediately preceding notice to the employee which includes statutorily-required notifications regarding the deduction. Such notice will be provided at least ten (10) calendar days before the deduction and will be limited to five percent (5%) of the employee's gross wage, unless the employee requests and specifies a greater deduction.

Should the employee be separated from employment prior to the overpayment being completely repaid, the District may recoup the balance owed from the employee's final paycheck, consistent with state law. This subsection is not subject to the remaining overpayment requirements set forth below.

## **ARTICLE 30 – TELECOMMUTE**

### **Section 1 - Purpose & Scope**

There are occasions when the District considers limited telecommuting to be a viable, flexible work option when there is an essential need or the job is suited to such an arrangement. For the District's workforce, telecommuting may only be an option for specific positions and not for others. Telecommuting is not an entitlement or a District-wide benefit, and does not change the terms and conditions of employment with the District. The focus of the arrangement must remain on job performance and meeting business demands. Employees are expected to be present onsite the majority of their scheduled work hours.

### **Section 2 - Eligibility & Suitability**

Telecommuting is a limited and mutually agreed upon work arrangement where an employee and supervisor/manager agree the employee will perform the employee's assigned work duties at an alternative work location with coordination and documented approval of Human Resources.

Position Suitability: The duties of the position must be capable of being performed remotely without a reduction in service levels or security.

Employee Performance: The employee must maintain satisfactory or better performance standards and not be subject to an active disciplinary or performance improvement plan.

Equipment: The employee must have access to a secure, high-speed internet connection and a workspace free from distractions.

### **Section 3 - Telecommuting Agreement**

Employees eligible for telecommute options can arrange the following work plans with their supervisor or manager:

Recurring Minimal Telecommute (RMT) - A limited, pre-scheduled arrangement that allows an employee to perform a small portion of their duties remotely on a recurring basis. RMT may be approved only when the arrangement does not interfere with essential onsite responsibilities, operational coverage, or service requirements. RMT arrangements must be approved in advance by the employee's supervisor, manager, and Human Resources via a documented limited telecommute plan. Approval is position-dependent, limited in scope, and not guaranteed.

For Recurring Minimal Telecommute, consideration is determined by position versus personal preference and is limited to remote work within the local region. Employees approved for RMT must work their established hours as scheduled, remain fully reachable through standard communication methods during the workday, maintain the same performance, conduct, and service standards expected during onsite work, and follow a documented limited telecommute plan coordinated by the supervisor, department manager, and Human Resources.

Incidental Telecommute (IT) - Occasional remote work tied to a specific event, approved on a case-by-case basis to reduce unnecessary travel and avoid extra leave. IT is limited in frequency and must not become a regular schedule or event.

For Incidental Telecommute consideration, the employee must notify their supervisor as soon as possible in advance of the incidental need, explain the nature of the event and the time blocks to be worked remotely, the tasks to be completed, and confirm availability as well as security and safety compliance. Approval is granted on a case-by-case basis and should not become a recurring pattern.

### **Section 4 - Equipment & Liability**

District-Owned Equipment: The District may provide a laptop or other necessary hardware. This equipment remains the property of the District and must be returned upon request or separation.

Maintenance: The District is responsible for maintaining District-owned equipment; the employee is responsible for maintaining their home workspace and internet connection.

Liability: The District is not responsible for any costs associated with the remote workspace (utilities, internet, furniture, etc.) or any damage to the employee's personal property, or any injuries sustained by visitors at the remote workspace.

### **Section 5 - Safety, Privacy & Public Records**

Employees are expected to maintain their remote workspace in a safe manner, free from safety hazards. Injuries sustained by the employee at the remote worksite and in conjunction with regular work duties are normally covered by the District's workers' compensation coverage, subject to applicable law and policy. Employees must notify the District of any such injury as soon as practicable.

Work should primarily occur on secured District devices and networks inside District facilities. When telecommuting, employees must use approved security controls such as multi-factor authentication (MFA) and store records only in District systems. Customer records are confidential under Oregon law, and incident documentation must be recorded promptly in District systems.

## **Section 6 - Confidentiality & Security**

Consistent with the District's expectations for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary organization and customer information accessible from a temporary remote location. Steps include locking any public records in a safe manner [if authorized], regular password maintenance, and any other measures appropriate for the job and the environment.

## **Section 7 - Modification & Termination**

Telecommute arrangements are contingent on continued performance and operational needs and may be modified or revoked at the discretion of supervisory staff, Human Resources, or the District when business demands, service requirements, or performance concerns arise. An employee may also request to end a telecommute arrangement.

**Signed: AFSCME**

Brenda Johnson   
AFSCME Local Representative

07/06/2026  
Date

### **Contract Negotiating Team**

Jessica Bickford   
Jessica Bickford (Jul 7, 2026 10:03:16 PDT)

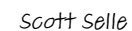
07/07/2026  
Date

Dana O'Connell 

07/07/2026  
Date

Theresa Peoples   
Theresa Peoples (Jul 7, 2026 10:27:56 PDT)

07/07/2026  
Date

Scott Selle   
Scott Selle (Jul 7, 2026 11:09:41 PDT)

07/07/2026  
Date

### **Management**

Todd Dunkelberg   
Library Director

07/07/2026  
Date

### **District Board**

Ann Malkin   
Ann Malkin (Jul 7, 2026 15:47:47 PDT)  
Library Board President

07/07/2026  
Date

## **APPENDIX "A" – WAGE AND HOUR**

**WORKWEEK:** Workweeks and work schedules shall be determined by the Director. The standard workweek is Saturday 12:00 AM through Friday 11:59 PM.

**TIMESHEETS:** (Non-exempt employees) In compliance with the Fair Labor Standards Act (FLSA) timesheets must be completed by all non-exempt employees. Timesheets must be completed before the 22<sup>nd</sup> of each month to track all hours worked and leave taken during the pay period. All timesheets require both supervisor and employee approval. The approval certifies that the document contents are accurate and true. If an employee is absent on the day that payroll is due, the timesheet is submitted to Payroll by the supervisor or designee. It is the responsibility of the employee and supervisor to apply correct payroll codes on the timesheet to distinguish between various types of work, time management, or compensatory time that the employee may be utilizing each pay period.

Exempt employees (not subject to FLSA) shall also process individual timesheets to reflect all time management utilized during the payroll period. Exempt employee timesheets are required to have supervisor approval before the payroll deadline.

**OVERTIME:** (All non-exempt employees) Unless specifically exempted, employees covered by FLSA must receive overtime pay for hours worked in excess of forty (40) in a workweek at a rate not less than time and one-half (1.5) their regular rates of pay. When possible, extra hours or overtime hours will be scheduled in advance with approval of the immediate supervisor or designee. Hours worked shall include holidays, vacation and compensatory hours. Overtime does not include sick time as hours worked.

**COMPENSATORY TIME:** (Non-exempt employees) In lieu of overtime pay, by mutual agreement between the supervisor or designee and employee, a non-exempt employee may receive compensatory time off at the rate of one-half (1.5) times their hourly rate of pay for each overtime hour worked, instead of cash overtime pay. A request to accrue compensatory time off shall be made prior to the end of the pay period in which the overtime is worked. An employee designated to utilize compensatory time off shall have the option to request the day in which such compensatory time off is to be utilized, and the supervisor shall, within the constraints of staffing and scheduling, make every effort to honor that request.

Compensatory time off for approved overtime worked shall be taken within one hundred eighty (180) days of the date such overtime was earned. In no event shall compensatory time off accrue beyond a maximum of eighty (80) hours without explicit approval from the Director.

**EXCHANGE TIME:** While the salary of FLSA-exempt employees is intended to cover all hours worked, exempt employees are granted a degree of flexibility and may adjust their work schedule to offset intense work periods. This is typically done within the same workweek. Exchange time accruals and usage must be approved by the employee's supervisor. Exchange time may be approved to accrue on a matching hour for hour basis. Exchange time accrued must be taken within a reasonable time period not to exceed four weeks. This exchange time must be used as time off and no future monetary compensation can be claimed. Records of any exchange time will be maintained within the HRIS payroll system. The Director may determine the maximum exchange time accrual, but it will never exceed forty (40) hours.

**TRAVEL TIME:** Time spent traveling during normal work hours is considered compensable work time. This includes travel between worksites and to meetings. Portal-to-portal travel (aka home to worksite commute) is not considered compensable work time. If there is a required stop to one location at the beginning of the workday (to pick up supplies or receive instructions) the initial time spent to that location (portal-to-portal) from home is not compensated work time, however, any time spent traveling after the first location is compensable time.

Regular full and part-time employees shall be assigned a base work location. This is the location where the employee regularly reports at the start of each workday, unless assigned to alternative work location on a temporary basis.

If an employee is given a special one-day assignment at another location that does not require an overnight stay, time spent traveling is handled as follows:

- a) Travel time from the employee's home to the temporary work site in excess of the employee's regular portal-to-portal commute shall be counted as work time.
- b) If the location is over thirty (30) miles away from the employee's base work location the total travel time will be compensable.

All work assignments at alternate locations must be pre-approved by the employee's supervisor.

If the employee has an out-of-town assignment that requires an overnight stay, any time spent traveling to the other location during normal work hours is counted as compensable time. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. Travel time not considered as work time is time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

**Student Loan Forgiveness Eligibility:** The District recognizes the federal Public Service Loan Forgiveness (PSLF) Program and eligibility requirements. Employees may request verification of qualifying hours through Human Resources, and the District will provide the required documentation consistent with program guidelines.

## **APPENDIX “B” – TIME MANAGEMENT - AFSCME**

### **I. PURPOSE**

The District’s Time Management Program provides employees with a leave-with-pay program that is easily understood, responsive to individual needs, and easy to administer.

### **II. SCOPE**

This program covers all AFSCME represented employees. 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)
- time management leave
- family emergency
- compensatory time (except as provided by the FLSA)

Non-exempt employees who are eligible for one and one-half (1-1/2) compensatory time or overtime will still receive such under this program in accordance with the Fair Labor Standards Act. Exempt employees who are eligible for limited one-for-one exchange time in accordance with District policy will still receive such under the time management program.

### **III. LEAVE-WITH-PAY PROVISIONS**

- A. Non-exempt employees will earn time management based on full-time service in accordance with the following schedule:

#### **Non Exempt Accrual**

| Months of Service | Hours of Leave | Earned Leave Accumulation |
|-------------------|----------------|---------------------------|
| 0 - 48 months     | 168 hours      | 14 hours/month            |
| 49-108 months     | 192 hours      | 16 hours/month            |
| 109-168 months    | 216 hours      | 18 hours/month            |
| 169-228 months    | 240 hours      | 20 hours/month            |
| 229-288 months    | 264 hours      | 22 hours/month            |
| 289 + months      | 288 hours      | 24 hours/month            |

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

#### **Exempt Accrual**

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

- B. For regular part-time employees, all reference to time accrual or usage in the Time Management Program shall be pro-rated according to the percentage of full-time equivalency (FTE) authorized for the position.
- C. 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" except as otherwise noted in this contract. Earned time management shall accrue whenever an employee is in paid status with the District. Employees do not accrue earned time management when on leave without pay.
- D. An employee may accumulate time management, including the previous time management balance, if any, to a maximum of twice the annual time management accumulation. On March 31 of each year, any employee accredited with accrued time management greater than twice the annual accumulation shall forfeit the amount above the maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned time management may continue to accumulate earned time management for the balance of the year in which the maximum accrual was reached, provided that the employee take sufficient earned time management to reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess. Employees may appeal the forfeiture of excess time management to the Director.
- E. Upon an employee's separation of employment, after six months of service, all of the employee's earned time management shall be paid to the employee at the current rate of pay up to the maximum of the annual time management hours accrued based on the employee's months of service. (See Section III A)
- F. In the event of an employee's death, after six (6) months of service, all earned time management shall be paid to the employee's designated beneficiary at the current rate of pay.
- G. During the first five years of employment, employees shall be required to take a minimum of one (1) week of earned time management per year. Thereafter, employees shall be required to take a minimum of two (2) weeks of earned time management per year.
- H. Employees shall, whenever possible, request time off in advance. Use of such time management must be scheduled between the employee and their supervisor or designee. When an employee is sick or an emergency requires their presence elsewhere, the employee must notify their supervisor or designee as soon as possible.
- I. After one year of continuous employment, employees may request to convert up to forty (40) hours of accrued time management to cash on an annual basis, or elect to rollover the equivalent amount into the employee's 457 Plan. The contribution option is available to those who have a 457 account, and is subject to the 457 Plan's terms and conditions. To be eligible, an employee must maintain a minimum balance of one year's accrual of annual time management and must have used at least forty (40) hours of time management during the previous twelve (12) months. A request for conversion of annual time management to cash, or 457 Plan contribution, must be approved by the Director subject to budget restrictions and is allowed once each fiscal year. The request must be made prior to March 31 and will be included in the employee's April paycheck.
- J. During the last three years prior to retirement, employees may sell up to eighty (80) hours each year of their annual time management accrual at the current rate of pay, or elect to contribute the equivalent amount into their 457 deferred compensation plan. Such request must be approved by the Director subject to budget restrictions and is allowed once each fiscal year. 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 I of this policy.

## APPENDIX "C" – SALARY SCHEDULE

| REPRESENTED POSITIONS                                     |      | 1.0 FTE                                                                |            |            |            |            |            |            |            |            |            | Updated for July 2026 |            | 3.5%       | COLA |
|-----------------------------------------------------------|------|------------------------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-----------------------|------------|------------|------|
| Note: Paycheck salaries may vary slightly due to rounding |      |                                                                        |            |            |            |            |            |            |            |            |            |                       |            |            |      |
| Pay Range                                                 | FLSA | Position Title                                                         | Step A     | Step B     | Step C     | Step D     | Step E     | Step F     | Step G     | Step H     | Step I     | Step J                | Step K     | Step L     |      |
| 4A                                                        | NE   | Processing Specialist                                                  | \$3,388.12 | \$3,489.77 | \$3,594.46 | \$3,702.29 | \$3,813.36 | \$3,927.76 | \$4,045.60 | \$4,166.97 | \$4,291.97 | \$4,420.73            | \$4,553.36 | \$4,689.96 |      |
| 5A                                                        | NE   | Shipping & Receiving Specialist                                        | \$3,726.93 | \$3,838.74 | \$3,953.90 | \$4,072.52 | \$4,194.69 | \$4,320.54 | \$4,450.15 | \$4,583.66 | \$4,721.17 | \$4,862.80            | \$5,008.68 | \$5,158.94 |      |
| 6A                                                        | NE   | Public Services Specialist                                             | \$4,099.64 | \$4,222.62 | \$4,349.30 | \$4,479.78 | \$4,614.18 | \$4,752.60 | \$4,895.18 | \$5,042.03 | \$5,193.29 | \$5,349.09            | \$5,509.57 | \$5,674.85 |      |
|                                                           | NE   | Public Services Specialist – Bilingual                                 |            |            |            |            |            |            |            |            |            |                       |            |            |      |
|                                                           | NE   | Technical Services Specialist                                          |            |            |            |            |            |            |            |            |            |                       |            |            |      |
| 7A                                                        | NE   | Events Coordinator                                                     | \$4,509.59 | \$4,644.88 | \$4,784.22 | \$4,927.75 | \$5,075.58 | \$5,227.85 | \$5,384.68 | \$5,546.22 | \$5,712.61 | \$5,883.99            | \$6,060.51 | \$6,242.32 |      |
|                                                           | NE   | Community Scheduling Coordinator                                       |            |            |            |            |            |            |            |            |            |                       |            |            |      |
|                                                           | NE   | Public Services Specialist - Lead                                      |            |            |            |            |            |            |            |            |            |                       |            |            |      |
| 8A                                                        | NE   | Facilities Maintenance Technician                                      | \$4,960.56 | \$5,109.38 | \$5,262.66 | \$5,420.54 | \$5,583.15 | \$5,750.65 | \$5,923.17 | \$6,100.86 | \$6,283.89 | \$6,472.40            | \$6,666.58 | \$6,866.57 |      |
|                                                           | NE   | MakerSpace Technician                                                  |            |            |            |            |            |            |            |            |            |                       |            |            |      |
|                                                           | NE   | Volunteer Services Coordinator                                         |            |            |            |            |            |            |            |            |            |                       |            |            |      |
| 9A                                                        | NE   | No position assigned                                                   | \$5,456.62 | \$5,620.32 | \$5,788.93 | \$5,962.60 | \$6,141.48 | \$6,325.72 | \$6,515.49 | \$6,710.96 | \$6,912.29 | \$7,119.66            | \$7,333.25 | \$7,553.24 |      |
| 10A                                                       | E    | Collection Development Librarian                                       | \$6,002.25 | \$6,182.32 | \$6,367.79 | \$6,558.83 | \$6,755.59 | \$6,958.26 | \$7,167.01 | \$7,382.02 | \$7,603.48 | \$7,831.58            | \$8,066.53 | \$8,308.52 |      |
|                                                           | E    | Community Librarian                                                    |            |            |            |            |            |            |            |            |            |                       |            |            |      |
|                                                           | E    | Community Librarian - Bilingual                                        |            |            |            |            |            |            |            |            |            |                       |            |            |      |
|                                                           | NE   | Digital Communications Coordinator                                     |            |            |            |            |            |            |            |            |            |                       |            |            |      |
|                                                           | NE   | Graphic Design & Project Coordinator                                   |            |            |            |            |            |            |            |            |            |                       |            |            |      |
| 11A                                                       |      | No position assigned                                                   | \$6,602.48 | \$6,800.56 | \$7,004.57 | \$7,214.71 | \$7,431.15 | \$7,654.09 | \$7,883.71 | \$8,120.22 | \$8,363.83 | \$8,614.74            | \$8,873.18 | \$9,139.38 |      |
|                                                           |      | Note: Bilingual positions are paid an additional 6% on their base pay. |            |            |            |            |            |            |            |            |            |                       |            |            |      |
| REPRESENTED POSITIONS - Information Technology            |      |                                                                        |            |            |            |            |            |            |            |            |            |                       |            |            |      |
| IT-0                                                      | NE   | No position assigned                                                   | \$5,432.99 | \$5,595.98 | \$5,763.86 | \$5,936.78 | \$6,114.88 | \$6,298.33 | \$6,487.28 | \$6,681.90 | \$6,882.35 | \$7,088.83            | \$7,301.49 | \$7,520.53 |      |

# 2026-2030 CBA FINAL

Final Audit Report

2026-07-07

|                 |                                              |
|-----------------|----------------------------------------------|
| Created:        | 2026-07-03                                   |
| By:             | Jennifer Palmer (jennp@dpls.lib.or.us)       |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAACiSRJO2GlyYtvrbmFwHEQ2DNWdLms6- |

## "2026-2030 CBA FINAL" History

-  Document created by Jennifer Palmer (jennp@dpls.lib.or.us)  
2026-07-03 - 3:32:36 PM GMT- IP address: 67.59.92.70
-  Document emailed to Brenda Johnson (bjohnson@oregonafscme.org) for signature  
2026-07-03 - 3:45:09 PM GMT
-  Email viewed by Brenda Johnson (bjohnson@oregonafscme.org)  
2026-07-03 - 7:09:57 PM GMT- IP address: 140.248.20.1
-  Document e-signed by Brenda Johnson (bjohnson@oregonafscme.org)  
Signature Date: 2026-07-06 - 5:19:48 PM GMT - Time Source: server- IP address: 134.215.185.73 - Signature Appearance Selected: IMAGE
-  Document emailed to jessicab@dpls.lib.or.us for signature  
2026-07-06 - 5:20:08 PM GMT
-  Email viewed by jessicab@dpls.lib.or.us  
2026-07-07 - 5:02:45 PM GMT- IP address: 67.59.92.20
-  Signer jessicab@dpls.lib.or.us entered name at signing as Jessica Bickford  
2026-07-07 - 5:03:14 PM GMT- IP address: 67.59.92.20
-  Document e-signed by Jessica Bickford (jessicab@dpls.lib.or.us)  
Signature Date: 2026-07-07 - 5:03:16 PM GMT - Time Source: server- IP address: 67.59.92.20 - Signature Appearance Selected: TYPE
-  Document emailed to theresap@dpls.lib.or.us for signature  
2026-07-07 - 5:03:21 PM GMT
-  Email viewed by theresap@dpls.lib.or.us  
2026-07-07 - 5:22:09 PM GMT- IP address: 67.59.92.70
-  Signer theresap@dpls.lib.or.us entered name at signing as Theresa Peoples  
2026-07-07 - 5:27:54 PM GMT- IP address: 67.59.92.70



Document e-signed by Theresa Peoples (theresap@dpls.lib.or.us)

Signature Date: 2026-07-07 - 5:27:56 PM GMT - Time Source: server- IP address: 67.59.92.70 - Signature Appearance Selected: TYPE



Document emailed to scotts@dpls.lib.or.us for signature

2026-07-07 - 5:28:02 PM GMT



Email viewed by scotts@dpls.lib.or.us

2026-07-07 - 6:06:30 PM GMT- IP address: 104.47.56.126



Signer scotts@dpls.lib.or.us entered name at signing as Scott Selle

2026-07-07 - 6:09:39 PM GMT- IP address: 67.59.92.20



Document e-signed by Scott Selle (scotts@dpls.lib.or.us)

Signature Date: 2026-07-07 - 6:09:41 PM GMT - Time Source: server- IP address: 67.59.92.20 - Signature Appearance Selected: TYPE



Document emailed to Todd Dunkelberg (toddd@dpls.lib.or.us) for signature

2026-07-07 - 6:09:43 PM GMT



Email viewed by Todd Dunkelberg (toddd@dpls.lib.or.us)

2026-07-07 - 6:20:10 PM GMT- IP address: 67.59.92.70



Document e-signed by Todd Dunkelberg (toddd@dpls.lib.or.us)

Signature Date: 2026-07-07 - 6:20:26 PM GMT - Time Source: server- IP address: 67.59.92.70 - Signature Appearance Selected: IMAGE



Document emailed to annmalkin4libraries@gmail.com for signature

2026-07-07 - 6:20:29 PM GMT



Email viewed by annmalkin4libraries@gmail.com

2026-07-07 - 6:29:26 PM GMT- IP address: 140.248.20.1



Signer annmalkin4libraries@gmail.com entered name at signing as Ann C. Malkin

2026-07-07 - 10:47:45 PM GMT- IP address: 174.224.92.5



Document e-signed by Ann C. Malkin (annmalkin4libraries@gmail.com)

Signature Date: 2026-07-07 - 10:47:47 PM GMT - Time Source: server- IP address: 174.224.92.5 - Signature Appearance Selected: MOBILE\_DRAW



Document emailed to Dana O'Connell (danao@dpls.lib.or.us) for signature

2026-07-07 - 10:47:49 PM GMT



Document e-signed by Dana O'Connell (danao@dpls.lib.or.us)

Signature Date: 2026-07-07 - 10:48:51 PM GMT - Time Source: server- IP address: 66.220.125.211 - Signature Appearance Selected: IMAGE



Agreement completed.

2026-07-07 - 10:48:51 PM GMT



**Adobe Acrobat Sign**