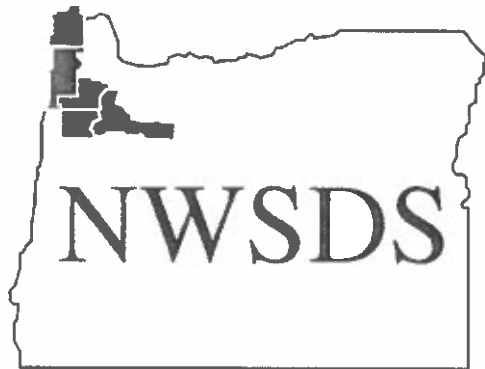


COLLECTIVE BARGAINING AGREEMENT



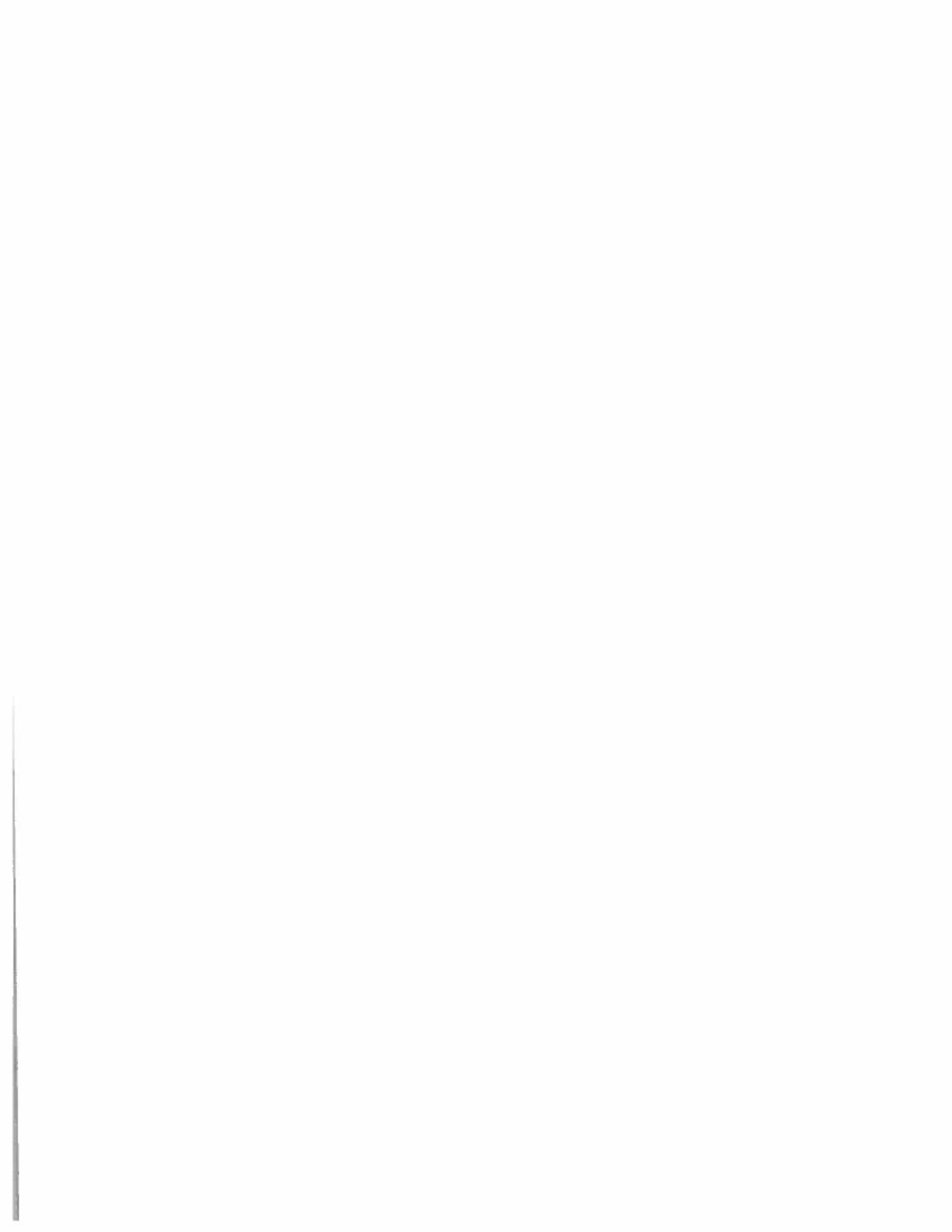
NORTHWEST SENIOR & DISABILITY SERVICES

And



AFSCME LOCAL 3669

January 1, 2016 – December 31, 2017



COLLECTIVE BARGAINING AGREEMENT

Table of Contents

PREAMBLE	5
ARTICLE 1: RECOGNITION.....	5
ARTICLE 2: MANAGEMENT'S RIGHTS.....	6
ARTICLE 3: UNION SECURITY.....	8
ARTICLE 4: CONTRACT NEGOTIATIONS	9
ARTICLE 5: GRIEVANCE PROCEDURE	9
ARTICLE 6: TRIAL SERVICE PERIOD	12
ARTICLE 7: DISCIPLINE AND DISCHARGE	14
ARTICLE 8: PERSONNEL RECORDS	16
ARTICLE 9: DELETED (DURING 2009-2011 BARGAINING)	17
ARTICLE 10A: VACANCY, TRANSFER AND REASSIGNMENT	17
ARTICLE 10 B: BACKGROUND CHECK.....	20
ARTICLE 11: LAYOFF.....	21
ARTICLE 12: HOURS OF WORK.....	24
ARTICLE 13: OVERTIME	26
ARTICLE 14: WORK OUT OF CLASSIFICATION (WOC).....	27
ARTICLE 15: RETIREMENT.....	28
ARTICLE 16: HOLIDAYS.....	28
ARTICLE 17: PERSONAL LEAVE DAYS.....	30
ARTICLE 18: HEALTH LEAVE.....	30
ARTICLE 19: PAID LEAVES	33
ARTICLE 20: LEAVES WITHOUT PAY	35
ARTICLE 21. VACATION.....	36
ARTICLE 22: HEALTH AND WELFARE	38
ARTICLE 23: WORKERS' COMPENSATION.....	40
ARTICLE 24: TRAVEL AND MILEAGE ALLOWANCE	40
ARTICLE 25: EDUCATION AND TRAINING	41

ARTICLE 26: SAFETY	41
ARTICLE 27: INCLEMENT WEATHER	42
ARTICLE 28: EMPLOYEE RIGHTS	43
ARTICLE 29: GENERAL PROVISIONS	44
ARTICLE 30: SAVINGS CLAUSE	45
ARTICLE 31: FUNDING CLAUSE	46
ARTICLE 32: COMPENSATION PLAN	46
ARTICLE 33: DONATED LEAVE PROGRAM	47
ARTICLE 34: MARKET RATE ADJUSTMENT REVIEWS	50
ARTICLE 35. JOB SHARE	51
APPENDIX A	57
NWSDS REPRESENTED SALARY AND CLASSIFICATION CHART	57
INDEX	58

COLLECTIVE BARGAINING AGREEMENT

Items noted with ***(LOA)*** are modified under a Letter of Agreement effective during this contract period. See LOA for details.

PREAMBLE

This Agreement is entered into between NorthWest Senior & Disability Services, hereinafter referred to as the "Agency" and NorthWest Senior & Disability Services Local 3669, American Federation of State, County and Municipal Employees, Council 75, AFL-CIO, hereinafter referred to as the "Union" unless specified by the Local number.

ARTICLE 1: RECOGNITION

- 1.1 Recognition** - The Agency recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this contract for the purpose of collective bargaining with respect to wages, hours, benefits and related terms and conditions of employment.
- 1.2 Scope of Bargaining Unit** - The bargaining unit covered by this contract consists of all regular employees of the Agency, including part-time employees who are employed one-half time or more of a regular full-time work schedule, excluding temporary employees and confidential and supervisory employees as defined by ORS 243.650 (6) and (14), or as specified in Article 1.3 and 1.4 of this Contract.
- 1.3 Temporary Employees Definition** - Temporary employees are those employees hired by the Agency to work for no more than six (6) months in any consecutive twelve (12) month period. An extension of the time limits may be granted if any of the following conditions are met:
 - 1) The position is a standing, on-call employee who is covering caseloads left vacant during transitional periods, such as recruitment periods; or
 - 2) The position is filling in for a regular status employee who is on pre-approved leave.

1.4 Temporary Employees Benefits - Incumbents of temporary positions are not eligible for paid holidays or paid leaves. Temporary employees may not apply for internal (Agency) promotional/transfer recruitments. However, they may apply for open competitive recruitments. The positions are not represented by the Union, and incumbents will not have layoff rights and/or privileges.

1.5 Limited Duration Employees Definition - The non-competitive appointment of a person for a study or project(s), or to fill a vacant position when position reduction is anticipated within one year.

An appointment made for a study or project(s) will not exceed one year, except when the position is grant funded, at which point the term will expire upon the completion of the study or project(s) or when funding is ended. An employee accepting a limited duration appointment will be informed of the conditions of the appointment, including employee status at the termination of the appointment, and will acknowledge, in writing, acceptance of the appointment under the stated conditions.

1.6 Limited Duration Employees Benefits - Incumbents of limited duration positions are eligible for the same benefits afforded non-represented employees, including leave accruals, and health insurance. Limited duration employees are not eligible to apply for internal (Agency) promotional/transfer recruitments. However, they may apply for open competitive recruitments. The positions are not represented by the Union, and incumbents will not have layoff rights and/or privileges. If the incumbent occupies the limited duration position beyond the established date of planned expiration, the incumbent will become a regular status employee, represented by the union, and entitled to full rights under this agreement.

ARTICLE 2: MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Agency retains all rights of management in the direction of its work force. It is recognized that the responsibilities and authority of management are exclusive functions to be exercised by the Agency.

—

—

interfere with either the steward's or the grievant's duties, management will, within the next working day, arrange a mutually satisfactory time for the requested activities.

An employee may request, and have present, a Union Steward or Union Representative at any formal discussion on disciplinary actions, or grievance proceedings, or any investigatory interview that the employee reasonably believes might result in discipline or other adverse consequences.

If, following a discussion with his/her supervisor, an employee feels that the discussion was disciplinary or adverse in nature; the employee can request a meeting with the Human Resources Manager or designee.

ARTICLE 4: CONTRACT NEGOTIATIONS

- 4.1 Term of Agreement** - This Agreement will be in full force and effect from January 1, 2016 through December 31, 2017. If either party wishes to renew or modify the Agreement as of January 1, 2018, notification of such renewal or modification must be submitted in writing by July 31, 2017. Negotiations will begin in October of 2017 or at a later time convenient for both parties.
- 4.2 Continuation** - This Agreement will remain in full force and effect during the period of negotiations, except that if a new Agreement is not reached by January 1, 2018, the Agreement may be terminated by either party giving the other party at least 30 days written notice of its intent to terminate the Agreement.
- 4.3 Changes** - At any time this Agreement may be amended, modified, interpreted or terminated by the mutual agreement of the parties.

ARTICLE 5: GRIEVANCE PROCEDURE

- 5.1 Definition** - A grievance is defined as an alleged violation of the Collective Bargaining Agreement. The complaint will include, but is not limited to, the complaint of the employee, the Union or the employer which involves the interpretation, application or compliance with provisions of the Agreement.

—

The Executive Director(s) (or designee), the grievant and/or Local/AFSCME will meet within seven (7) working days of the written grievance to resolve the complaint. The meeting may be continued at the mutual agreement of the parties. The decision of the Executive Director(s) or designee will be in writing within seven (7) days.

STEP 3:

If the matter remains unresolved, either the union or the Agency may appeal the matter to arbitration within five (5) days.

- 5.2 Arbitration** - Notice of any appealed arbitration will be given to the other party within ten (10) working days. If the parties fail to mutually select an arbitrator, the Oregon Employment Relations Board will be requested, by either party, to provide a panel of five (5) Oregon arbitrators. Both the employer and the Union will have the right to strike two names from the panel. The party requesting arbitration will strike the first name; the other party then will strike one (1) name. The process will be repeated, and the remaining person will be the arbitrator.
- 5.3 Arbitrator's Authority** - The arbitrator will not add to, subtract from, modify or alter the terms or provisions of this Agreement. The power of the arbitrator will be limited to interpreting this Agreement and determining whether it has been violated. The arbitrator will render a decision no later than thirty (30) days after the conclusion of the hearing.
- 5.4 Arbitrability** - The issue will be resolved by the arbitrator, and the arbitrator is empowered to hear a case on its merit prior to ruling on any question raised as to the issue or arbitrability.
- 5.5 Expenses of Arbitration** - The costs of the arbitration will be borne equally by both parties (each party will be responsible for costs of presenting its own case to the arbitrator).
- 5.6 Full Disclosure** - All files and records necessary for processing a grievance or determining whether a grievance exists will be shared with the other party no later than ten (10) calendar days prior to the arbitration hearings. The commitment of the parties is to make available all information necessary for the enforcement,

administration or interpretation of this Agreement prior to arbitration. If such information has not been shared with the other party prior to arbitration, the arbitrator will not admit it or rely upon it in making his/her decision.

5.7 Witnesses - Employees who have direct knowledge of circumstances relating to the grievance may appear at the request of either party during any stage of the grievance procedure. If the meeting/hearing (or the portion thereof necessary for the employee to speak/testify) is during an employee's regular work hours, the employee may attend that portion of the meeting/hearing as needed without the loss of pay.

5.8 Time Limits - All days referred to in this Article will mean Monday through Friday, normal working days, not including holidays. Any and all time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits, without waiver by the other party, will constitute abandonment of the grievance.

ARTICLE 6: TRIAL SERVICE PERIOD

ARTICLE 6A: NEW HIRES

6.1 Trial Service Period - All new employees to the Agency will be tentative and subject to a Trial Service Period of six (6) months. (Nine (9) months for positions agreed upon by the Union and Management.) Any interruption of service during the Trial Service Period will not be counted as part of such Trial Service Period.

6.2 Removal During Trial Service Period - At any time during the employee's new hire Trial Service Period to the Agency, the Executive Director(s) may remove any employee if, in the opinion of the Executive Director(s), the employee is unable or unwilling to perform the duties satisfactorily, or the employee's work habits, conduct and/or dependability do not merit continuation as an employee. Such removals under this Article are not subject to appeal or the grievance procedure.

If a vacancy exists in the classification previously occupied by the employee, the employee may elect to fill the vacancy. If no vacancy exists in the Agency for which the employee is qualified, the employee will be considered on layoff status for a period not to exceed one calendar year.

- 6.9 Voluntary Removal** - A promoted employee who has concerns about his/her ability to successfully perform the duties of the new position may request a return to his/her previous position. This request will be granted by the employer until such time as his/her previous position has been filled by an offer of employment or promotion to another candidate, or the employee has successfully completed trial service. Such a request will be considered a voluntary demotion. If the employee has successfully completed trial service, this request will be honored if a vacancy in the employee's former classification is available. Such a request will be considered a voluntary demotion.
- 6.10 Mid-Trial Service Review** - All Trial Service Period employees will be appraised at the mid-point of their Trial Service Period.
- 6.11 End of Trial Service Period** - At the completion of the Trial Service Period, the employee's supervisor will prepare a written appraisal of his/her job performance. At the satisfactory completion of his/her trial service, the employee will be appointed to regular status.
- 6.12 Extension of Trial Service Period** - If, prior to the completion of the Trial Service Period, the supervisor determines the Trial Service Period is inadequate, the Executive Director(s) or designee may request a meeting with the employee, Local/AFSCME, and the immediate supervisor. If the employee and Local/AFSCME agree, the Trial Service Period will be extended for up to six months. If the parties do not agree, the employee is subject to removal pursuant to Article 6.8.

ARTICLE 7: DISCIPLINE AND DISCHARGE

- 7.1 Disciplinary Action** - Disciplinary action for work or non-work related activity will be imposed upon an employee only for just cause. If the Agency has reason to reprimand an employee, it will be done in a

manner that will not embarrass the employee before other employees or the public.

- 7.2 Representation** - Upon request, the employee who is called to a meeting which may result in discipline being imposed upon that employee, that employee will be entitled to the presence of a Union representative.
- 7.3 Corrective Action** - Disciplinary action will be corrective in the sense that the supervisor identifies performance deficiencies and works towards correcting those deficiencies and attempting to restore the employee to a productive and positive employment status. It is the policy of the Agency that employee discipline is corrective and lawful.
- 7.4 Progressive** - Disciplinary action will normally begin with an oral reprimand and when circumstances of each separate incident warrant, proceed to written reprimand, suspension from work with or without pay or demotion in status and/or pay, and finally, to discharge from employment with the Agency. However, any or all of these steps may be skipped depending on the circumstances.
- 7.5 Discharge** - Severe misconduct may require immediate disciplinary measures including discharge and may not be preceded by lesser forms of disciplinary action. An employee reduced in pay, demoted or suspended without pay will receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken. For these types of disciplinary actions, appeal action may be immediately pursued at Step 2 of the Grievance procedure (Article 5) within seven (7) working days from the effective day of the action. The Agency may immediately discharge any employee if they plead guilty to or are convicted of a felony.
- 7.6 Oral Reprimands** - Oral reprimands are intended to serve as warnings on performance based concerns, and will be identified as such. Oral reprimands are not subject to the Grievance procedures. At the request of the employee, oral reprimands will be placed in writing, and become a written reprimand.

ARTICLE 8: PERSONNEL RECORDS

- 8.1 Personnel Files** - A single personnel file will be maintained for each individual employed by the Agency. This file will be the official record of the Agency for purposes of retention, promotion or discipline. These files are managed by Human Resources. Employment related medical files will be kept in strict confidence and maintained by Human Resources.
- 8.2 Inspection** - An employee may inspect the contents of his/her official personnel file by making an appointment with the Human Resources office. Employees working in offices other than North Salem can set up a mutually agreed upon time for HR representative and employee to meet in employee's office for the employee to inspect their file. Any confidential background check information, such as confidential references from prior employers will not be available for employee inspection.
- 8.3 Contents** - The file will contain copies of official reports, memos, letters, commendations, employment actions, etc., relating to performance and employment status of the employee. All entries must be signed and dated by the submitting party.
- 8.4 Critical Information** - Information such as performance appraisals and disciplinary actions will be reviewed prior to placement in the employee's personnel file. The employee will be requested to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If the employee refuses to sign the material, the supervisor will note the employee's refusal on the form and provide a copy of the form to the employee.

If the employee believes that any of the above material is incorrect or a misrepresentation of fact, he/she will be entitled to prepare, in writing, his/her explanation or opinion regarding the material in

—

internal employee will be recommended for the position over an outside applicant. Applicants for the position will be notified of the status of their applications.

10.6 Reassignment - The Agency may reassign an employee. Prior to implementing such a transfer, the Agency will seek qualified volunteers for the reassignment. If the Agency is unable to fill a vacancy, the Agency may require an employee to transfer. The Agency will provide the employee with written notice fourteen (14) calendar days prior to the reassignment if the reassignment results in geographic relocation. An employee affected by geographic relocation as a result of reassignment will have right of first refusal for a vacancy which may become available in the employee's assigned classification in the employee's original location.

10.7 Demotion - If an employee demotes to a classification having a lower salary range, for reasons which do not reflect discredit on his/her employment record, the salary range will 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 may be decreased to the maximum step of the new salary range, or the)(s may elect to freeze the employee's salary until the new range reaches his/her pay level. If the Executive Director(s) elects to freeze the employee's salary, no cost-of-living (COLA) increases will be awarded to the employee until such adjustments will fall within the threshold of the maximum step of the new salary range.

If the employee is demoted for cause, or the employee initiates a request for demotion, the employee's salary will be decreased as determined by the Executive Director(s), and is not subject to grievance, except as provided in Article 7 of this Agreement.

10.8 Trial Service Period - If an employee voluntarily demotes to another position that is not the same or similar work to which they have been doing for at least the past year; they will be subject to a Trial Service Period.

ARTICLE 10 B: BACKGROUND CHECK

10.9 Purpose - As part of its employment and retention process, NWSDS will conduct background checks, as required under current Oregon statutes and rules.

10.10 Scope of Background Checks – Additional background checks will include but are not limited to:

- Confirmation of the individual's identity;
- Review of an individual's criminal conviction record, if any;
- Verification of any license, certificate or degree required for the position.
- Driving record for all positions requiring driving.
- Credit checks for finance positions that note this requirement in the job description.

The Agency Executive Director(s) will designate what checks are necessary, based upon the position being filled. Successful completion of a full background check is at the discretion of the Agency based on consideration of all information gathered and factors in relation to the job applied for.

10.11 Background Check of Current Employees – Current employees will be subject to a new background check when they move into positions that represent a change in duties. Circumstances may also arise for which background checks of current employees will be necessary in order to determine whether their employment statuses with the Agency should be changed.

All employees are required to immediately notify Human Resources of any arrests, charge, convictions or if a claim of abuse is filed.

10.12 Decision on Adverse Action - If adverse action is to be taken based in whole or in part on the information obtained from the background check, notice and appeal rights will be provided in accordance with regulations. An adverse action would include such things as the Agency's intent to deny employment to a candidate, or promotion, reclassification, transfer, or retention to an employee. A promoted, reclassified or transferred employee who is deemed unfit to work in the new position because of an adverse background

check will be given the opportunity to revert to the former position, in accordance with Article 6b, Section 6.8 of the Collective Bargaining Agreement.

Minimal information will be shared with the hiring unit, supervisor of the current employee, and/or management. Any discrepancy between information provided by the applicant on application materials and the information provided in the background investigation must be explained and documented.

ARTICLE 11: LAYOFF

- 11.1 Definition** - A layoff is defined as an involuntary separation from employment for reasons not reflecting discredit on the employee.
- 11.2 Identification and Notification** - Agency management will designate classification, unit and number of positions subject to layoff. Agency management will notify employees and the Union of these designations at least 30 days prior to the effective date of layoff. Potentially affected employees will be provided with a written letter of notification.
- 11.3 Self Identification for Layoff Consideration** - Depending upon personal circumstances, an employee within the location, unit and classification identified for layoff, may want to be considered for layoff, ahead of layoff order in 11.4. An employee who wishes to be considered needs to provide a written request to Human Resources within five (5) work days of the original notification of layoffs. If more employees self-identify than are needed, employees with the greater number of service credits will have their requests granted first.
- 11.4 Order of Layoff** - Within the identified classification, location, and unit the order of employees subject to layoff will be:
1. Temporary status
 2. Limited Duration status
 3. New Hire Trial Service Period status
 4. Promotion Trial Service Period status
 5. Regular status based on lowest service credit standings as specified in Article 11.6.

Calculation of Service Credits - Service credits are calculated by one point for each month of service computed from the established Continuous Service Date with the Agency.

Part-time Computation - All part-time services will be credited on a prorated basis.

If more than one employee has the same Service Credits, the individual with the most recent Continuous Service Date will be considered the least senior. Should the Continuous Service Date be the same, the individual with the most recent Date of Hire will be considered the least senior. (The most recent Date of Hire for an employee who was part of an interagency transfer will be the most recent date of hire at the original agency.) Should multiple employees be hired on the same date, they will participate in a random drawing to establish their initial seniority at the time of hire.

- 11.7 Recall** - Recall Rights will continue for twenty-four (24) months from the effective date of layoff. Employees will be recalled to the same classification held prior to layoff, in order of highest service credits, regardless of location and unit.

An employee who is recalled to a position outside of the county worked in at time of layoff may reject an offer without losing recall rights, or their order on the recall list.

Recall List - Employees will be notified of recall via a written, return receipt request to the last known address. It is the employee's responsibility to notify Human Resources of any changes in address and/or phone numbers during the recall period.

If an employee rejects a written offer of re-appointment (except as noted above) or fails to respond within ten (10) calendar days after delivery of written notification of recall, the employee's recall rights will be forfeited.

- 11.8 Retention of Benefits** - Seniority and benefits will not accrue during layoff; however, all service credit and benefits to which the employee is entitled at time of layoff, and that are presently afforded employees,

will be restored at recall or at the earliest time allowed by benefit providers.

Accumulated health leave held at time of layoff, will be reinstated at time of recall. No other paid time off benefits will be restored at recall.

At the time of layoff, accrued vacation will be paid as outlined in Article 21.

ARTICLE 12: HOURS OF WORK

- 12.1 Hours of Operation** - The established office hours are from 7:00 a.m. through 5:30 p.m. Monday through Friday. The standard is for employees to conduct business from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding rest periods, and lunch breaks. The standard full-time work week is 40 hours per week, commencing at 12:01 a.m. Sunday and ending at midnight on Saturday. Specific work schedules for each employee are set within the established office hours based on the needs of the Agency. Employees on approved or required flexible work schedules may have work hours that deviate from the standard. The Agency maintains the right to alter an employee's workday or workweek after providing appropriate notice. When an employee is required to work outside of his/her regular schedule, arrangements will be made for the employee to work a flexible work schedule. Should the Agency require an employee to work on an evening, weekend or holiday, which falls outside the regular work schedule, the employee will be paid for a minimum of four hours or actual time worked. This will take the form of flexible time off if the assignment is during a work week.
- 12.2 Meals** - All employees will be granted a non-paid lunch period of no less than one-half (1/2) of one (1) hour during each full work shift. Whenever possible, such meal periods will be scheduled in the middle of the work day.
- 12.3 Rest Periods** - A rest period of fifteen (15) minutes will be permitted for all employees for each four (4) to five (5) hour work period (depending on work schedule). The rest period will be taken in the middle of the scheduled work period.

- (5) Potential adverse impact to co-workers if there would be a workload shift in providing back-up coverage.

12.7 Changes in Flexible Work Schedules - Flexible work schedules are subject to temporary change at any time. Employees will be provided one week notice if the changes to flexible work schedules are intended to be permanent.

ARTICLE 13: OVERTIME

13.1 Overtime Defined - Overtime will be considered as the time authorized in advance by an employee's supervisor to be worked by a non-exempt employee in the performance of his or her job duties in excess of forty (40) hours in a given workweek. For the purpose of computing overtime hours, observed holidays, vacation leave, compensatory leave, paid health leave and time on the job will be regarded as hours worked. At all times, the Fair Labor Standards Act (FLSA) and relevant Oregon statutes will govern the application of overtime.

13.2 Authorization - Overtime must be prior authorized by the Agency. Under emergent circumstances, such as a client crisis, post approval may be granted by the Agency in response to an employee's written request.

13.3 Compensation - Compensation for authorized overtime will be at the rate of time-and-one-half the employee's regular hourly wage rate. Overtime hours will be given for each completed 15 minute period.

13.4 Compensatory Leave - At the employee's option, the employee may elect to take compensatory leave in lieu of paid overtime. Prior approval of the employee's supervisor is required for accrual of compensatory leave.

- (a) Any employee cannot accrue more than forty (40) hours of compensatory leave at any one time.
- (b) All compensatory leave not used within ninety (90) days of accrual will be paid.
- (c) Any employee who separates from the Agency will be entitled to monetary compensation of accrued compensatory leave.

ARTICLE 14: WORK OUT OF CLASSIFICATION (WOC)

- 14.1 Compensation Adjustment** - When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than ten (10) consecutive work days, the employee will be paid at what would be the next higher step in his/her current salary range. If the employee is at the top step of the salary range, the employee will be paid the equivalent differential that he/she would receive if there was another step in his/her current salary range. If the employee is at Step 8 or 9, the employee will receive an equivalent of 5% for WOC pay. If the employee is in a salary range/step below Step 1 of the WOC range, they will receive the equivalent to Step 1. When assignments are made to work out classification for more than ten (10) consecutive days, the employee will be compensated for all hours worked beginning from the first day for the assignment for the full period of the assignment.
- 14.2 Training Assignments** - An employee voluntarily performing duties out of classification for training purposes will be informed in writing of the purpose and length of the assignment during which there will be no extra pay for the work. A copy of the notice will be placed in the employee's file. When considered a training assignment, the duties being trained will be for a limited duration in time (6 months or less), and be less than 25% of the work load.
- 14.3 Developmental Positions** - A developmental position may be offered for the purpose of helping an employee develop different or more advanced skills. Developmental positions will be established for a specific period of time (no more than one year) and will be opened internally within the identified classification(s). Employees selected for a developmental position will receive pay at the rate established for the new developmental position. If a developmental position is determined appropriate to become a regular position, it will be subject to the standard recruitment process. An employee holding the developmental position will be entitled to their former position if they choose not to apply, or are unsuccessful in being hired for the regular position. The developmental position may be ended by either party with two weeks written notice.

14.4 Underfills - An employee who is voluntarily under filling a position will be informed, in writing, that he/she is an under fill, the reasons for the under fill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee will be reclassified.

ARTICLE 15: RETIREMENT

The Agency will continue to be a member of the Public Employee's Retirement System (PERS) and will continue to pay both the employer and employee contribution.

ARTICLE 16: HOLIDAYS

16.1 Definition - The following will be considered paid holidays for employees of the Agency:

- New Year's Day (January 1st)
- Martin Luther King Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving
- Christmas Day (December 25th)

16.2 Eligibility - The following employees are eligible for paid holidays:

- (a) Employees in regular positions of 40 hours per week will receive 8 hours of pay for each holiday listed above.
- (b) Part-time employees in regular positions, will receive paid holiday hours for each holiday listed above on a pro-rated basis (actual hours worked each week computed as a percentage of a 40-hour work week).
- (c) Temporary employees are not eligible for paid holidays.

- (d) Limited duration positions are eligible for paid holidays.

16.3 Holidays Falling on Weekends - Whenever a holiday observed by the Agency falls on Saturday, the preceding Friday will be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday will be observed as a holiday.

16.4 Compensation

- (a) An employee who works on an Agency paid holiday will be compensated at time-and-one-half his or her regular hourly wage rate for all hours worked on the holiday.

In addition, the employee will be entitled to accrue his/her pro-rated level of holiday leave as defined in Section 16.2. Accrued holiday leave must be used in the same fiscal year as accrued. If an employee separates from employment and has accrued holiday leave, the Agency will compensate the employee for accrued holiday leave.

- (b) Employees on flexible work schedules will receive the same number of holidays as employees working a regular work week according to their eligibility as described in Section 16.2. Each holiday for full-time employees is based on an 8-hour work day, regardless of work schedule.
- (c) In no case will an employee receive holiday compensation for the actual holiday and the observed holiday.

16.5 Holiday During Leave - Should an employee be on an authorized leave with pay when a holiday occurs, the holiday will be paid and not charged against health or vacation leave accumulation. Holidays occurring during a leave without pay will not be compensated. An employee must be on paid status both the working days immediately preceding and following the holiday in order to be compensated for the day.

ARTICLE 17: PERSONAL LEAVE DAYS

17.1 Eligibility - All employees after completion of initial Trial Service Period will be entitled to receive personal leave days in the following manner:

- (a) Full-time regular status employees accrue 40 hours of personal leave each fiscal year (July 1).
- (b) Part-time regular status employees accrue personal leave on a pro-rated basis (computed as a percentage of a 40 hour work week) each fiscal year.
- (b) New employees in regular positions will be awarded their first personal leave on attainment of regular status, which must be used by the end of each fiscal year (June 30). New employees in a position with a trial service period in excess of 6 months, or if trial service period has been extended, will be awarded their personal leave at 6 months. If a new employee attains regular status with less than 90 calendar days left in the fiscal year, the employee will have until September 30th to utilize personal leave before it is lost.

17.2 Use - Personal leave may be used utilized as other paid leave in 15 minute (.25) increments. Personal leave will not accumulate from one fiscal year to the next, nor is any unused personal leave compensable in any other manner than leave time.

ARTICLE 18: HEALTH LEAVE

18.1 Accrual - Each regular full time employee will accrue health leave at the rate of eight (8) hours for each full calendar month of paid employment. A part-time employee's health leave will be prorated.

The following schedule for earning health leave for a partial month will apply during the first month of hire, or any subsequent months

when an employee is in unpaid status for partial months, and misses the following number of work days:

0 – 4 work days.....	100% of normal rate
5 – 9 work days.....	75% of normal rate
10 – 14 work days.....	50% of normal rate
15 – 19 work days.....	25% of normal rate
20 or more work days.....	0% of normal rate

18.2 Utilization - Employees may utilize their allowance of health leave when unable to perform their work duties by reason of illness or injury; care of immediate family members or other persons residing in the employee's immediate household for whose care the employee is responsible, including members that are elderly or are persons with disabilities; necessity for medical or dental care (regular appointments); exposure to contagious disease under circumstances by which the health of other employees or members of the public necessarily dealt with would be endangered by the attendance of the employee; or, by conditions covered by Family and Medical Leave; or, as otherwise allowed by the Executive Director(s). Employees should make arrangements for the attendance of immediate family members within a reasonable period of time. Charges to the health leave account must be submitted immediately upon the employee's return to work.

18.3 Reinstated Leave - An employee who is recalled following layoff or returns following approved leave without pay will have health leave reinstated to previous accrual levels.

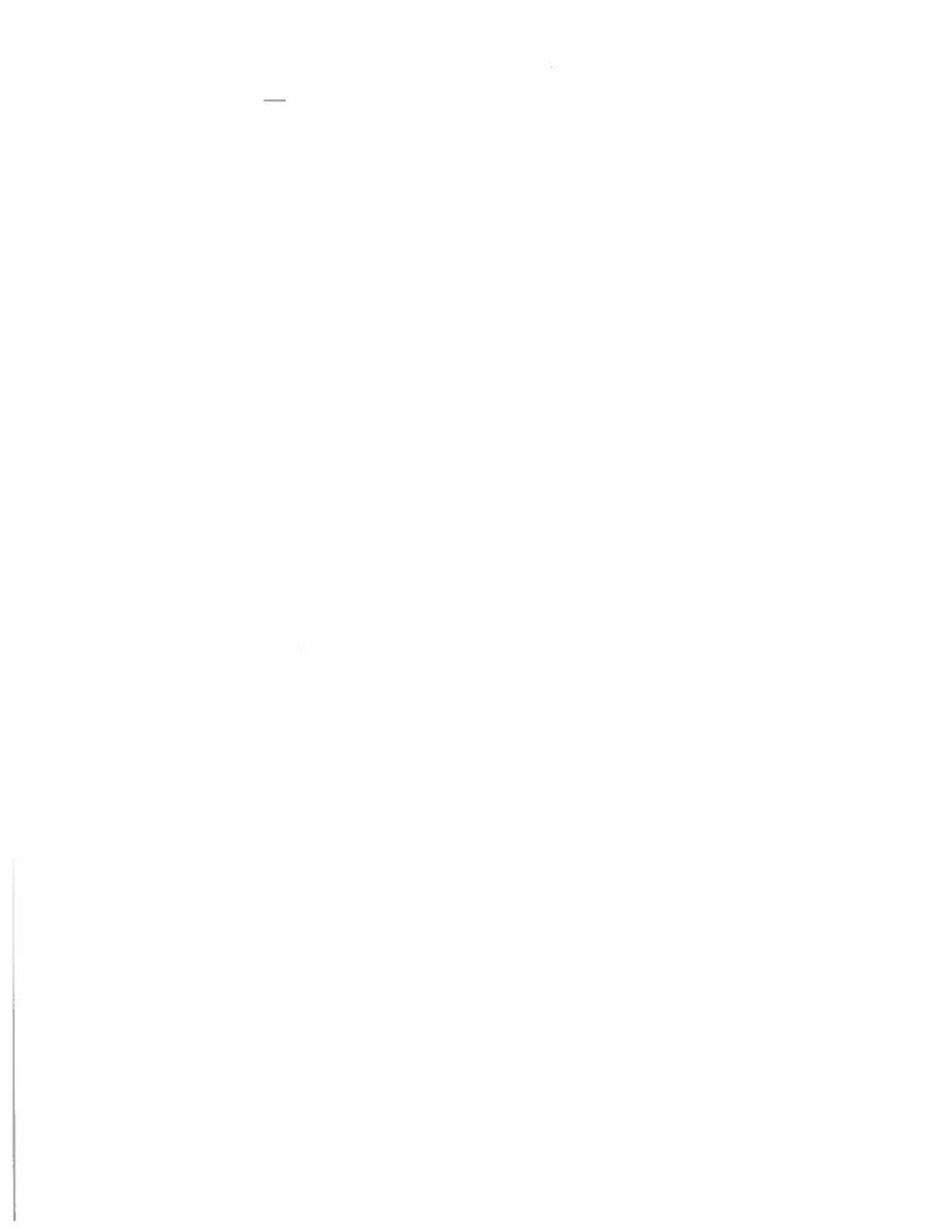
18.4 Certification of Illness - After three (3) consecutive days' absence, a supervisor may require certification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working or requires the absence of the employee from work to care for a member of his/her immediate family. An employee returning to work following an absence due to illness may be required to provide a medical release from his/her attending physician or other practitioner attesting that the employee is medically fit to perform the functions of his/her position. In instances where the Agency requires medical certification to substantiate illness or release the employee to

—

—

—

.



—

—



—

—

—

his/her duties or would tend to impair his/her independence of judgment or action in the performance of his/her official duties would constitute a conflict of interest.

ARTICLE 29: GENERAL PROVISIONS

29.1 Changes - All existing employment relations determined by the Employment Relations Board to be mandatory subjects of bargaining will not be unilaterally changed by the Agency.

29.2 New Positions - The Union recognizes that the Agency has the right to create new positions and, to substantially revise existing positions which are in the bargaining unit. The Union also recognizes that the Agency has a right to establish rates of pay for such positions and to implement such rates upon filling the positions. The Agency will notify the Union in writing of the creation or substantial revision of a position, as described above, and the rate of pay for such position and will provide the Union with a copy of the class specifications of the position. The Agency recognizes the Union's right to demand to bargain the rate of pay established for positions described above. Should the Union desire to bargain said rate of pay, it will notify the Agency of such desire no later than fifteen (15) calendar days after its receipt of notification from the Agency regarding the creation or substantial revision of a position.

Nothing herein is intended to prevent the Agency from filling the above noted position at the wage prescribed by the Agency prior to completion of bargaining over said rate.

29.3 Local/AFSCME - Local/AFSCME activities will be conducted in a manner which will not interfere with the effectiveness and efficiency of the Agency's operation in serving and carrying out its responsibilities to its clients or the public.

29.4 Bulletin Boards - The Agency agrees to authorize the use of bulletin board space in convenient places to be used by Local/AFSCME in communicating with employees.

29.5 Mail Service - Local/AFSCME will not be allowed to use the Agency mail service for outgoing, government-paid mail service for any

Local/AFSCME individual, personal or business materials for bargaining unit employees.

- 29.6 Non-discrimination** - The provisions of this Agreement will be applied equally to all employees in the bargaining unit without discrimination as to Union membership, age, marital status, race, color, religion, sex, sexual orientation, veteran status, disability, national origin, association or political affiliation, or any other classification protected by Federal and State regulations.
- 29.7 Information Update** - Each month the Agency will furnish the Union a complete list of all employees in the bargaining unit. This list will contain the names of the bargaining unit employees and their home mailing addresses.
- 29.8 Meetings** - Meetings other than pre-grievance, grievance and established committees (between Agency and the Local/AFSCME) may be held, if practical, during regular working hours and without loss of pay to participating employees.
- 29.9 Strikes, slowdowns and Lockouts** - Local/AFSCME agree not to participate in or sanction any strike, slowdown, walkout, refusal to report to work, or interruptions of work or picketing during the term of this Agreement. The Agency agrees that there will be no lockout of bargaining unit employees during the term of the Agreement.
- 29.10 Gender Reference** - All references to employees in this Agreement designate both sexes and wherever the male or female gender is used, it will be construed to include male and female employees.

ARTICLE 30: SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and unenforceable by any Federal or State Legislation, Regulation, or Administrative Rule, or by any Court of competent jurisdiction, such ruling will apply only to the specific article, section or portion thereof directly specified in the ruling. On issuance of such ruling, the parties agree to commence within a reasonable period of time to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 31: FUNDING CLAUSE

The parties recognize that revenue needed to fund the provisions of this Agreement must be approved by established budget procedures and funding approval from various sources, including that provided through the State of Oregon Seniors and People with Disabilities Department.

The agreement entered into is, contingent upon the approval of an operating budget sufficient to fund this Agreement.

Temporary Interruption of Employment - When the Agency declares that temporary interruptions of employment should be considered because of lack of funds, either party may provide the other with written notice to meet and discuss possible terms of such interruption or alternative options. This meeting must occur within thirty (30 days) of the declaration. Terms and alternatives are subject to mutual agreement by the Union and Agency. The parties agree that any and all discussions that take place under this Section are not subject to the Complete Agreement articles of this Agreement and do not constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution process contained in PECBA.

ARTICLE 32: COMPENSATION PLAN

32.1 Wages - Each employee will be paid a rate of pay within the salary range for the classification in which he/she is employed. The level of compensation will correspond to the classification and salary schedules identified in Appendix A of this Agreement, which will be updated annually. Employees are paid on the last working day of each month.

Effective January 1, 2016, employees will receive a cost-of-living increase of 2.0%.

Effective January 1, 2017, employees will receive a cost-of-living increase of 2.0%.

32.2 Merit Adjustments - Salary increases are not automatic, but rather are based on the performance level of the employee.

and require taking unpaid leave. The intent of this policy is to allow other employees to provide support to these employees through the donation of paid leave. The intent of this policy shall guide in the application of donated leave.

With the recommendation of the Insurance Committee, the Executive Director(s) may allow an exception to these procedures on a case-by-case basis without setting precedent. Employees are strongly encouraged to contact Human Resources to identify options and resources available to assist in these types of situations.

Qualifying Conditions - As the intent of the policy is to cover serious or catastrophic health issues, these conditions are defined as:

1. A serious illness or injury which causes an inability to perform the essential functions of his/her job for at least one month.
2. A serious illness or injury of the employee's spouse/partner, parent or child which requires the employee's assistance with care for at least one month.

The employee will be asked to provide certification from a health care provider.

Eligibility - Once an employee meets the following they are eligible to request leave under this policy:

- Classified as a regular employee, in good standing. (Not currently on disciplinary, or work performance, trial service or with excessive absenteeism outside of a protected leave policy.)
- The employee has exhausted all of their own paid leave.
- The employee is off work for 30 consecutive calendar days or has missed 20 work days within a 90 calendar day period for the qualifying condition.

Use of Donated Leave - Donated leave is utilized beginning on the 31st calendar day or the 21st work day as noted above. For example: the employee is released for work after 45 calendar days absence, the donated leave can cover the period of time between the 30 calendar days and the release date, which is the 15 days from the 31st through the 45th days of absence.

(PERS disability, long or short term disability insurance), is not eligible for this program.

Many of these conditions may also qualify for FMLA/OFLA or other mandated leave programs. The policies for those leaves will govern time off. Likewise, if the employee has exhausted FMLA/OFLA or other leave programs, or does not qualify for them, leave must be approved by the Executive Director(s) under the "Leave without Pay Policy."

ARTICLE 34: MARKET RATE ADJUSTMENT REVIEWS

34.1 Committee Membership - A committee comprised of a maximum of four (4) AFSCME representatives and four (4) NWSDS management representatives will be established.

34.2 Process - Both NWSDS management and AFSCME committee members may identify classifications in the bargaining unit to be reviewed regarding market rate adjustments. Each party may identify a maximum of one (1) classification each fiscal year, with the possible addition of one (1) classification occupied by only one individual for a maximum total of three (3) classifications identified. Classifications must be identified and communicated to the other party by January 15 of each fiscal year.

NWSDS Human Resources staff will collect data on comparable positions from the following entities:

Marion County	Clatsop County
Polk County	Tillamook County
Yamhill County	Lane Council of Governments
Oregon Cascades West Council of Governments	
State of Oregon	

In order to be considered comparable positions, the identified positions must have both comparable duties and comparable minimum qualifications requirements.

The agency will review the internal comparative salary range differential between those classifications and other classifications for which there are comparables. If job duties and minimum qualification

requirements are not substantially comparable, the committee may take into account differences in duties/qualifications when making salary recommendations.

All data gathered will be shared with AFSCME committee members by February 15 of each fiscal year. AFSCME committee members will review the data by March 1. The full committee will then meet and finalize a consensus recommendation to the Board of Directors by March 14 of each fiscal year.

Adjustments to salary ranges may be made if:

- 1) The current salary range is either 5% or more below or 5% or more above the average job market rate; AND,
- 2) NWSDS management determines there is adequate funding available to recommend the adjustment. Final approval of adjustments is subject to the approval of NWSDS' Board of Directors.

When the average job market rate is between NWSDS salary ranges, upward adjustments will be to the salary range, at or below the average job market rate (not to a salary range above the average). Any classification adjustments made will become effective on July 1 (beginning of the following fiscal year). An employee's step placement will not be affected by an upward range adjustment. If a range adjustment larger than 5% is agreed on by the parties, the adjustment may need to be made incrementally, based on available funding. There will be no retroactive payments for salary range adjustments.

If a salary range is adjusted downward and an incumbent's current salary is above the new range, the incumbent's salary will remain unchanged (be "red-lined") until his/her salary fits within the new salary range.

ARTICLE 35. JOB SHARE

- 35.1 Definition of Job Share** - "Job sharing position" means a full-time (1.0 FTE) represented position that may be held by more than one (1)

LETTER OF AGREEMENT 1
NORTHWEST SENIOR & DISABILITY SERVICES
and
AFSCME LOCAL 3669

MAINTENANCE OF MEMBERSHIP

All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this Agreement. This section shall not apply during the 30-day period prior to the expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicated their desire to withdraw their membership from the Union.

The Union shall indemnify, defend and hold the Agency harmless, from all suits, actions, proceedings, claims or other forms of liability and be responsible for all associated costs which may arise out of any action taken or not taken by the Agency, or persons acting on behalf of the Agency, for the purpose of complying with the provisions of this this Article.

In the event of Federal or State law or decision that determines any portion of this article is invalid and/or reimbursements must be made to any affected employees, the Union shall be solely responsible for such reimbursements.

**LETTER OF AGREEMENT 2
NORTHWEST SENIOR & DISABILITY SERVICES
and
AFSCME LOCAL 3669**

MARKET STUDY

A market study will be conducted on the Eligibility Specialist classification, to include Bilingual Eligibility Specialists.

This study will be completed no later than July 1, 2016, with any salary changes retroactive to January 1, 2016.

If this study does not result in an increase for the Eligibility Specialist classification, then the January 1, 2017 COLA will increase 1.0% to a total of 3.0%.

**FOR NORTHWEST SENIOR
& DISABILITY SERVICES**



Commissioner Sam Brentano
NWSDS Board Chair
Marion County



Commissioner Craig Pope
NWSDS Board Vice-Chair
Polk County



Commissioner Lisa Clement
Clatsop County



Commissioner Bill Baertlein
Tillamook County



Commissioner Mary Tabrett
Yamhill County



Linda Compton
Executive Director (Program)

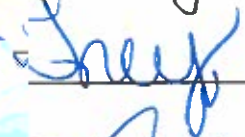


Rodney Scoeder
Executive Director (Operations)

**FOR AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 3669**



Belinda Bayliss



Yvette Gonzalez



Arlene Hylten



Jim Randall



Heather Sinor



Iderbusch

Oregon AFSCME Council No. 75

APPENDIX A

NWSDS Represented Salary and Classification Chart

NWSDS SALARY CLASSIFICATION CHART: REPRESENTED POSITIONS
January 1, 2016 - December 31, 2016

RANGE/CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
27 Long Term Care Services RN	\$4,951 \$28.56	\$5,199 \$29.99	\$5,459 \$31.49	\$5,731 \$33.06	\$6,018 \$34.72	\$6,320 \$36.46	\$6,635 \$38.28	\$6,834 \$39.43	\$7,039 \$40.61
24 IT/Network Operations Specialist	\$4,277 \$24.68	\$4,491 \$25.91	\$4,715 \$27.20	\$4,951 \$28.56	\$5,199 \$29.99	\$5,459 \$31.49	\$5,731 \$33.06	\$5,904 \$34.06	\$6,080 \$35.08
23 Council/Advocacy Coordinator	\$4,074 \$23.59	\$4,277 \$24.68	\$4,491 \$25.91	\$4,715 \$27.20	\$4,951 \$28.56	\$5,199 \$29.99	\$5,459 \$31.49	\$5,622 \$32.43	\$5,792 \$33.42
22 Bilingual Protective Services Screening Bilingual Protective Services Worker Gatekeeper-Money Mgmt Prog. Coordinator Program Analyst SHIBA & SMP Coordinator	\$3,879 \$22.38	\$4,074 \$23.59	\$4,277 \$24.68	\$4,491 \$25.91	\$4,715 \$27.20	\$4,951 \$28.56	\$5,199 \$29.99	\$5,355 \$30.89	\$5,515 \$31.82
21 AFHL Specialist Bilingual Case Manager Case Manager Specialist D&T Case Manager Options Counselor Protective Services Worker * Protective Services Worker-Risk Intervention Protective Services Worker-Screener	\$3,695 \$21.32	\$3,879 \$22.38	\$4,074 \$23.59	\$4,277 \$24.68	\$4,491 \$25.91	\$4,715 \$27.20	\$4,951 \$28.56	\$5,100 \$29.42	\$5,253 \$30.31
20 Case Manager	\$3,519 \$20.30	\$3,695 \$21.32	\$3,879 \$22.38	\$4,074 \$23.59	\$4,277 \$24.68	\$4,491 \$25.91	\$4,715 \$27.20	\$4,856 \$28.02	\$5,002 \$28.86
19 Bilingual ADRS Specialist Bilingual Eligibility Specialist Health Promotion & OTAGO Coord. STEPS Specialist	\$3,352 \$19.34	\$3,519 \$20.30	\$3,695 \$21.32	\$3,879 \$22.38	\$4,074 \$23.59	\$4,277 \$24.68	\$4,491 \$25.91	\$4,626 \$26.69	\$4,764 \$27.48
18 ADRS Specialist Eligibility Specialist	\$3,192 \$18.42	\$3,352 \$19.34	\$3,519 \$20.30	\$3,695 \$21.32	\$3,879 \$22.38	\$4,074 \$23.59	\$4,277 \$24.68	\$4,405 \$25.41	\$4,538 \$26.18
17 Maintenance Specialist	\$3,040 \$17.54	\$3,192 \$18.42	\$3,352 \$19.34	\$3,519 \$20.30	\$3,695 \$21.32	\$3,879 \$22.38	\$4,074 \$23.59	\$4,196 \$24.21	\$4,322 \$24.93
15 Administrative Assistant 2	\$2,751 \$15.87	\$2,896 \$16.71	\$3,040 \$17.54	\$3,192 \$18.42	\$3,352 \$19.34	\$3,519 \$20.30	\$3,695 \$21.32	\$3,806 \$21.96	\$3,920 \$22.62
14 Administrative Assistant 1 Bilingual Office Support Specialist Nutrition & Wellness Coordinator	\$2,613 \$15.08	\$2,751 \$15.87	\$2,896 \$16.71	\$3,040 \$17.54	\$3,192 \$18.42	\$3,352 \$19.34	\$3,519 \$20.30	\$3,625 \$20.91	\$3,733 \$21.54
13 Office Support Specialist	\$2,483 \$14.33	\$2,613 \$15.08	\$2,751 \$15.87	\$2,896 \$16.71	\$3,040 \$17.54	\$3,192 \$18.42	\$3,352 \$19.34	\$3,452 \$19.92	\$3,556 \$20.52
11 Nutrition Site Coordinator 2	\$2,240 \$12.92	\$2,358 \$13.60	\$2,483 \$14.33	\$2,613 \$15.08	\$2,751 \$15.87	\$2,896 \$16.71	\$3,040 \$17.54	\$3,130 \$18.06	\$3,225 \$18.61
10 Nutrition Site Coordinator 1	\$2,129 \$12.28	\$2,240 \$12.92	\$2,358 \$13.60	\$2,483 \$14.33	\$2,613 \$15.08	\$2,751 \$15.87	\$2,896 \$16.71	\$2,962 \$17.20	\$3,072 \$17.72

Updated 01/11/16

* 9 Month Trial Service Period
Positions classified as unrepresented due to on-call, temporary, or below 20 hours per week are placed in the same range as represented positions with the same title.

INDEX

absence, 32, 33, 35, 43, 49
accrual, 27, 32, 33
adverse weather, 43
agency, 51
appeal, 11, 13, 16
applications, 19
appointment, 6, 14, 17, 24
attendance, 32
background check, 21
benefits, 5, 6, 24, 33, 39, 53
bereavement leave, 35 3, 41, 42,
certification, 32, 49
classification, 14, 15, 18, 19, 20,
28, 47, 51, 52, 54
cobra, 40
communicable diseases, 42
compensation, 14, 27, 30, 32, 33,
34, 38, 47 , 18, 32, 35, 36
compensatory leave, 27 nt, 5, 7
complaint, 9, 11, 44 44
conduct, 13, 14, 16, 44 22, 28, 29
conflict of interest, 44 , 40
continuous service date, 36 8, 10, 21, 50,
demotion, 15, 16, 20 ts, 6
dental, 38
discharge, 16
disciplinary action, 9, 15, 16, 17,
18, 26, 33, 36
donated leave, 48, 49
employee, 6, 8, 9, 10, 13, 14, 15,
16, 17, 18, 19, 20, 21, 25, 26,
27, 28, 29, 30, 31, 32, 33, 34,
35, 36, 37, 38, 40, 41, 42, 44,
47, 48, 52, 53 , 29, 30, 32, 34,
7, 48
employer, 9, 11, 15, 29 aial, 17
family, 31, 32, 34, 35, 48 , 31, 43, 50, 53
family and medical leave, 32, 36

position, 5, 6, 7, 10, 14, 15, 18, 19,
21, 23, 24, 27, 28, 32, 40, 43,
44, 48, 51, 52, 53, 54
premium, 39, 40, 49, 53
promotion, 6, 14, 15, 16, 18, 21,
22, 23, 26, 38, 48, 53
pro-rated, 29, 30, 31, 33, 36, 37,
38, 39, 50
protective equipment, 43
reassignment, 18, 20, 22
recall, 24
reclassification, 21, 28
recruitment, 5, 6, 19, 28
regular status, 5, 6, 14, 15, 18, 28,
29, 30, 31, 36, 37, 38, 39, 49
regular status, 29
regular status, 31
reimbursement, 33, 41
reporting time, 25
resignation, 53
rest periods, 25
retirement, 29, 33, 53
rights, 6
safety, 42, 43
salary, 20, 32, 38, 41, 53
salary increase, 47, 48
salary range, 19, 20, 28, 47, 48,
51, 52
step, 20, 52
temporary, 5, 6, 26, 35
temporary interruption of
employment, 46
termination, 6, 53
time off, 25, 41, 42
training, 28, 34, 41, 43
training leave, 34
transfer, 6, 7, 18, 19, 20, 21, 53
trial service period, 18
Trial Service Period, 13, 14, 15,
20, 48
unauthorized absence, 36
uniformed services, 34
union, 6, 10, 11, 35
union dues, 55
union leave, 35, 36
union membership, 55
vacation, 36
vacation leave, 27, 30, 36, 37, 38
violation, 44
without pay, 43
witness duty, 34
work day, 25, 30, 31, 33, 37
work schedule, 7, 25, 30, 52
work week, 25, 29, 30, 31
workers' compensation, 40

