

COLLECTIVE BARGAINING AGREEMENT

Between

**SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION
OREGON CASCADES WEST
COUNCIL OF GOVERNMENTS
LOCAL 937**

And

**OREGON CASCADES WEST
COUNCIL OF GOVERNMENTS**

EXPIRES: OCTOBER 31, 2017



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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by the SEIU Local 503, Oregon Public Employees Union Local 937, hereinafter referred to as the "Union" and Oregon Cascades West Council of Governments, hereinafter referred to as the "Employer".

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for all employees excluding temporary, supervisory, and confidential employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. It is recognized that the Employer possesses and will continue to possess all the rights and responsibilities to operate and manage its programs, facilities and the activities of its employees, except as specifically abridged by this Agreement.

Section 2. Without limiting the generality of the foregoing section, it is expressly recognized that by the way of illustration, the Employer's operation and managerial rights include, but are not limited to, the following:

- (a) The right to determine the specific programs and services offered by the Employer, the methods and means by which they shall be effectuated, and to determine the size and nature of the work force.
- (b) The right to determine the number and location of the facilities necessary to carry out the functions of the Employer, including the right to establish new facilities and/or relocate or close existing facilities.
- (c) The right to direct the employees of the Employer, including the right to determine and evaluate qualifications, hire, discipline, terminate, promote, demote, transfer, layoff, schedule hours and days of work, assign duties and workload, evaluate, and to establish general work rules and policies not contrary to this Agreement.
- (d) However, the employees will be provided the opportunity to provide input, verbal or written, on any policy decisions being made by the Employer within the scope of the employees' professional duties. This does not extend to those management rights set forth elsewhere in this Agreement.

ARTICLE 3 - NONDISCRIMINATION

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, sexual orientation, disabilities, creed, religion, national origin, union affiliation, or political affiliation. This shall not restrict the Employer from restricting an individual's family member from working under the direct

supervision of another family member or any member of the individual's household. The Union and the Employer both agree to abide by the provisions of this Article.

ARTICLE 4 - UNION RIGHTS

Section 1. Upon the written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union.

The aggregate deductions of all employees shall be remitted together with an itemized statement to the Union no later than the tenth (10th) of the month following the month for which the deductions were withheld.

The employer shall furnish, to the Union, an electronic alphabetical listing of all the names of bargaining unit employees, which will include their department, FTE, anniversary dates, mailing address, and phone number utilizing the SEIU secure FTP site, on a monthly basis. The local officers shall also receive an electronic alphabetical listing of all the names of bargaining unit employees by department, FTE and anniversary dates when there are changes in this data. The Union will indemnify, defend and hold the Employer harmless against any claims made or any suit instituted against the Employer on account of any payroll deductions for the Union. The Union agrees to refund to the Employer any amount paid to it in error. The Employer agrees to automatically adjust the dues amount or fair share payment for employees whose base salaries increase or decrease during the term of this Agreement.

Section 2.

- (a) All employees covered by the terms and conditions of this Agreement shall become members of the Union or shall make payments in lieu of dues (fair share payment) to the Union. The Union shall notify all newly hired employees of this requirement at the time of employment, and all questions regarding Union rights and responsibilities should be directed to Union officials.
- (b) Bargaining unit members, who exercise their right of non-association only when based on a sincerely held religious belief, shall pay an amount of money equivalent to fair share assessments to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the Union within fifteen (15) calendar days of the time dues or fair share payments would have been taken out of the employee's paycheck. If an employee fails to provide certification to the Union by the fifteenth (15th) day, the Union shall notify the Employer that if the employee does not provide proof of said certification within thirty (30) calendar days, the Employer will begin deducting fair share payments.
- (c) Fair share payments shall be deducted from the wages of nonmember employees in accordance with ORS 243.672(1)(c).

Section 3. Members of the bargaining unit elected to serve as authorized representative of the Union shall be expected to perform their duties as a representative of the Union on their own time, except as provided elsewhere in the Agreement.

Section 4. Two (2) official Union delegates and members of the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual General Council. The Union shall notify the Employer of the names of the two (2) official delegates who shall attend General Council, at least thirty (30) days in advance of the date of the General Council. In emergency situations where the Union is unable to provide thirty (30) days advance notice, delegates shall be granted leave with less than thirty (30) days notice unless, by granting such leave, the Employer will suffer undue hardship.

ARTICLE 5 – NO STRIKE/NO LOCKOUT

During the term of this agreement, there will be no strikes or lockouts pursuant to ORS 243.650 et. seq.

ARTICLE 6 - CONTRACTING OUT

Section 1. The Union recognizes that the Employer has the right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. Such decisions shall, however, be made only after the Employer has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question.

The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. Upon completion of the feasibility study, a copy of such study shall be given to the Union. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request proposals for contracting out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not release any requests for proposals. The Union shall have the opportunity to submit its own proposal not later than the last date for the submission of proposals. The Union shall be afforded the opportunity to demonstrate to the OCWCOG Board how current bargaining unit members could deliver the service cost effectively and/or with similar quality. Should the Union be able to demonstrate, to the Board's satisfaction, delivery of service which is equal to or better than that of the potential contractor(s) in terms of quality/cost-effectiveness, the work shall not be contracted out.

The Employer will require the awarded contractors to describe the method they intend to use to consider current OCWCOG employees for employment.

Section 2. The Employer shall provide a severance package to each employee laid off as a result of the contract, excluding employees serving a trial service period. In addition, should an employee affected by the contract choose to terminate his/her employment, accept employment with the contractor or elsewhere, or be terminated for just cause, with the Employer prior to the implementation of the contract, the employee is not eligible for the below described severance package:

- (a) Up to one thousand dollars (\$1000) of outplacement counseling to be completed within an eighteen (18) month period from the implementation of the contract. Outplacement counseling may include, but is not limited to, development of a resume, assistance in job search and/or mental health counseling;

- (b) Up to nine hundred dollars (\$900), within an eighteen (18) month period from the implementation of the contract, for retraining that leads to a certificate or that enhances the employee's employability;
- (c) Up to three (3) months, or until time of other employment, whichever is shorter, a lump sum monthly severance pay equal to the employee's gross base monthly wages at the time of the layoff to all affected employees who are to be laid off as a result of the contract award and who maintain continued service through to the implementation of the awarded contract; and,
- (d) Up to three (3) months, or until time of other employment, whichever is shorter, payment of the employee's COBRA expense (health insurance premium) for those employees laid off as a result of the contract and who meet the eligibility requirements under COBRA law.

Section 3. If any bargaining unit members are displaced as a result of contracting out, the Employer agrees to encourage the contractor to hire displaced employees. An employee laid off as a result of the contract, whether employed by the contractor or not, retains his/her layoff rights as defined in Article 17 - Layoff.

ARTICLE 7 – PROGRAM AREAS

Program Areas are unique clusters of employees engaged in providing a common service. There are five (5) Program Areas within the agency: General Administration; Senior and Disability Services, Linn/Benton; Senior and Disability Services, Lincoln; Benton County Veteran's Services; and Community and Economic Development.

The Employer reserves the right to add or remove Program Areas as needed. When the Employer does so, the Employer shall inform the Union of the proposed implementation date at least ten (10) working days prior to that date. If the Union does not agree with this Employer action, the Union must file a notice to the Employer, in writing, to that effect. The parties will meet to resolve the disagreement.

In the event the parties cannot resolve the disagreement within ten (10) working days after the first meeting, the Union may call for mediation. If a call for mediation is not received within fifteen (15) working days of the employer notice to amend the Program Area list, the Employer's grouping decision will be considered accepted.

ARTICLE 8 - HOURS OF WORK

Section 1. The normal work week shall begin at 12:01 a.m. on Monday and end at 12:00 midnight the following Sunday. The normal workday shall be between the hours of 8:00 a.m. and 5:00 p.m.

Section 2. An employee may apply for authorization to work four (4) ten (10) hour days. The employee's application must show that the following criteria can still be met before his/her application can be approved:

- (a) That his/her requested schedule will not interfere with his/her ability to perform the job;
- (b) That the needs of the public are adequately served; and
- (c) That a forty (40) hour work week is maintained.

The application shall be in writing, on the Employer-provided form. Once the application has been received with the criteria listed above, management has up to thirty (30) days to give a written response.

If, in fact, these criteria are met, the Employer shall grant the employee a four (4) ten (10) hour work day schedule. Requests for four (4) ten (10) hour work schedules shall be considered in order of application. If more than one (1) employee makes application for a four (4) ten (10) hour schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority with the Employer if possible.

If, in fact, the criteria for a four (4) ten (10) hour schedule cease to be met, an employee may be removed from a four (4) ten (10) hour schedule in accordance with Section 5 of this Article.

If the Employer denies a four (4) ten (10) hour schedule request, or determines that four (4) ten (10) hour schedule must end, the reasons for their decision shall be provided to the employee in writing within the thirty (30) day period as specified above. The Employer shall be the sole judge. However, the decision to revoke or to end a four (4) ten (10) hour schedule shall not be arbitrary, capricious, or discriminatory.

An employee may be allowed to work a flexible work schedule, defined as an ongoing change from the normal 8:00am – 5:00pm schedule, upon prior written approval of the request by his/her supervisor.

Section 3. Employees who are scheduled to work a shift of more than five (5) consecutive hours shall be entitled to a meal period of not less than thirty (30) minutes nor more than one (1) hour as approved by the supervisor, after approximately four (4) hours, unless mutually agreed otherwise. Such meal period shall not count as time worked.

Section 4. Employees shall be entitled to a rest period of fifteen (15) minutes, to be taken approximately midway in each four (4) hour period of working time. Such rest period shall be considered as time worked.

In the interest of sustaining quality work and in an effort to help employees balance their work and personal life, full-time employees may be allowed additional break time to be taken in blocks of at least fifteen (15) minutes, up to sixty (60) minutes per week, to be used in conjunction with their morning or afternoon breaks and/or lunch times. Part-time employees shall receive a pro-rated amount. The use of the additional break time shall not be used to alter an employee's start time or stop time and cannot be carried over into the next week. Use of said time shall be coordinated with the employee's supervisor. The supervisor will make every effort to approve the additional break time taking into consideration that the needs of the public are adequately met, and that the time off does not interfere with the employee's ability to perform his/her job.

Section 5. Work schedules shall not be changed unless the employee is notified at least ten (10) working days in advance. All work performed as a result of a schedule shift change that requires an employee to work more than five (5) consecutive workdays shall be charged as overtime.

Section 6. Employees may be allowed to use flextime, defined as a one-time adjustment to the normal work schedule, to adjust their working time when they have a client appointment which causes them to work later than their normal quitting time, or for personal business. The employee must notify his/her supervisor, in writing, by the start of the next business day that the employee

was required to work later than their normal quitting time. Employees must obtain their supervisor's consent to take flextime and the use of this flextime provision must not be the cause of the employee working more than forty (40) hours in the week.

Section 7. An employee may be allowed to work a project based schedule, defined as a schedule where the employee is assigned a certain number of hours of work within a specified time period, upon prior written approval of the request by his/her supervisor. The variable schedule shall not cause a work week to exceed the employee's normally assigned FTE without prior written approval of the supervisor.

ARTICLE 9 - OVERTIME

Section 1. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular hourly salary rate of pay for those hours worked in excess of forty (40) per week. However, employees shall not work overtime until and unless authorized to do so in writing by their immediate supervisor. When it is not feasible to obtain prior approval, the employee shall follow the alternate procedure established by their supervisor.

Section 2. Compensation for overtime work shall be in the form of either compensatory time off or cash. During the first three (3) months following the date earned by the employee, cash or compensatory time off shall be at the Employer's discretion. After three (3) months, the employee may choose either cash or compensatory time off. Compensatory time must be authorized in the usual manner. At six (6) months after the date earned, overtime will be compensated with cash.

Section 3. If an employee whose normal starting time is prior to 8:00 a.m. is required to work four (4) hours before his/her regular work shift, he/she shall receive a reimbursement for breakfast at a reasonable rate. If an employee is required to work four (4) hours after his/her regular work shift, he/she shall receive a reimbursement for dinner at a reasonable rate. Employees must submit receipts with requests for reimbursement.

ARTICLE 10 - PROTECTED WORK TIME

Protected work time shall be scheduled for COG staff when it is mutually agreed between the supervisor and the employee that it is necessary for the employee to complete high priority work items without interruption from telephone or the public.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used when appropriate. Discipline may include, but not be limited to: verbal warnings; written reprimands; reductions in pay; demotion; suspension; and dismissal. When circumstances warrant, not all steps will be used. If not all steps of progressive discipline are used, management will give written justification of the variance from progressive discipline to the employee at the time discipline is imposed. Discipline shall be imposed only for just cause.

Section 2. A written pre-dismissal notice shall be given to a regular status employee who is being considered for dismissal at least ten (10) calendar days prior to its effective date. Such notice shall include the then known complaints, facts, and charges and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges, or present mitigating circumstances, either in writing or by meeting with the Executive

Director or designee, prior to the effective date. The employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice.

Section 3. Upon request, an employee shall be permitted to have a Union representative present at any meeting which is disciplinary in nature or which, in the employee's opinion, may become disciplinary in nature. If an employee perceives that a meeting has become disciplinary in nature, the employee has the right to suspend the meeting until a Union representative can be present. If an employee is unable to arrange representation for the scheduled disciplinary meeting, he/she shall be entitled to an extension of up to two (2) additional work days to arrange for representation. In the event no representation can be arranged, the meeting shall take place as rescheduled. The limit of two (2) working days may be extended when mutually agreed upon in writing.

ARTICLE 12 - PERSONNEL RECORDS

Section 1. Each employee shall have the right to review the contents of his/her own personnel file and/or the contents of the sealed confidential file, set forth in Section 4 of this Article. At his/her option, he/she may request to be accompanied by a Union representative of his/her choosing. There shall only be one (1) official personnel file and one (1) official confidential file.

Section 2. Access to an employee's personnel file shall be limited to only the individual employee involved or his/her designated representatives as authorized in writing, such supervisors and administrators of the Employer who are assigned to review or place materials therein, and such clerical personnel whose duty it is to maintain personnel files, provided such access does not conflict with the provisions of ORS 192.501 to 192.502.

Section 3. No material, which in any form can be construed, interpreted or acknowledged to be derogatory towards the employee, shall be placed in the employee's personnel record that does not bear either the signature of the employee indicating that he/she has been shown the material, or a statement by the employee's supervisor that the employee has been shown the material and has refused to sign it. A copy of such material shall be furnished to the employee upon request. An employee's personnel records shall be available for inspection upon request.

Section 4.

- (a) Letters of caution, consultation, warning, admonishment, and reprimand shall remain in the employee's personnel file for a maximum of thirty six (36) months, if no recurrence of a similar infraction occurs. If after that time period there has been no recurrence of a similar infraction, and provided the person is still employed by the Employer, the information shall be removed and sealed in a confidential file, separate from the personnel file, to be kept by the Human Resources Manager.
- (b) Last Chance Agreements shall remain in an employee's personnel file for a maximum of five (5) years. After a three (3) year period the employee may request the Executive Director to remove the Last Chance Agreement from their personnel file and have it sealed in a confidential file, separate from their personnel file. If the Executive Director does not agree with removal of the Last Chance Agreement, the employee may make an additional request to have it removed after a four (4) year period and filed in a confidential file, separate from their personnel file. After five (5) years, if there has been no recurrence of a similar infraction, and provided the person is still employed by the Employer, the information shall be removed and sealed in a confidential file, separate from the personnel file, to be kept by the Human Resources Manager.

The Executive Director is the sole judge in the evaluation of the removal of a Last Chance Agreement prior to the five (5) year period and will not be arbitrary, capricious, or discriminatory in making this determination.

- (c) The sealed confidential information shall be released only in the event of legal or liability reasons, or at an employee's supervisor's request. The employee, if still employed by the Employer, shall be notified that the sealed confidential file has or will be opened, and by whom.
- (d) Material relating to letters of caution, consultation, warning, admonishment, and reprimand shall be removed from the employee's personnel file if the employee grieves the action and the grievance is resolved in favor of the employee. Should the grievance be resolved in favor of the Employer, the material shall remain in the employee's personnel file for the time period set forth in Section 4(a) of this Article. The employee may prepare a written statement that will be included in the file regarding his/her views on the matter.

Section 5. Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be used by the Employer in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the explicit consent and request of the employee other than those authorized within the Agency or by order of a competent court.

Section 6. All letters and material of commendations shall become a permanent part of the employee's personnel file and the employee shall be furnished a copy of all such material which is sent directly to the Employer at the time it is placed in the personnel file.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. As used in this Article, a grievance shall be defined as a dispute over interpretation, omissions, or adherence to this Agreement. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems or complaints alleged by employees that may arise from time to time.

- (a) The written grievance shall include a statement of the grievance and relevant information, including:
 - 1. Specific names and dates (unless it is a group grievance);
 - 2. The provision(s) of the agreement alleged to have been violated including a detailed explanation of how those provision(s) were violated;
 - 3. The remedy sought; and
 - 4. The name of the designated Union representative as described in Section 2 of this Article.
- (b) The designated Union representative will also advise his/her own supervisor that he/she has a grievance in process as soon as the grievance is filed.
- (c) At each step of the grievance process, the Union shall provide to management the original grievance form, any subsequent Employer/Union responses to date and any other available data or correspondence deemed appropriate by the Union.

Section 2. Any and all time limits specified in the grievance procedures may be waived in writing by mutual consent of the parties. Failure at any step of the procedure by the Union to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Failure at any step of the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the Union to proceed to the next step. A grievance may be withdrawn at any time upon receipt of a signed statement from the Union and the employee.

The Union will provide the Employer with a list of Union representatives authorized to act on behalf of employees utilizing the grievance process. The list will be given to the Employer annually in January and will be updated as changes occur throughout the year.

Employees shall have the right to be represented in the grievance process by a designated Union representative of their own choice as selected from the list provided by the Union.

Section 3. The Union and the Employer encourage discussion and efforts to resolve all disputes informally prior to the filing of a formal grievance.

In the event efforts to informally resolve a disputed action are not successful, the following steps will be followed:

- (a) Step 1: Within twenty (20) working days of the occurrence of a disputed action or from the date the offended employee should have reasonably known of the disputed action, he/she shall submit a formal Statement of Grievance form with the Employer.
- (b) Step 2: In the event a formal Statement of Grievance is filed, the immediate supervisor shall respond in writing to the employee and the Union within ten (10) working days from his/her receipt of the grievance. If the supervisor calls for a meeting, it will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting, rather than ten (10) working days from the receipt of the grievance.

If the Immediate Supervisor and/or the next higher level of supervision does not have the authority to resolve the grievance, he/she shall immediately submit the grievance file to the appropriate supervisor with the authority to resolve the grievance.

- (c) Step 3: If the grievance remains unresolved, the Union representative shall, within ten (10) working days of the response from the immediate supervisor, submit a copy of the grievance file to the next highest level of supervision or the program manager, except when the next highest level of supervision is the Executive Director. If the Executive Director is the next level of supervision, the grievance shall proceed directly to Step 4. The supervisor shall respond in writing to the employee and the Union within ten (10) working days of his/her receipt of the grievance file. If the supervisor calls for a meeting, it will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting.
- (d) Step 4: If the grievance still remains unresolved, the Union representative shall, within ten (10) working days after the Step 3 response is provided, submit the grievance file to the Executive Director. The Executive Director may call a meeting of the interested parties. The Executive Director shall respond in writing within ten (10) working days from receipt of the grievance file, to the employee and the Union. If the Executive Director does call for

a meeting, it will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting.

Mediation: If the grievance remains unresolved at Step 4, the Union shall ask for mediation within ten (10) working days of the Step 4 response. The Union shall notify the Executive Director in writing of the intent to mediate. Mediation shall be interest-based and shall be non-binding.

Arbitration: If after mediation the grievance is not resolved, the Union shall notify the Executive Director in writing of the intent to arbitrate the grievance. This notice shall be given within forty-five (45) working days from the conclusion of mediation. The arbitrator's decision shall be final and binding, but he/she shall have no power to alter, modify, add to, or subtract from the terms of this Agreement. His/her decision shall be within the scope and terms of the Agreement and in writing. His/her decision may also provide retroactivity to the original date of the Agreement.

Section 4. In the event mediation is sought, the Employer and the Union shall jointly develop a list of names of five (5) mediators. The parties shall select a mediator from the list by mutually agreeing to a mediator or by alternately striking the names. The first strike shall be determined by the flip of a coin. The final name left on the list shall be the mediator. Alternatively, the parties may request that a mediator be provided by the Oregon State Conciliation Service/Oregon Employment Relations Board.

In the event arbitration is sought, the Union shall request a list of nine (9) Oregon and/or Washington arbitrators from the Oregon Employment Relations Board. The parties shall select an arbitrator from the list by mutually agreeing to an arbitrator or by alternately striking the names on the list. The first strike shall be determined by the flip of a coin. The final name left on the list shall be the arbitrator.

The arbitrator shall be asked to submit his/her award within thirty (30) working days from the date of the hearing.

The Employer and the Union shall equally divide the compensation of the mediator/arbitrator's fee and the cost of any hearing room.

Section 5. Designated Union representatives shall be allowed time to accept an initial contact from an employee concerning potential grievance activity prior to the filing of a Statement of Grievance form. The initial contact would be limited to not more than ten (10) minutes. The designated representative will follow-up on non-duty time and determine if there is a need to proceed further. Once determined, the designated representative will file the official Statement of Grievance form with the Employer. The designated Union representative will also notify their own supervisor that they have an investigation and/or grievance in process. Filing a grievance form allows the use of up to four (4) hours of work time to investigate, process or resolve the issues. The designated representative and their supervisor will make whatever arrangements are necessary for work coverage.

In the event that additional time is needed to investigate or process the grievance, the designated Union representative will request a meeting with his/her supervisor to discuss additional time expectations, and to work out a mutually acceptable plan for work coverage. This meeting will be held prior to the expenditure of the additional work time.

Duties of designated Union representatives as outlined in this Section will not interfere with regular work assignments. The Union will make every effort to control the amount of investigative time.

Notwithstanding the above, designated Union representatives shall be granted the time to appear at mediation or arbitration as needed.

ARTICLE 14 – LIMITED-TERM APPOINTMENTS

The Employer may authorize limited term appointments to fill in for a regular employee who is on an extended leave of absence, perform work for a new service or function, or to fill a position requiring unique skills when the work is generally subject to the continuation of a grant, contract or award. Term appointments shall be covered by the terms of this contract, excluding Article 6 regarding contracting out, Article 13 regarding grievances pertaining to discipline, and Article 17 regarding layoff and bumping rights.

The terms of such appointments shall not exceed a two (2) year period.

ARTICLE 15 - PROBATIONARY PERIOD

Section 1. Employees newly hired by the Employer or employees whose service with the Employer has been broken by termination or voluntary quit for a period of at least one (1) year shall serve a probationary period of at least six (6) full months of actual service before attaining the status of a regular employee.

During the first six (6) months of employment, the employee shall receive limited benefits per Section 4 of this Article. After six (6) months continuous service with the Employer, the employee shall receive all benefits entitled to, no matter what their probationary status.

Any leave taken in excess of five (5) working days shall extend the probationary period for the number of working days in excess of five (5).

Section 2. The Employer may terminate the employee without recourse to the grievance procedure during the probationary period.

Section 3. An employee who transfers to a new position while completing their initial probationary period, shall complete their probationary period in the new position. However, in no case will the employee serve less than three (3) months probation in the new position.

Section 4. This Section applies only to newly hired employees serving a period of probation with the Employer.

- (a) Leave: No leave other than authorized leave without pay, leave mandated by law, sick leave, or holidays shall be taken by an employee during his/her probationary period.
- (b) Accrual of Leave: Sick leave and vacation leave benefits based upon or earned in connection with time worked shall accumulate during an employee's probationary period, but use of vacation leave shall not be allowed until the employee is appointed to regular status.

- (c) Insurance Benefits: Probationary period employees shall be enrolled in the insurance programs beginning the first day of the first full month following their date of hire provided they meet the minimum hourly eligibility requirements of the carrier, with the benefits to be paid pursuant to Article 32 - Insurance.
- (d) Retirement Program: The Employer participates in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). New hires who are active members of one of these plans shall have Employer and employee contributions to the applicable plan commence on their continuous service date. New hires who are not active members of one of these plans, shall have Employer and employee contributions to the applicable plan commence on the first of the month following completion of the initial six (6) month probationary period.
- (e) Termination While on Probationary Status: An employee who is terminated while on probationary status shall lose all accumulated benefits and leave time. No payment will be made for unused benefits.

ARTICLE 16 - SENIORITY

Seniority as used in this Agreement is determined by the length of an employee's continuous service with the Employer since his/her date of hire, regardless of promotions; provided that an employee who is on layoff status and is recalled, shall retain all previously earned seniority. However, the period when the employee was not employed by the Employer will not be counted towards the employee's seniority. Upon request, the Employer will provide the Union with a copy of the seniority list in January of each year.

ARTICLE 17 – LAYOFF AND FURLOUGH

A. Layoff

Section 1. Definition of Layoff: A layoff is defined as an involuntary separation from employment for reasons not reflecting discredit on the employee.

Section 2. Notice of Layoff: The Union shall be notified of any pending layoff situation(s) five (5) working days prior to the issue of any layoff notices being given to the workforce.

In the event the Employer determines that a layoff is necessary, the affected employee(s) shall be notified in writing at least twenty (20) working days in advance of the effective date of the layoff. The layoff notice will include a description of the options available to the employee under Section 4 of this Article.

At the time an affected employee has been notified of layoff, volunteers will be sought within the affected Program Area, as defined in Article 7 of this contract. In the event an employee wishes to volunteer for layoff, he/she must submit a letter volunteering to be added to the layoff list to his/her supervisor within seven (7) working days of the announcement. Upon receipt of the letter from a volunteer for layoff, the Employer will determine if the layoff notice can be withdrawn. If the notice(s) can be withdrawn, the Employer will immediately provide a written notice of withdrawal to the affected employee(s).

Section 3. Order of Layoff: The initial designation for layoff shall be made by classification, within a Program Area based on seniority as defined in Article 16, Seniority.

Probationary and temporary employees shall be laid off before full-time and part-time employees within the designated Program Area and affected classification. Full-time and part-time shall be on the same list.

Section 4. Layoff Options: Employees notified of layoff shall, within ten (10) working days, notify the Employer in writing that one of the following options has been selected:

- (a) The employee elects to bump another employee; or,
- (b) The employee accepts a voluntary demotion or transfer that has been offered by the Employer under Section 8 of this Article; or,
- (c) The employee elects to be laid off.

Additional time to notify the Employer may be granted upon request by the employee if extenuating circumstances exist at the time of the layoff notice.

Section 5. Employer Right To Retain a Less Senior Employee: The Employer has the right to retain a less senior employee based on a finding that the more senior employee's qualifications, knowledge, experience, skills and/or abilities in combination do not demonstrate a capability to carry out the remaining tasks described in the new or existing job description. In making this determination, the Employer shall use the following criteria:

- (a) The senior employee has received a written reprimand in the last six (6) months; and, the employee is not in compliance with the corrective actions stated in the written reprimand.
- (b) The job duties of the retained position require experience, skills, knowledge and abilities possessed by the less senior employee and not possessed by the more senior employee, or the more senior employee is not capable of adequately performing. This may include licensures and certifications possessed by the less senior employee and not possessed by the more senior employee. In making a determination to retain the less senior employee, the Employer's decision shall not be arbitrary, capricious, or discriminatory.

Section 6. Bumping Process: An employee who is laid off may bump laterally or downward within the agency only to any job for which the employee has the requisite licenses and certifications and has either previously held or performed the essential duties of the position. The employee's written request to bump under Section 4(a) of this Article shall specify the classification and Program area the employee elects to bump into. The employee may only bump into a classification and Program area if the bumping employee's total continuous service with the Employer is greater than that of the least senior employee in the new Program area and classification. Continuous service time shall be based upon each employee's continuous service date.

The Employer shall determine if the employee meets basic eligibility to bump into the proposed Program area and classification using the criteria described in Section 5 of this Article regarding the Employer's right to retain a less senior employee. If the employee has not held that position or performed the duties during the previous twenty-four (24) months, he/she will have twenty (20) working days to demonstrate proficiency in the new position. In the latter case, if the bumping employee fails to perform satisfactorily as determined by the Employer, the Employer may immediately place the employee on layoff status and reinstate the laid off employee, or otherwise fill the now vacant position.

If an employee is bumped, he/she shall be considered to be on layoff status and have all the rights of a laid off employee, including the right to bump another employee.

Section 7. Rate of Pay: An employee who has assumed a new position as a result of a layoff process shall be placed at a salary step equal to or higher than their previous pay rate prior to the layoff. If his/her previous pay rate was higher than the highest step of the new position, he/she shall be placed at the highest step in the range of the new position.

Section 8. Transfer or Demotion in Lieu of Layoff: If a position is available, an employee may take a voluntary demotion to a lower classification or accept a transfer, in lieu of layoff. Demotion and transfer are dependent upon a vacant position being offered by the Employer. If the Employer determines that more than one employee is eligible for transfer or demotion, and intends to offer transfer or demotion, the Employer shall offer the vacant position to the employee with the most seniority first, as determined by their continuous service with the Employer. Pay rates shall be in accordance with Section 7 of this Article.

Section 9. Recall Rights: Employees who have been subject to layoff by Employer action under this Article shall have certain rights to fill vacancies with the Employer. The Employer shall create and maintain a list of persons eligible for Recall.

Section 10. Order of Recall: Employees shall first be recalled in inverse order of layoff within classification, Program Area and their former employee status. The employee shall be eligible for recall for twelve (12) months, plus one (1) additional month for each year of continuous service. In the event the position is not filled with a qualified employee from within the classification, Program Area and employee status, other employees on the recall list who are qualified for the position on the basis of prior experience, knowledge, skills and/or abilities may be considered for recall.

Section 11. Notice of recall: A notice of recall shall be mailed, return receipt requested, to the employee's last known address.

Section 12. Geographic Area: An employee on the recall list may choose to not accept recall, without prejudice, if the open position is in a different geographic area than his/her previous position. For the purpose of this Article, geographic areas of the Employer are defined as: 1) Lincoln County; and 2) Linn and Benton Counties.

Section 13. Removal from Recall List: An employee shall be removed from the recall list and seniority broken, if:

- (a) An employee fails to respond to the written notice of recall within ten (10) working days; or,
- (b) Fails to return to work within fifteen (15) working days inclusive of the recall notice, unless additional time is requested in writing within the first ten (10) days and is agreed to by the Employer.

Section 14. Grievance During Layoff: An employee, who has returned to layoff status as a result of Employer action under Section 6 of this Article, shall have the right to grieve such action.

A grievance of Employer action under this Article shall not bar the Employer from filling a position.

B. Furlough

Section 1. Furlough is a temporary unpaid time off due to a shortage of funds within a program and/or work unit. Furlough can be taken in whole or partial days within a designated pay period,

as approved by management, based on the needs of the program and/or work unit. All employees within a program and/or work unit will receive an equal percentage of furlough pro-rated on FTE (1 FTE = 1 full-time equivalency). Furlough time will be counted as time worked for the purpose of leave accruals and insurance benefits.

Section 2. Once the Employer has made a decision to implement furlough, the Union shall be notified of that decision at least five (5) working days prior to notifying the affected program and/or work unit of the need to meet to discuss alternatives for scheduling the furlough.

Section 3. At least twenty (20) working days prior to implementing furlough, the affected program and/or work unit manager will make available furlough protocols for scheduling and implementation for that program and/or work unit, as described in Appendix B.

Section 4. An employee required to take furlough will not have their holiday compensation affected should their scheduled furlough fall the workday before and the workday after a compensable holiday.

Section 5. Furlough will reduce the required contributions towards an employee's Public Employee Retirement System account.

ARTICLE 18 - FILLING OF VACANCIES

Section 1. All employees who desire to transfer to another position within their same classification may file a letter of intent, including the reason(s) the transfer is desired, at any time with the Human Resources Manager. The Human Resources Manager will maintain a file with such transfer requests.

Section 2. At least ten (10) working days prior to filling a vacancy, the Employer shall notify all employees by email of the vacancy, except as provided under Article 17, Layoff and Furlough, Sections 8 and 9.

Section 3. Employees, who within the last year have been employed by the Employer in the same classification as an announced vacant position, may request a transfer to that position. Employees requesting a transfer shall submit their reasons for such a request in writing within five (5) working days of the vacancy posting to the Human Resources Manager.

Section 4. The Human Resources Manager shall provide the names of persons expressing an interest in transferring to the vacant position as well as their reason(s) for requesting a transfer to the manager filling an announced vacancy. Such list shall include employees who have indicated an interest in transfer as provided in Section 1 of this Article, as well as those responding to the notice provided for in Section 2 of this Article.

Section 5. Employees requesting a promotion shall submit an application and cover letter within five (5) working days of the vacancy posting to the Human Resources Manager.

Section 6. The Employer may promote an internal candidate without conducting an external open competitive recruitment process, if the vacancy is not filled by transfer. The Employer shall consider employee promotion based, in part, on the internal candidate's qualifications, knowledge, skills, abilities, and experience to perform the duties of the vacant position, as well as employee's continuous service date.

Section 7. After five (5) working days from the initial vacancy posting, the Employer may conduct an external open competitive recruitment. The five (5) working day internal posting shall be waived for any twenty (20) hour or less position. When there is an external open competitive recruitment, all employees who have applied for the vacancy, and who meet the minimum job requirements, shall be interviewed with the external candidates.

Section 8. Employees who apply for a vacant position, but are not hired, will be notified prior to any hiring announcement that is sent to all staff. A written notification will be provided to the employee and placed in their personnel file. An employee not promoted or transferred may request a meeting with the manager filling the vacant position to ask what education, training or other skills development might improve their chances of transfer or promotion in the future. The manager will schedule a meeting with the employee within fifteen (15) working days of their request.

Section 9. When making a selection for filling a vacancy, the Employer will decide based upon the qualifications, knowledge, skills, abilities, and experience of the applicant to perform the duties of the vacant position. The Employer is the sole judge in the evaluation of these factors and will not be arbitrary, capricious, or discriminatory in making this determination.

Section 10. If a regular employee transfers or is promoted, he/she shall be evaluated after twenty (20) working days. At that time, the employee or Employer may decide to terminate the transfer/promotion in which case, the employee will return to their previous position.

The twenty (20) working day evaluation period shall begin on the first day the employee is assigned to all or some of new position's responsibilities.

If the employee returns to his/her previous position, he/she shall be treated as if he/she had never moved. During the twenty (20) working day trial period, the employee's previous position shall not be filled or eliminated, however, the Employer may initiate the hiring process during the twenty (20) days.

For promoted employees only, after six (6) months in the new classification, the employee's performance shall be evaluated. If warranted, a merit salary increase shall be awarded. If performance does not warrant a salary increase, no increase shall be awarded and the Employer may institute a work plan for the employee.

ARTICLE 19 - JOB SHARING

Section 1. "Job sharing position" means a full-time position that may be held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works half-time.

Section 2. Job sharing is a voluntary program. Any employees who wish to participate in job sharing may submit a written request to the supervisor to be considered for job share positions. The supervisor shall determine if job sharing is appropriate for a specific position. Where job sharing is determined appropriate, the supervisor agrees to provide written notification to all job share applicants of available job share positions. If a current employee cannot be found to job share a specified position, the Employer shall conduct an external recruitment to fill the job share position.

Section 3. Job sharing employees shall be paid and shall accrue vacation leave, sick leave, and holiday pay based on a prorate of hours worked. Individual salary review dates will be established for job share employees.

Section 4. Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorated of regular hours scheduled per week or per month, whatever is appropriate, dependent upon the provisions of the insurance contract. In any event, the Employer contribution for insurance benefits in a job share position is limited to the composite amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and the full premium amount, based on the employee insurance tier, through payroll deduction.

Section 5. If one job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from the Employer, the remaining employee shall be required to fill the position on a full-time basis until a replacement for the job sharing partner can be hired; otherwise the Executive Director may fill the position with another person.

ARTICLE 20 - EDUCATION, TRAINING AND DEVELOPMENT

For the purpose of this Article, training, in most cases, refers to an activity that is needed to develop or enhance an employee's skill set in order for them to perform their current job. Education is generally a more formal course of instruction not required by the Employer, or mandated by an employee's current job requirements.

Section 1. The Employer may provide professional career development consistent with the needs of clients, programs and the employee's career enhancement within the Agency, as the budget will allow.

Employees may request a meeting with their supervisor to develop a written career-development plan. An employee's request for career-development training and/or education will be based on the plan.

Other trainings not related to the career development plan may be requested by the employee.

The Employer shall make available a location in each Program Area for storing training information the Employer and employees receive which may be of interest to both. Training information that is received electronically can be forwarded to appropriate employees. Individuals receiving training information shall evaluate the information to determine if it is to be shared with others.

Section 2. The Employer will pay incurred tuition/registration and reasonable travel-related expenses, and salary when the Employer directs employees to attend training.

Section 3. Employees may request Employer-paid training and/or education. Such requests will be considered based on the career development plan mutually developed by the employee and his/her supervisor.

The employee and Employer will execute a written agreement that articulates the education to be pursued and the opportunities to be afforded the employee in the workplace to utilize the knowledge, skills, abilities gained through the educational experience. The written agreement shall also include the responsibility of the employer and the employee in terms of payment for that educational experience, including whether and under what circumstances the employee may need to reimburse the employer some or all of the cost of the educational experience.

Consideration shall be given to circumstances that may be beyond either the employee or employers control.

The Employer will make a good faith effort to approve training and education requests on an equitable basis, recognizing funding and staff time constraints.

Employees may be granted time off with pay to take career-related training and/or educational courses.

If requested, the supervisor will provide a written statement explaining why the employee's request for training was denied.

Section 4. The Employer shall make available to any employee upon his/her request, the requirements and/or qualifications for any positions within the Agency.

Section 5. Employees may need training to perform tasks required by the Employer as a result of an involuntary change in assignment or workload. Employees so identified by the Employer shall be afforded an opportunity to participate in career-related training upon approval of the Employer, without loss of pay or benefits.

ARTICLE 21 - PERFORMANCE REVIEWS

Section 1. The appropriate supervisor shall discuss the performance review with the employee. The employee shall sign the performance review and that signature shall only indicate that the employee has read the performance review. A copy shall be provided the employee no later than the completion of the evaluation process.

If there are any changes or recommendations to be made in the performance review after the supervisor has discussed it with the employee, the performance review shall be returned to the supervisor for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on these changes. The employee shall sign the new performance review and that signature shall only indicate that the employee has read the performance review. A copy shall be provided the employee at this time.

All written comments provided by the employee shall be attached to the performance review.

Every employee shall receive a performance review at the end of his/her probationary period, and at least every twelve (12) months from their last review, even if the employee is at the maximum rate for his/her classification.

If an employee has not received their performance review within one (1) month from the time they are due a review, they may request to receive one from their supervisor in writing. The supervisor will complete a review within sixty (60) calendar days from the date of their written request. If the written review has not been completed, the employee may resubmit their request with their supervisor's supervisor.

Section 2. If the Employer decides to change its performance evaluation form it will notify the Union prior to selecting a new form. The Employer agrees to send a copy of any proposed new evaluation form to the Union's local president, prior to the implementation, and to provide the Union an opportunity to comment on the proposed form.

ARTICLE 22 – HOLIDAY COMPENSATION

Section 1. The following shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Afternoon of Christmas Eve	½ day of December 24th
Christmas Day	December 25

Any day designated by the President of the United States or the Governor of the State of Oregon as a holiday.

Section 2. Employees shall be eligible for holiday leave as follows:

- (a) Full-time employees shall be given eight (8) hours compensation each holiday, excluding the afternoon of Christmas Eve, which shall be four (4) hours.
- (b) Part-time employees shall be given holiday pay prorated on the percentage of full-time work. For example, a person working thirty (30) hours per week is working .75 percent of full-time and would therefore earn six (6) hours of holiday pay per holiday ($8 \times .75 = 6$).

Section 3. If a full-time employee or a part-time employee is required to work on a holiday, the employee will earn compensating time off at one-and-a-half (1.5) hours for each full hour worked, per Article 9, Overtime, Section 2 of this Agreement. In addition to the one-and-a-half (1.5) hours of compensatory time off, the employee shall be paid in cash for their unused holiday.

Section 4. Part-time Meal Site Managers, who are unable to use a holiday, because the holiday falls on a day when their meal site is not open, will be compensated for their unused holiday hours during the month that the holiday occurs.

Section 5. If an employee is off on vacation when a holiday occurs, the employee shall receive holiday pay, and the holiday shall not be counted as a vacation day.

Section 6. If the holiday falls on Saturday, the preceding Friday shall be observed as a holiday. In this case, if December 25th is observed on the preceding Friday, December 24th will be observed on the preceding Thursday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday. If December 24th falls on a Saturday or a Sunday, then the holiday will be observed on the preceding Friday afternoon.

Section 7. All employees shall earn two (2) personal days off per fiscal year. Permission to utilize a personal day must be made in advance and be granted in writing. Probationary employees shall accumulate but not take personal days. Personal days may be taken in one-quarter (.25)-hour blocks of time. Personal days may not be carried over into the next fiscal year.

Full-time employees shall be given eight (8) hours compensation for each personal day. Part-time employees shall be given personal day pay prorated on the percentage of full-time work. For example, a person working thirty (30) hours per week is working .75 percent of full-time and would therefore earn six (6) hours of holiday pay per holiday ($8 \times .75 = 6$).

If termination occurs between July and December, the employee will be compensated for only one unused personal day. If termination occurs between January and June, the employee will be compensated for both unused personal days. Unused personal days shall be compensated at a rate equal to the employee's hourly rate at the time of termination.

ARTICLE 23 - VACATION SCHEDULING

Section 1. Rate of vacation accumulation shall be:

0 mos. to 36 mos.	8 hours/month
37 mos. to 72 mos.	10 hours/month
73 mos. to 144 mos.	14 hours/month
145 mos. and above	16 hours/month

An employee shall earn vacation leave, except that while on leave without pay status, Article 25 – Leave of Absence, Section 5, shall prevail. Leave without pay status is any authorized absence from the Employer during which time the employee is not being paid a wage (e.g., extended sick leave).

Section 2. Employees shall be eligible for vacation leave as follows:

- (a) Full-time employees shall earn vacation leave according to the schedule specified in Section 1 of this Article above.
- (b) Part-time employees shall earn vacation leave on a prorated basis.
- (c) Probationary employees shall earn vacation leave but not be eligible to use vacation leave during their probationary period. If any employee terminates during his/her probationary employment, the employee shall not receive payment for accumulated leave.

Section 3. In the event of the employee's termination or layoff, all unused vacation leave accumulated by the employee shall be paid for in cash at the employee's current salary. If less than a two (2) weeks' written notice is given, only overtime compensation shall be paid. If an employee dies, his/her estate will be paid the cash equivalent of accumulated vacation leave.

Section 4. On January 1st of each year, an employee's maximum beginning vacation balance may be no more than three hundred (300) hours. Any accrued vacation hours over the three hundred (300) maximum beginning balance on December 31 of each year shall be added to the employee's sick leave balance.

Section 5.

- (a) **Once a Year, Annual, Priority Vacation Requests:** A vacation priority request for the year February 1 through January 31 will be arranged in January of each year. For those requests returned by January 31, the following procedure will apply:

Subject to the staffing requirements of the Employer, vacation shall be scheduled at the request of the employee. In the event that more than one (1) employee has requested the same vacation period off and the workload does not permit all employees to have that period off, the employees will attempt to work the scheduling conflict out amongst themselves. If the employees cannot resolve the scheduling conflict, the senior employee(s) shall have his/her choice of vacation; provided however, that each employee may only exercise his/her seniority for vacation bidding once per calendar year, for a single block of time-off.

- (b) Other Vacation Requests: For all non-priority vacation requests January 31, the following procedure will apply:

Requests for vacation leave shall be made at least ten (10) working days prior to the starting date of the vacation leave. An employee shall be allowed to request leaves of less than one (1) week in length, with approval of his/her supervisor, with less than ten (10) working days notice. An employee may be denied the requested leave dates if it would cause an unusual disruption of work. All vacation leave shall be taken in blocks of at least one-quarter (1/4) hour.

Section 6. Upon approval of the program director, an employee may elect to pre-pay up to forty (40) hours of vacation leave. The employee shall make a one-time election in December for the next calendar year of the number of hours. All hours shall be pre-paid through payroll deduction prior to using the vacation leave. The value of any unused prepaid leave shall be included in the year-end paycheck.

Section 7. An employee may make a request to cash out up to twenty-five percent (25%) of the dollar value of his/her vacation leave balance at the time of cash out, but no less than five (5) hours. The employee may cash out no more than two (2) times per calendar year, but not within the same month. The balance of vacation hours shall be adjusted based on the employee's current rate of pay.

Section 8. In situations involving the transferring (in or out) of employees, both parties mutually agree to negotiate how the transferred (in or out) leave will be treated, prior to the transfer taking place.

ARTICLE 24 - SICK LEAVE

Section 1. All newly hired full-time employees shall receive forty-eight (48) hours of sick leave, effective their first day of employment. Newly hired part-time employees shall receive sick leave at a rate proportionate to that earned by a full-time employee, effective their first day of employment.

After six (6) months of continuous employment, all full-time employees shall earn sick leave at the rate of eight (8) hours for each continuous month of service. Part-time employees shall earn sick leave at a rate proportionate to that earned by a full-time employee.

Section 2.

- (a) If a supervisor feels an employee is too ill to work, he/she may require the employee to not report to work or leave the workplace.

If the employee feels he/she is well enough to work without endangering the public or fellow employees, he/she may seek a medical opinion within twenty-four (24) hours from a licensed healthcare provider selected by the employee. If the employee is given a clean bill of health, the employee may return to work, and will be paid regular time, and not be required to use sick leave or unpaid leave for this absence. The Employer will pay any employee expense not covered by health insurance for such an examination.

- (b) Pursuant to the Employer's Mental Health Evaluation policy, should the Executive Director or his/her designee relieve an employee of his/her duties, the employee may be placed on administrative leave with pay or reassigned to other duties. Subsequent to a mental health evaluation, should continued leave be determined necessary, such leave may be a combination of administrative leave with pay and sick leave. Should a long-term absence from work result from the evaluation, leave without pay may be granted upon exhaustion of accrued sick leave. The Employer shall pay any employee expense not covered by health insurance for such a mental health evaluation. It is not the intent of the parties to waive any of the provisions of the Employer's Mental Health Evaluation policy.

Section 3. Both regular and probationary employees may use their allowance of sick leave when unable to perform their work duties by reason of illness or injury; mental health counseling or treatment by a certified or licensed practitioner; necessity for medical or dental care; exposure to contagious disease under circumstances by which the health of the other employees or the public would be endangered by the employee's attendance; or for medical care, illness, or death of an individual to whom the employee is related either by blood, marriage, adoption, legal guardianship, or qualifying domestic partnership. Certification of an attending physician or practitioner may be required by the Employer to support the employee's claim for sick leave, if the employee is absent in excess of five (5) working days.

- (a) Minimum Time: Sick leave shall be utilized in one-quarter (1/4) hour blocks of time.
- (b) During Other Leave: If a person is sick during another paid leave, excluding all holidays except personal days, he/she may claim sick leave and save the other paid leave for later use. In this event the employee must notify the Employer as soon as possible in writing of this change in leave.
- (c) Notification: An employee who is ill and unable to report for work shall make a reasonable effort to notify his/her immediate supervisor within at least thirty (30) minutes of reporting time. A person on sick leave must notify the Employer on a daily basis of his/her estimated date of return. If it is known in advance that the sick leave will last more than a week, notification need occur only once a week.
- (d) Return From Sick Leave: Upon return from sick leave, the employee must accurately fill out the appropriate sick leave form.

Section 4. Sick leave is provided by the Employer in the nature of insurance against loss of income due to illness. No compensation for accrued sick leave will be allowed for an employee when separated from service.

Section 5. Upon retirement, the Employer shall report to the Public Employees Retirement System the total number of unused sick leave days accumulated by the employee. The value of

one-half (1/2) of said days shall be used in determining the final average salary as provided by law.

Section 6. After one (1) year of continuous employment and after all other leaves have been exhausted, an employee can access up to two (2) weeks of unaccumulated sick leave. Unaccumulated sick leave may only be drawn once by the employee until it has been repaid, unless authorized by the Executive Director as a "special exception".

When unearned sick leave has been utilized, the employee must sign a statement acknowledging that he/she has incurred a debt to the agency and that if employment is terminated while still owing the Employer sick leave hours, the employee's final paycheck will be deducted the amount owed. If there is no final paycheck, the employee will be solely responsible for repayment to the Employer. The lack of a signed statement does not release the employee of this obligation. An employee may pay back the sick leave deficit with vacation leave if he/she so desires.

The Employer may grant sick leave without pay to any employee upon request if he/she does not have any accumulated leave.

Section 7. An employee unable to report to work due to reasons as defined in Section 3 of this Article, may voluntarily work at home, in lieu of using sick leave, with prior supervisory approval and oversight. A written understanding of the work to be accomplished at home and the amount of time to be credited for this work, shall be signed by the supervisor and employee. Failure to develop such a written agreement shall mean that working at home in lieu of taking sick leave shall not be initiated or credited. Further, an employee working at home must comply with the overtime provisions of the law and this Agreement.

In the event an employee is unable to accomplish the work at home due to his/her illness, the employee shall use his/her sick leave. If a supervisor denies an employee the right to work at home in lieu of using sick leave, the employee may appeal the denial to the next level of supervision. Should the employee choose to file a grievance on this matter, the employee must have appealed to the next level of supervision prior to following the grievance process.

ARTICLE 25 - LEAVES OF ABSENCE

Section 1. Employees may request leave of absence with pay. Leave of absence with pay shall be granted when a request by the employee is submitted and approved by the supervisor prior to the beginning of the leave period. Each request will be considered and judged on its own merits.

- (a) Compassionate Leave: A maximum of three (3) days paid leave, or a prorated amount for part-time employees, shall be granted in the event of terminal illness or death of an individual within an employee's immediate family. An additional two (2) days paid leave shall be granted if travel of one hundred fifty (150) or more miles one way is required for this purpose.

The immediate family shall consist of the employee's relatives and in-laws, legal and/or biological parents of the employee's minor child/children, or permanent members of the employee's household. Immediate family also includes domestic partner and the equivalent family relations, for employees who are in a qualifying domestic partner relationship pursuant to the agency's health insurance coverage.

- (b) Witness or Jury Duty: Employees required to serve as juror, or as a witness in a work-related case, in a court of competent jurisdiction shall be paid their regular pay less any fees paid to them as a result of their appearance. Employees will report to work when less than a normal workday is required for such duty.

Section 2. A regular employee may be granted a leave of absence without pay for up to one (1) year when approved by his/her supervisor. The employee, when making this request, shall meet with the supervisor to discuss accomplishment of the employee's workload. A request shall not be denied except due to workload constraints. An employee's position will be held open until the ending time stated in the leave request, after which reinstatement is dependent upon the availability of the position for which the returning employee is qualified. Request for a leave of absence must be in writing, stating the beginning and ending time of the leave. If an employee feels a request for leave of absence without pay has been unreasonably denied, the employee may appeal the decision to the next immediate supervisor.

Section 3.

- (a) The Employer will comply with the minimal provisions of ORS 659A.150 to 659A.186 (Family Leave).
- (b) The Employer will implement and comply with the provisions of the federal and state Family Medical Leave Act for all members of the bargaining unit who qualify for and request leave under the Act.
- (c) In those instances in which the statute allows the Employer choices in (a) and (b) herein, the Employer shall retain the right to exercise those choices.

Section 4. The Employer will comply with applicable federal and state laws regarding military leave.

Section 5. If an employee is on leave of absence without pay, he/she will have sick leave and vacation accruals prorated for actual days worked in that month.

ARTICLE 26 – DRUG AND ALCOHOL

Employees will follow the terms and conditions of the Agency's Drug and Alcohol policy. The Employer agrees to the following declaration of intent as to the application of that policy to the Union and its members:

- (a) Supervisors will advise employees that they may request a steward or Union officer be present as an observer during the testing process if a steward or Union Officer is available and can be present without delay to the testing process.
- (b) Employees will be required to consult with their pharmacist or health care provider if they reasonably believe that a prescription or non-prescription drug could impair their ability to perform their essential job functions. If there are any such side effects, the employee is required to notify their supervisor or Human Resources prior to reporting for work, working, or continuing to work.

Employees are not required to tell their supervisor, the name of the prescription or non-prescription drug; only the effect of the drug that may impair the employee's ability to perform their essential job functions.

- (c) The Employer will offer the same training to Union stewards and officers as provided to managers in the implementation and application of the Drug and Alcohol policy.
- (d) The Union or individual employees may grieve if they believe that they were tested without reasonable suspicion and/or without cause.
- (e) Testing procedures for employees will be governed by the same standards that apply to CDL drivers under federal law. These standards include, but are not limited to, standards governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.
- (f) The Agency will contract with an independent laboratory for drug testing. Alcohol tests will be conducted by use of a Breathalyzer.
- (g) Post-Accident Testing - Employees may be tested following a work-related accident resulting in a fatality, bodily injury to any person requiring medical treatment away from the scene, property damage, or if the Employer feels there is reasonable suspicion.

ARTICLE 27 – WAGES

Section 1. Effective November 1, 2015 through October 30, 2016, employees shall be paid according to the salary schedule in Appendix A attached and made a part of this Agreement. Appendix A reflects a 2% Cost of Living adjustment for all classifications, excluding Case Managers, Lead Case Managers, and Adult Protective Service Specialists.

Case Managers and Lead Case Managers shall receive a one-time payment of one-thousand dollars (\$1000), and Adult Protective Service Specialists shall receive a one-time payment of one-thousand two hundred dollars (\$1200).

Section 2. Effective November 1, 2016, employees shall receive a 2% Cost of Living adjustment.

Section 3. Multilingual Differential. A differential of one hundred twenty-five dollars (\$125) over the monthly base rate will be paid to positions which specifically require multilingual skills (i.e. translation to and from English to another language or use of ASL) as a condition of employment. The interpretation and translation skills must be assigned and contained in an employee's individual position description. In order to receive the differential, the employee must be fluent in the second language.

New hires with multilingual skills must pass a proficiency test in speaking, translating, or writing that particular language. Upon successful completion they will receive that differential.

ARTICLE 28 - FUNDING

The parties recognize that revenue needed to fund compensation provided by this Agreement must be approved by established budget procedures, and in certain circumstances, by the acquisition of grants, local contributions or fees for service.

All such compensation is therefore contingent upon sources of revenue. The Employer will not reduce the compensation specified in the Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by the Agreement. The Employer agrees to include in its budget request amounts sufficient to fund the compensation provided in the Agreement, but makes no guarantee as to passage of such budget requests or acquisition of the necessary grants, local contributions or fees for service.

ARTICLE 29 - RETIREMENT

The Employer will pay the Employer and employee contribution necessary for participation in the Oregon Public Employees Retirement System and the Oregon Public Service Retirement Plan for all eligible employees.

ARTICLE 30 - SALARY ADMINISTRATION

Section 1. Each new employee shall receive a one (1)-step salary increase after successfully completing the probationary period indicated in Article 15, Probationary Period, and annually thereafter, as provided for in Section 6 of this Article.

Section 2. Employees who begin work prior to the sixteenth (16th) day of the month shall have a continuous service date of the first calendar day of that month. Employees who begin work after the fifteenth (15th), shall have a continuous service date of the first calendar day of the next month.

Section 3. When an employee is promoted, he/she will receive a pay increase to the first step of the new range at or above his/her current salary. If a promoted employee's prior anniversary date falls within the first six (6) months in the new position, the employee shall be eligible for a step increase on that date if, as a result of the promotion, the employee's new salary is less than what the employee would have received had he/she not been promoted and had received a merit salary increase in the previous salary range. After six (6) months in the new position the employee shall be eligible for a step increase to the next step in the new salary range and a new anniversary date shall be established on that date.

Section 4. In cases where an employee is temporarily working in a position in a higher classification for periods in excess of ten (10) working days in any ninety (90) calendar day period, such employee shall receive compensation at a rate of one (1) step higher in the same classification. If that step is not within the range of the higher classification, the employee shall be compensated at step 1 of the higher salary range. If the employee is at the top step in his/her current salary range, the employee shall be compensated at five percent (5%) above his/her current salary. Such compensation shall be for all hours of work at a higher classification beginning from the first day of the assignment for the full period of the assignment. A temporary assignment shall be defined as a period not to exceed one hundred eighty (180) days, unless there is a mutual written agreement between the Employer and the Union to continue the temporary assignment.

Section 5. All employees shall be paid no later than the last working day of the month, except in cases outside the control of the Employer.

Section 6.

- (a) Employees shall be granted an annual step increase on their anniversary date if the employee is not at the top step of the salary range of their classification, and provided the employee's performance is not below the minimum acceptable level as reflected in their performance evaluation. Employees whose performance is below the acceptable minimum level shall not receive an increase. An employee shall be eligible for an annual increase until he/she reaches the top step in his/her salary range.
- (b) An employee who has received a promotion shall be eligible for an increase under Section 3 of this Article and annually thereafter until he/she reaches the top step in his/her salary range.
- (c) When the progress or performance of an employee who has not reached the top step in his/her salary range has been outstanding, he/she may be recommended for additional increases for his/her class of work. Such increases will not affect his/her salary review date.

ARTICLE 31 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

Section 1.

- (a) Each position shall be assigned to the appropriate classification on the basis of its authorities, responsibilities, and duties. The Employer shall maintain written specifications and position descriptions for each classification within the service. Position descriptions shall include class title, salary range, a description of duties and responsibilities, and a statement of qualifications necessary to perform the work.
- (b) Whenever a reclassification of a position is being considered, the employee's opinions will be solicited prior to a decision being made.
- (c) The Employer shall present all new classifications or reclassifications to the Union at least thirty (30) working days prior to presentation to the Employer's governing board for adoption. The Union shall have fifteen (15) working days to request to bargain the salary of the reclassification or new classification. If the Union requests to bargain the salary, Board action to adopt will be deferred until bargaining is completed. The Employer and the Union may mutually agree to waive timelines.
- (d) Any employee may submit a request for reclassification upward to the immediate supervisor with a copy to the Human Resources Manager for review and recommendation to the Executive Director. When the Executive Director finds that the duties are such that the current allocation of a position is no longer correct, the Executive Director shall reclassify the position to an appropriate classification.
- (e) Human Resources shall have ninety (90) days from the date a request for reclassification is received to make a recommendation to the Executive Director.

If Human Resources determines that the reclassification request results in a new classification, a recommendation to the Executive Director will be made within the ninety (90) day timeframe, after which Section 1(c) of this Article shall be in effect.

If additional time is needed to make a recommendation to the Executive Director, the Union and the Employer may mutually agree to extend the ninety (90) days. If the reclassification request is denied, the employee will be notified in writing.

- (f) If a reclassification is denied, the employee will have fifteen (15) working days to request a reconsideration of that decision and provide additional information. A meeting with the employee, their Union representative, the Human Resources Manager, and the Deputy Director will be held to discuss the request for reconsideration within thirty (30) days. The Deputy Director will make a recommendation to the Executive Director. The decision from the Executive Director will be final and binding. The final decision will be provided to the Employee in writing within thirty (30) days.

Section 2. When a position is reclassified upward, the incumbent shall be continued in that position if the major duties and responsibilities of the position remain substantially the same, and/or if the knowledge, skills, and abilities required remain substantially the same as those previously required.

If the incumbent is retained, he/she shall be:

- (a) Advanced to the new classification at a step which is immediately higher than his/her previous salary rate in the old range.
- (b) Placed on probation to the position. Upon satisfactory completion of the six (6) month probationary period, the employee will be eligible to proceed to the next step of the range.
- (c) Given a new anniversary date, which shall be the first (1st) of the month after completion of the probationary period in the reclassified position.

Section 3.

- (a) The Employer shall, sixty (60) days in advance of a reclassification downward of any position, notify the employee in writing of the action and the specific reasons.
- (b) When an employee's position has been reclassified to a lower classification, his/her salary rate shall remain the same as long as the rate is within the salary range of the lower classification. If the employee's salary rate is not within the lower salary range, the employee's salary shall remain frozen until the new range reaches his/her pay level.
- (c) Employees who are reclassified downward will be eligible to apply for reemployment to the classification from which they were reclassified downward if the previous classification still exists or is recreated, when a vacancy occurs.

ARTICLE 32 – INSURANCE

Section 1. The Employer will make available an insurance program(s) to eligible employees and their eligible dependents. Specific benefits shall change periodically depending on availability and cost. Employee input will be sought when existing benefits must change. Current benefits shall be described in a separate Employees Insurance Benefits Policy, which will be made available to all employees. These benefits must include medical, prescription, dental, and vision. They may include additional benefits, such as, but not limited to, life, long-term disability, short-term disability, and alternative care.

Section 2. Employees working on a regular basis, for at least thirty (30) hours per week shall be eligible for insurance benefits.

Section 3. By January 5, 2016, the Employer will pay one-hundred percent (100%) of the employee's premium towards a High Deductible Health Plan (HDHP). For employees eligible for a Health Savings Account (HSA), in accordance with I.R.C. 223-HSAs, the Employer will contribute \$1,100 for employees selecting coverage as a single employee; or, \$2,000 for employees selecting coverage as a two-party/family.

By October 5, 2016, the Employer will contribute \$450 for employees selecting coverage as a single employee, and \$750 for employees selecting coverage as a two-party/family into an HSA.

By January 5, 2017, the Employer will pay one-hundred percent (100%) of the employee's premium towards a High Deductible Health Plan (HDHP). For employees eligible for a Health Savings Account (HSA), in accordance with I.R.C. 223-HSAs, the Employer will contribute \$1000 for employees selecting coverage as a single employee; or, \$2,000 for employees selecting coverage as a two-party/family.

By October 5, 2017, the Employer will contribute \$300 for employees selecting coverage as a single employee, and \$400 for employees selecting coverage as a two-party/family into an HSA.

Probationary employees who are eligible for an HSA, as stated above, shall have their contributions pro-rated, based on the remaining months in that calendar year from the date their insurance becomes effective, after they have successfully completed their probationary period.

The Employer shall contribute \$300 annually into a Flex Spending Account (FSA) in accordance with I.R.C. 125(i) for Employees who do not have the option of participating in an HSA.

Section 4. The Employer and the Union will form a joint committee for the purpose of identifying, investigating, and recommending options for health insurance benefits.

- (a) The Health Insurance Committee (HIC) shall be composed of eight (8) members: four (4) representing management of the COG, and four (4) representing the Union. Each party shall select its own representatives in accordance with committee by-laws. The Human Resources Manager and the SEIU Staff Organizer shall be ex-officio members of the HIC.
- (b) The HIC activities shall be consistent with this mission and charge:
 - 1. Using a long-range global perspective, the OCWCOG Health Insurance Committee is charged to gather information and review options that will enable the Employer to offer the best possible insurance package for employees. Within this context, the committee will make every effort to acknowledge and reflect the diverse insurance needs of the various populations represented in the different agency divisions and work locations.
 - 2. To accomplish this charge the HIC shall operate within the currently adopted bylaws.
- (c) The HIC shall make advisory recommendations according to Appendix C of this Agreement by May 1st of each calendar year. The parameters of the HIC shall be as follows:

1. Based on current insurance information, it may be necessary to have no "opt-outs" for employees and their dependents. However, the HIC will be responsible for researching the best plan for employees. It will be acceptable if an appropriate and affordable plan that allows "opt-outs" can be found.
 2. When comparing the analysis and presentation of potential plans, the HIC will use composite rates.
 3. If the HIC recommends a plan that will not allow for life and disability coverage, the HIC will research options for affordable voluntary products.
- (d) Regularly scheduled meetings shall be on release time, including travel time that occurs during the regularly scheduled workday.

Committee members will be allowed up to two (2) hours a month, outside of regular committee meetings, on agency time to prepare for meetings. Such time shall be arranged with the committee member's immediate supervisor.

If extra time is needed to conduct research assigned by the committee, the employee shall meet with their supervisor to discuss additional time expectations, and to work out a mutually acceptable plan for work coverage. This meeting will be held prior to the expenditure of the additional work time. This research will be done on agency time.

Section 5. Employees on leaves of absence with pay will have their insurance benefits continued as though the leave had not occurred. The Employer will make its share of the premium payment. The employee's share will be deducted from his/her pay.

An employee on leave of absence without pay may continue insurance coverage as required, consistent with COBRA law. The employee will be responsible for providing the Employer with the full premium amount twenty (20) calendar days prior to the first of each month for which coverage is requested. The Employer will not contribute towards the premium.

An employee on leave of absence without pay for reason of illness, injury, or disability may request in writing continuing insurance consistent with OFLA and FMLA and other applicable laws. The Employer will contribute its share as described in this contract towards payment of the premium. The employee will be responsible for providing the Employer with any amount of premium not covered by the Employer. Payment to the Employer must be received twenty (20) calendar days in advance of the first of the month for which coverage is requested. If the employee chooses not to return to work, he/she may be responsible to repay the employer's share consistent with OFLA and FMLA and other applicable laws.

ARTICLE 33 - MILEAGE/EXPENSE ALLOWANCE

An employee authorized and directed to utilize his/her vehicle in the performance of official duties shall be compensated in an amount equal to the current fiscal year's standard IRS rate but not less than twenty-five cents (\$0.25) per mile. Subsistence allowance for authorized official overnight trips will be compensated on the basis of reasonable actual expenses upon submission of receipts for said expenditures.

Statements for compensation under this Article shall show the respective dates upon which expense was incurred including the number of miles actually traveled and the actual subsistence

expense incurred. Statements for compensation shall be approved by the supervisor prior to submittal for reimbursement.

ARTICLE 34 - LONGEVITY BONUS

Section 1. Upon completion of seven (7) years of service with the Employer, an employee shall receive one additional personal holiday, per Article 22, Section 7 of this Agreement

Section 2. Upon completion of ten (10) years of service with the Employer, an employee shall receive a one-time bonus of \$500.00.

Section 3. Upon completion of fifteen (15) years of service with the Employer, an employee shall receive one additional personal holiday, per Article 22, Section 7 of this Agreement.

Section 4. Upon completion of twenty (20) years of service with the Employer, an employee shall receive a one-time bonus of \$1,000.00.

Section 5. Upon completion of twenty-five (25) years of service with the Employer, an employee shall receive a one-time bonus of \$1,250.00.

Section 6. Upon completion of thirty (30) years of service with the Employer, an employee shall receive a one-time bonus of \$1,500.00.

ARTICLE 35 - INCENTIVE PROGRAMS

Section 1. Incentive programs can be proposed at any time by the Union or the Employer with written notification to the other party.

Section 2. Upon mutual agreement to proceed, a work group, mutually agreed upon by the parties, shall utilize appropriate training on developing and implementing incentive programs prior to developing any incentive program.

Section 3. Clear objectives/outcomes to be achieved shall be set by the initiating work group.

Section 4. The work group shall establish realistic and achievable rewards that are both financially and motivationally appropriate.

Section 5. Prior to implementation of an incentive program, a copy of the program's plan/proposal shall be provided to the Union/ Employer for review and comment by Oregon Cascades West Council of Governments Union Local Officers and/or their Union representative and appropriate Oregon Cascades West Council of Governments representatives.

Section 6. Prior to implementation of an incentive program, a finalized draft of the incentive program plan/proposal shall be given to the Union and the appropriate advisory board for approval.

Section 7. Upon approval by the Union and the appropriate advisory board, a finalized draft of the incentive program plan/proposal shall be provided to the Oregon Cascades West Council of Governments Board of Directors for adoption and implementation.

Section 8. Any current incentive programs developed under the 1996 Collective Bargaining Agreement shall continue in force.

ARTICLE 36 - HEALTH AND SAFETY

Section 1. All employees shall be provided with a safe and healthy work place. The Employer shall make reasonable provisions to ensure that work places are free from abusive/intrusive elements and health hazards. The parties agree that this is a joint responsibility. The Employer will develop and implement an ongoing health and safety education program for all employees. These programs will be conducted at periodic employee meetings.

The employee will report in writing all health and safety problems to his/her immediate supervisor in a timely manner. The immediate supervisor will resolve the problem within ten (10) working days or refer it to the Human Resources Manager for resolution. Written notice of such resolution or referral will be given to the employee. The Human Resources Manager will have ten (10) working days to resolve the problem and/or respond to the employee. If the problem is not resolved to the employee's satisfaction, the employee may file a grievance at Step 3 in accordance with Article 13 – Grievance and Arbitration Procedure.

Section 2. The Employer will consider health and safety factors related to all equipment purchased. Persons responsible for purchasing decisions will utilize appropriate health/safety/ergonomic guidelines whenever feasible.

Section 3. There shall be a Safety Committee comprised of equal numbers of management and represented staff members. The Committee shall operate according to state and federal requirements. The Employer and the Union shall each name their own members to the Committee.

Section 4. The Employer shall allocate funding, as available, to the Agency's Health and Wellness Committee in order to sponsor health and wellness activities and provide educational material for staff.

ARTICLE 37 - AGENCY COMMUNICATION

A. Labor Management Advisory Committee (LMAC)

Section 1. The parties jointly agree that an effective cooperative relationship requires trust, commitment, and open channels of communication; therefore, the parties agree to establish a Labor Management Advisory Committee (LMAC).

The Committee shall be authorized to advise the Employer and the Union to address issues of mutual interest.

The purpose of the Committee shall be to:

- a. Seek mutual respect and understanding between the parties;
- b. Solve problems in the best interest of the members, the clients, and the staff;
- c. Provide a venue for cooperative labor/management discussions and relations;
- d. Strengthen all employees' ability to participate in collaborative problem solving;
- e. Promote participation in decision making.

Section 2. The Committee shall be composed of eight (8) members: four (4) representing management of the COG, and four (4) representing the Union. Each party shall select its own representatives in accordance with committee by-laws. The SEIU Staff Organizer shall be an ex-officio member of the LMAC. The Human Resources Manager shall serve as a permanent member, representing management, on the committee.

Section 3. Decisions shall be made by consensus. The LMAC shall determine ground rules, and the protocol to be used for reaching consensus.

Section 4. The LMAC shall meet at least quarterly. Additional meetings may be held as needed, if agreed upon by consensus.

Section 5. The LMAC shall develop operational guidelines. These operational guidelines shall include, but not be limited to: facilitation and recordkeeping; how issues are to be brought to the committee; how issues will be taken up by the committee; agenda development; term limits and length of terms; quorum; and, how non-committee members will participate.

Section 6. Regularly scheduled LMAC meetings shall be on release time, including travel time that occurs during the regularly scheduled workday.

LMAC members will be allowed up to two (2) hours a month, outside of regular committee meetings, on agency time to prepare for meetings. Such time shall be arranged with the LMAC member's immediate supervisor.

If extra time is needed to conduct research assigned by the LMAC, the employee shall meet with their supervisor to discuss additional time expectations, and to work out a mutually acceptable plan for work coverage. This meeting will be held prior to the expenditure of the additional work time. This research will be done on agency time.

Section 7. The LMAC is specifically prohibited from adjusting grievances. It is also prohibited from making changes or adding to the Collective Bargaining Agreement or waiving any of its provisions.

B. Participatory Decision Making (PDM)

The Agency culture emphasizes involving employees in decisions that affect them and their work units. This culture is reflected in the Agency PDM process and implemented through the PDM Handbook. A team of the Union's Local officers, the assigned Union staff, and appropriate management, may meet periodically to review and make revisions to the process.

ARTICLE 38 – OUTSIDE EMPLOYMENT

Employees shall discuss with their supervisor any outside work (compensated or non-compensated), which will involve COG members and/or clients, or businesses that the COG contracts with.

Employees engaged in work outside the COG shall not:

- (a) Engage in work that competes with a service offered by COG;
- (b) Use COG time, contacts, or resources to conduct work for another employer;
- (c) Detract from their efficiency as a COG employee; and,

(d) Discredit the COG.

ARTICLE 39 - ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all of the rights and obligations of the parties. All prior agreements, conditions, practices, customs, usages, and obligations are completely superseded and revoked insofar as any such prior agreement, condition, practice, custom, usage, or obligation is not contained and expressed in the Agreement. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section 2. No employee shall suffer a reduction in wages or related economic benefits as a result of the signing of this Agreement, except as specifically indicated in the Agreement.

ARTICLE 40 - SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, federal or state law, or upon the mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision.

Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof. All other provisions of the Agreement will remain in full force and effect.

ARTICLE 41 - RECORDED CALLS

In an effort to provide better quality assurance, training, client dispute resolution and additional backup documentation, the recording of telephone calls may be implemented. The calls to be recorded are those which originate through the Automated Call Distribution (ACD) system. All call recordings will comply with all state and federal laws, including notification requirements.

Prior to implementation of recorded calls, the Employer shall provide a ten (10) working day written notification to the affected work unit employees.

Personal incoming and outgoing calls from individual staff direct dial phone lines will not be recorded. The call recording feature is tied to the individual's queue group extension, which is used to log onto the ACD system. Only calls made or received through the ACD system will be recorded.

Call recordings are not intended to be public record per applicable sections of ORS 192.501 and ORS 192.502. Recording retention will be for a twenty-four (24) month period.

Management and designated lead workers may access recordings only for legitimate business purposes. Recordings used for group internal training purposes will require written approval by the recorded employee.

Recordings may be used for performance measures and/or disciplinary action and may be accessed by management conducting a workplace investigation to substantiate or refute any allegations concerning illegal activity, or violation of agency policy, behavior expectations, and/or work unit norms, subject to the just cause, grievance arbitration and other applicable provisions of the collective bargaining agreement.

ARTICLE 42 - TERM OF AGREEMENT

This Agreement shall become effective upon signing by the parties and shall remain in full force and effect through October 31, 2017. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than April 1 prior to the expiration date of a desire to terminate and/or modify the Agreement.

FOR THE SERVICE EMPLOYEES
INTERNATIONAL UNION LOCAL 503
OREGON PUBLIC EMPLOYEES UNION

djohn 2/23/16
Dawn John DATE
Bargaining Team Chair

Laura South 2/23/16
Laura South DATE
Bargaining Team Member

Mandi Craig 2/23/16
Mandi Craig DATE
Bargaining Team Member

Andrea Smith 2/23/16
Andrea Smith DATE
Bargaining Team Member

Rodney Gilmore 2/23/16
Rodney Gilmore DATE
Bargaining Team Member

Sherry Kroll 2/23/16
Sherry Kroll DATE
Bargaining Team Member

Heather Conroy 4-29-16
Heather Conroy DATE
SEIU Local 503, OPEU Executive Director

Shawna Schaeffer 5/6/16
Shawna Schaeffer DATE
SEIU Local 503, OPEU Negotiator

FOR THE OREGON CASCADES
WEST COUNCIL OF GOVERNMENTS

Fred Abousleman 5/10/16
Fred Abousleman DATE
Executive Director

Sharon Konopa
Sharon Konopa DATE
Board Chair

LETTER OF AGREEMENT
Telecommuting and/or Teleworking

This Agreement is between the Oregon Cascades West Council of Governments (Employer), and the SEIU Local 503, OPEU (Union).

Both Parties agree that business expectations are changing and evolving and support the exploration of technology in the workplace through telecommuting and/or teleworking arrangements.

Because of the work force and workplace ramifications, the Parties agree to use the OCWCOG Labor Management Advisory Committee (LMAC) forum to meet and discuss the feasibility, costs, benefits, risks, and positions that may lend themselves to regular or occasional telecommuting and/or teleworking opportunities.

If the LMAC finds it feasible to implement telecommuting and/or teleworking, the LMAC will make a recommendation following their normal course as established by the LMAC's ground rules and procedures, with the understanding that their findings and a recommendation will be submitted to the Executive Director no later than October 31, 2016 (unless extended upon mutual agreement between the Union and the Employer). The Executive Director will provide a written response to the LMAC regarding their recommendation no later than thirty (30) days after receiving it.

The Employer will review the findings and develop a plan and timeframe for implementation.

This Letter of Agreement is effective upon signature below and shall expire on October 31, 2017.

CWCOG REPRESENTED STAFF

Effective 11/1/2015-10/31/2016

(Includes a COLA of 2%)

		1	2	3	4	5	6	7
Meal Site Manager	Hourly	13.49	14.19	14.87	15.66	16.38	17.21	18.08
Clerical Assistant	<i>Hourly</i>	11.88	12.51	13.14	13.76	14.46	15.20	15.96
	<i>Monthly</i>	2060	2166	2276	2387	2508	2634	2767
	<i>Annually</i>	24728	26004	27308	28644	30085	31616	33204
Clerical Specialist	<i>Hourly</i>	14.13	14.80	15.56	16.37	17.16	18.02	18.93
	<i>Monthly</i>	2449	2566	2697	2836	2973	3124	3282
	<i>Annually</i>	29380	30805	32365	34030	35682	37497	39372
Transp. Brokerage Specialist	Hourly	14.39	15.14	15.86	16.67	17.50	18.36	19.27
	<i>Monthly</i>	2495	2619	2751	2888	3032	3183	3341
	<i>Annually</i>	29934	31420	32996	34645	36401	38203	40093
Planning Technician	Hourly	14.73	15.44	16.24	17.03	17.89	18.78	19.72
	<i>Monthly</i>	2554	2676	2815	2953	3102	3256	3420
	<i>Annually</i>	30640	32124	33774	35440	37213	39072	41038
Lead Trans Brokerage Spec.	Hourly	15.10	15.89	16.67	17.48	18.39	19.28	20.24
	<i>Monthly</i>	2619	2751	2888	3032	3183	3341	3508
	<i>Annually</i>	31420	33000	34649	36396	38197	40096	42092
Senior Meals Coordinator	Hourly	15.10	15.89	16.67	17.48	18.39	19.28	20.24
	<i>Monthly</i>	2619	2751	2888	3032	3183	3341	3508
	<i>Annually</i>	31420	33000	34649	36396	38197	40096	42092
Administrative Assistant	Hourly	15.35	16.14	16.93	17.78	18.67	19.60	20.59
	<i>Monthly</i>	2662	2797	2936	3081	3236	3397	3570
	<i>Annually</i>	31945	33551	35231	36971	38831	40767	42838
In-Home Assistant	Hourly	15.37	16.14	16.93	17.78	18.67	19.60	20.59
	<i>Monthly</i>	2662	2797	2936	3081	3236	3397	3570
	<i>Annually</i>	31945	33551	35231	36971	38831	40767	42838
Medical Resource Worker	Hourly	16.14	16.93	17.78	18.67	19.60	20.59	21.61
	<i>Monthly</i>	2797	2936	3081	3236	3397	3570	3744
	<i>Annually</i>	33551	35231	36971	38831	40767	42838	44939
Accounting Clerk II	Hourly	16.93	17.78	18.68	19.60	20.59	21.62	22.70
	<i>Monthly</i>	2936	3081	3237	3397	3569	3747	3933
	<i>Annually</i>	35231	36971	38848	40767	42824	44969	47205
Executive Assistant	Hourly	17.05	17.91	18.81	19.73	20.72	21.78	22.84
	<i>Monthly</i>	2955	3105	3260	3422	3591	3774	3959
	<i>Annually</i>	35471	37258	39118	41067	43094	45285	47503
Facilities Maintenance Coord	Hourly	17.50	18.37	19.31	20.26	21.30	22.34	23.45
	<i>Monthly</i>	3035	3186	3346	3512	3688	3874	4066
	<i>Annually</i>	36417	38233	40136	42148	44263	46469	48796

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
ADRC Specialist I	<i>Hourly</i>	17.71	18.60	19.54	20.53	21.54	22.57	23.76
	<i>Monthly</i>	3070	3224	3385	3558	3731	3914	4116
	<i>Annually</i>	36836	38697	40618	42688	44774	46965	49380
Technology Support Spec.	<i>Hourly</i>	17.74	18.54	19.38	20.25	21.18	22.23	23.35
	<i>Monthly</i>	3075	3215	3359	3510	3671	3855	4046
	<i>Annually</i>	36912	38578	40302	42119	44055	46246	48556
Accounting Specialist	<i>Hourly</i>	17.78	18.68	19.60	20.59	21.62	22.70	23.84
	<i>Monthly</i>	3081	3237	3397	3570	3749	3933	4131
	<i>Annually</i>	36971	38848	40767	42824	44969	47205	49576
Eligibility Specialist	<i>Hourly</i>	18.31	19.23	20.18	21.20	22.24	23.32	24.51
	<i>Monthly</i>	3173	3333	3497	3675	3854	4041	4249
	<i>Annually</i>	38074	39990	41966	44098	46245	48501	50987
Licensing & Monitoring Spec	<i>Hourly</i>	18.60	19.56	20.53	21.54	22.57	23.76	24.91
	<i>Monthly</i>	3224	3385	3558	3732	3914	4116	4319
	<i>Annually</i>	38697	40618	42688	44774	46965	49380	51826
Lead Eligibility Specialist	<i>Hourly</i>	19.15	20.14	21.14	22.18	23.24	24.45	25.64
	<i>Monthly</i>	3319	3485	3662	3842	4029	4237	4446
	<i>Annually</i>	39835	41813	43944	46091	48346	50833	53351
Assistant Planner	<i>Hourly</i>	19.75	20.72	21.79	22.85	24.02	25.20	26.47
	<i>Monthly</i>	3423	3591	3775	3961	4162	4370	4587
	<i>Annually</i>	41083	43094	45299	47521	49935	52426	55038
Assistant Loan Officer	<i>Hourly</i>	20.30	21.32	22.37	23.50	24.65	25.89	27.20
	<i>Monthly</i>	3516	3692	3879	4073	4275	4490	4714
	<i>Annually</i>	42208	44324	46545	48869	51301	53866	56567
Contracts Coordinator	<i>Hourly</i>	20.30	21.32	22.37	23.50	24.65	25.89	27.20
	<i>Monthly</i>	3516	3692	3879	4073	4275	4490	4714
	<i>Annually</i>	42208	44324	46545	48869	51301	53866	56567
Workstation Support Spec.	<i>Hourly</i>	20.79	21.83	22.93	24.07	25.29	26.54	27.91
	<i>Monthly</i>	3604	3784	3977	4173	4383	4601	4833
	<i>Annually</i>	43244	45404	47717	50072	52591	55218	57993
Case Manager	<i>Hourly</i>	20.95	22.03	23.11	24.25	25.49	26.76	28.09
	<i>Monthly</i>	3632	3816	4006	4202	4418	4638	4868
	<i>Annually</i>	43574	45808	48073	50442	53017	55650	58416
Registered Nurse	<i>Hourly</i>	21.37	22.46	23.57	24.75	26.00	27.30	28.65
	<i>Monthly</i>	3705	3892	4086	4286	4506	4731	4965
	<i>Annually</i>	44445	46724	49034	51451	54077	56763	59584
Public Information Specialist	<i>Hourly</i>	21.87	22.99	24.13	25.34	26.60	27.94	29.34
	<i>Monthly</i>	3791	3984	4183	4392	4611	4841	5086
	<i>Annually</i>	45494	47804	50205	52712	55323	58097	61025

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Transportation Coordinator	Hourly	21.97	23.07	24.21	25.46	26.70	28.04	29.43
	<i>Monthly</i>	3809	3997	4196	4407	4628	4860	5102
	<i>Annually</i>	45690	47970	50355	52890	55533	58323	61219
Lead Case Manager	Hourly	22.02	23.11	24.26	25.49	26.76	28.09	29.48
	<i>Monthly</i>	3816	4006	4202	4418	4638	4868	5110
	<i>Annually</i>	45808	48073	50442	53017	55650	58416	61328
Adult Protective Service Spec.	Hourly	22.40	23.55	24.71	25.95	27.24	28.60	30.03
	<i>Monthly</i>	3883	4080	4284	4497	4722	4957	5206
	<i>Annually</i>	46589	48956	51398	53959	56664	59489	62461
Information Systems Spec.	Hourly	22.46	23.53	24.63	25.79	26.99	28.25	29.57
	<i>Monthly</i>	3892	4077	4271	4469	4678	4898	5128
	<i>Annually</i>	46724	48929	51242	53612	56132	58773	61534
Diversion & Transition Coord	Hourly	22.46	23.57	24.75	26.00	27.30	28.65	30.07
	<i>Monthly</i>	3892	4086	4286	4506	4731	4965	5212
	<i>Annually</i>	46724	49034	51451	54077	56763	59584	62555
Mental Health Specialist	Hourly	22.85	24.02	25.20	26.47	27.78	29.17	30.63
	<i>Monthly</i>	3961	4162	4370	4587	4816	5056	5310
	<i>Annually</i>	47521	49935	52426	55038	57797	60679	63710
CED Planner	Hourly	24.18	25.40	26.66	28.00	29.40	30.88	32.42
	<i>Monthly</i>	4192	4402	4620	4853	5094	5351	5617
	<i>Annually</i>	50296	52817	55442	58233	61130	64205	67402
Network Support Specialist	Hourly	25.00	26.25	27.57	28.95	30.40	31.92	33.51
	<i>Monthly</i>	4333	4550	4779	5016	5267	5530	5808
	<i>Annually</i>	52005	54602	57348	60213	63215	66365	69696
Loan Officer	Hourly	25.87	27.06	28.27	29.47	30.66	31.85	33.08
	<i>Monthly</i>	4485	4691	4900	5106	5313	5521	5727
	<i>Annually</i>	53822	56283	58800	61281	63752	66247	68718
Network Operations Spec.	Hourly	26.25	27.57	28.95	30.40	31.91	33.51	35.18
	<i>Monthly</i>	4551	4778	5017	5267	5530	5807	6098
	<i>Annually</i>	54609	57339	60208	63213	66368	69684	73172
Senior Loan Officer	Hourly	27.17	28.43	29.69	30.93	32.18	33.44	34.68
	<i>Monthly</i>	4708	4926	5145	5360	5578	5797	6013
	<i>Annually</i>	56509	59119	61746	64326	66935	69547	72144
CED Planner II	Hourly	27.17	28.43	29.69	30.93	32.18	33.44	34.68
	<i>Monthly</i>	4708	4926	5145	5360	5578	5797	6013
	<i>Annually</i>	56509	59119	61746	64326	66935	69547	72144

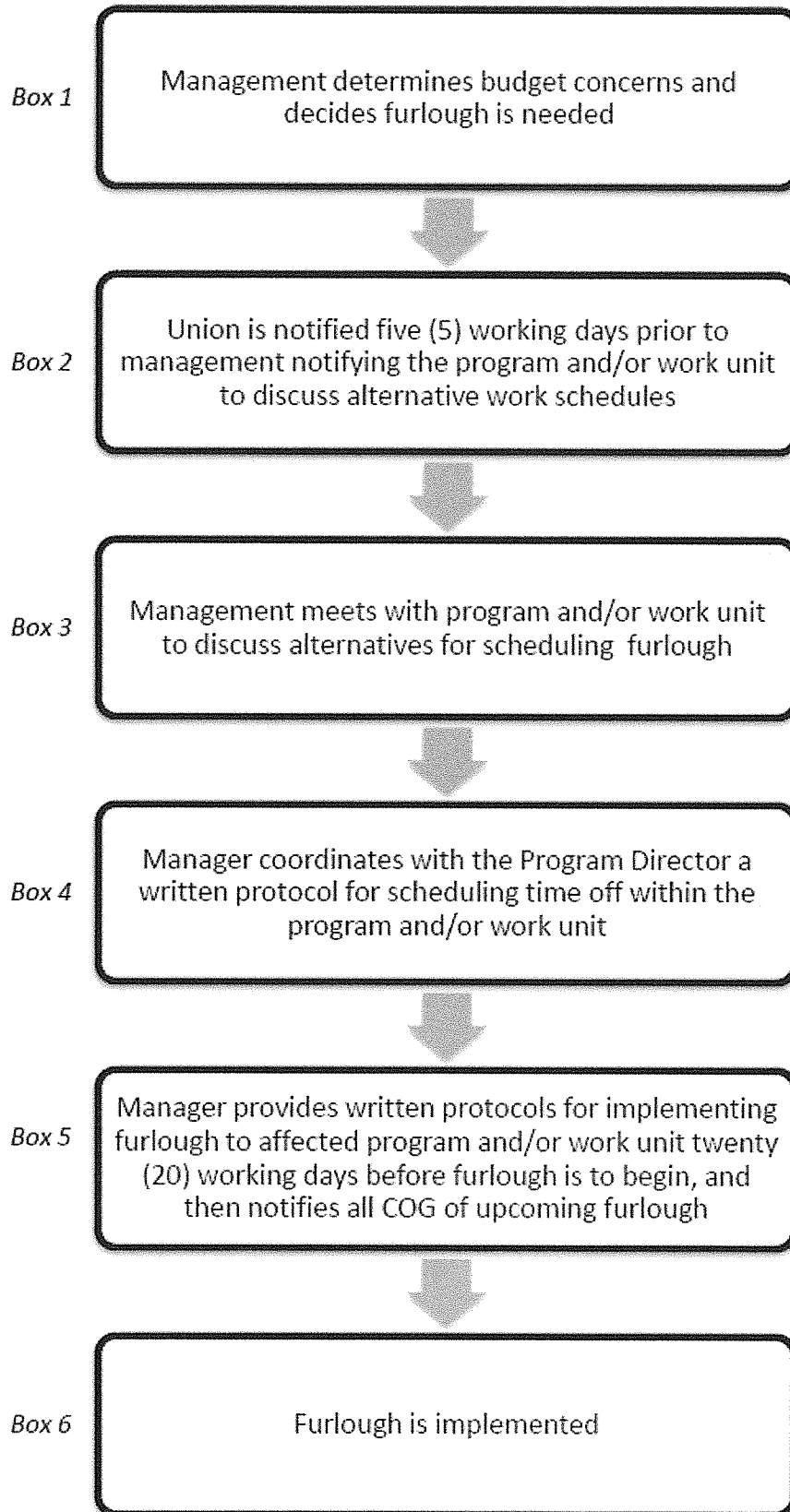
FURLOUGH GUIDELINES

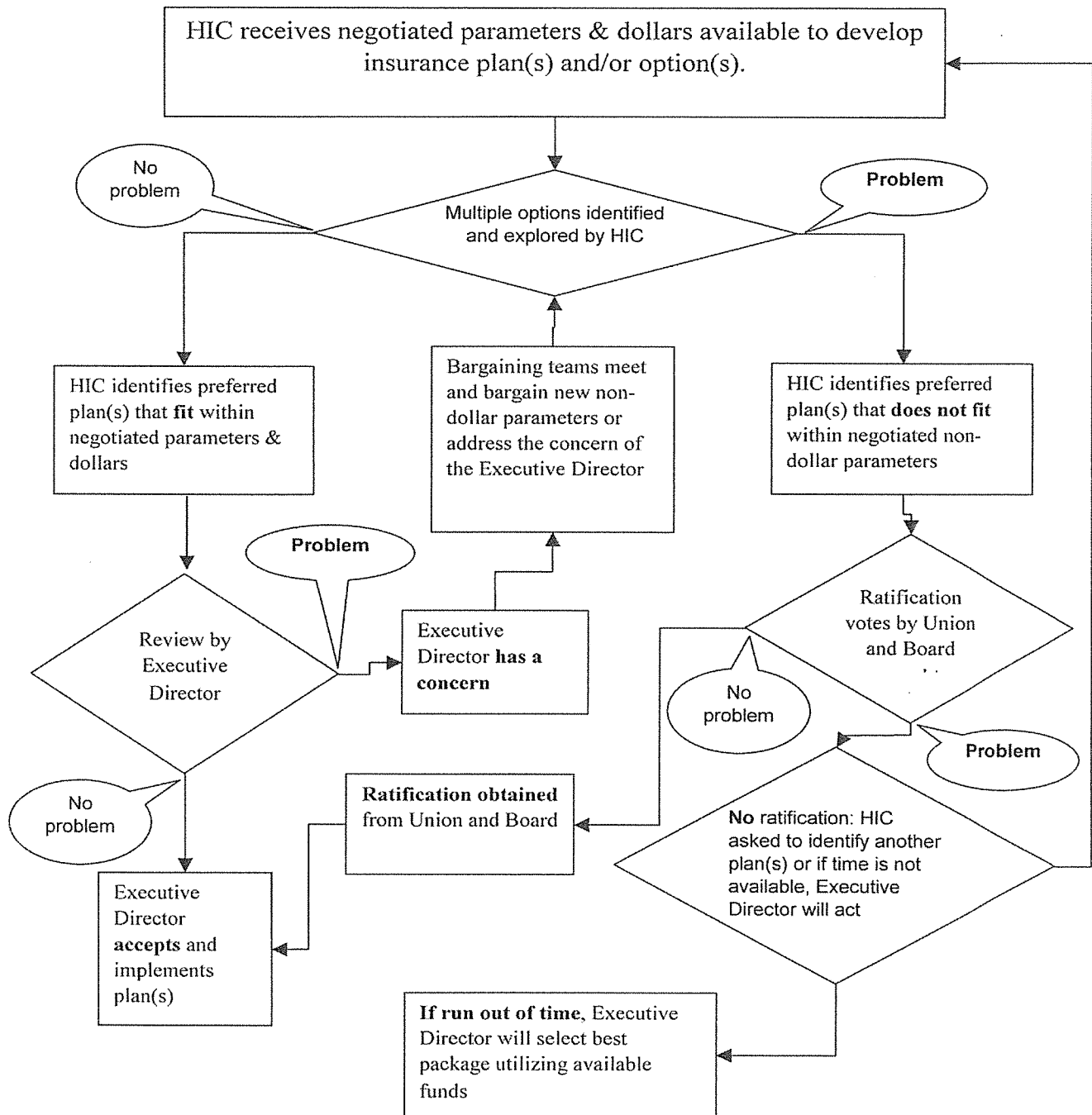
1. The program and/or work unit manager and the affected members of the program and/or work unit will meet to discuss alternatives for scheduling and implementing furloughs for that program and/or work unit considering the impacts of possible furlough strategies on work flow, clients, staff and budget (Box 3 of the furlough Flow Chart). Following this discussion, the program and/or work unit manager in coordination with the Program Director, will develop the protocol for scheduling time off for that particular program and/or work unit (Box 4). When determining the program and/or work unit protocol, the following factors are to be considered:
 - a. The number of hours that each employee will be furloughed
 - b. The time period the furlough is in effect
 - c. The increments of time an employee can take furlough (full days, ½ days, hours, etc.)
 - d. The deadline/time frame to request the furlough time-off

The following two examples illustrate different ways furloughs might be handled, using the above factors:

- Each person shall take a total of *(number of hours)* furlough hours between *(time period)*. The employee may choose to take their furlough in increments of *(minimum number of hours)* hour or more and do not have to take them equally over each individual month of a pay period. All furlough requests for the designated pay period must be in writing to the manager no later than the *(deadline day)* of the month prior to taking the furlough.
 - Each employee will take *(number of days)* furlough days per month during the months of *(list months)*. Furlough can be taken in increments of *(minimum hours)* hours or more. All furlough requests for the designated pay period must be in writing to the manager no later than the *(deadline date)*.
2. Management will ensure all employees they supervise take the required number of furlough days during the designated time frame.
 3. The employee must record furlough days appropriately on timesheets.
 4. An employee cannot volunteer to work or work from home during their scheduled furlough time.
 5. Management will refrain from calling employees in to work during an employee's furlough time. In the event of unforeseen circumstances such as imminent danger to life, health, safety, or significant impact to agency operations that require an employee to perform work, management may unschedule the furlough time and direct the employee to perform work.

FURLOUGH FLOW CHART





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