

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WASHINGTON COUNTY

AND

AFSCME COUNCIL 75

Expires: June 30, 2020

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Article 1.
PREAMBLE

~~This Agreement is entered into between Washington County, Oregon, hereinafter referred to as the~~
"County," and American Federation of State, County and Municipal Employees (AFSCME)
Council 75, hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and
conditions of employment affecting employees in the bargaining unit covered by this agreement.

This Agreement sets forth the establishment of an equitable and peaceful procedure for the
resolution of differences and conditions affecting the fringe benefits and other conditions of
employment.

Article 2.
DEFINITIONS

- 2.1 "Emergency" is a situation involving actual or potential injury to persons or property that cannot be remedied within normal work schedules. The declaration by a responsible County official of the existence of an emergency shall not be subject to grievance until the County determines that the emergency has terminated and shall be honored by employees during the emergency. All provisions of this Agreement shall remain in effect during an emergency except as provided in this section and in other specific provisions of this Agreement.
- 2.2 "Employee" means an employee of the County who meets the conditions described in Article 3, Section 3.1.
- 2.3 "Day," for purposes of computing time, refers to a calendar day unless otherwise specified herein.
- 2.4 "Union Representative" is an employee designated by the Union in writing to the County who may represent the bargaining unit in one or more matters included within the Agreement.
- 2.5 "Probationary Period" means a working test period of twenty-six (26) qualified payroll periods during which a regular employee is required to demonstrate by actual performance of the duties, fitness for the position.
- 2.6 "Career Employee" means a regular employee who has successfully completed the initial probationary period of twenty-six (26) qualified payroll periods following appointment to regular County service.
- 2.7 "Career Probationary Employee" means a regular employee who has achieved career status, but is serving an additional probationary period of twenty-six (26) qualified payroll periods following promotions or transfer. This probationary period does not deprive the employee of rights under the Agreement except as otherwise provided herein.
- 2.8 "Probationary Employee" means a regular employee who has not completed the probationary period consisting of the first twenty-six (26) qualified payroll periods following initial appointment to County service.
- 2.9 "Qualified", as used in this Agreement, means an individual who is qualified to perform all aspects of the work involved in an efficient and safe manner, in the sole discretion of the County.
- 2.10 "Qualified Payroll Period" means a two week payroll period in which the employee has not had more than one (1) work day (the lesser of eight (8) hours or the number of hours an employee is regularly scheduled to work within a twenty-four (24) hour period) in a non-pay status. A new employee may be credited with a qualified payroll period following initial appointment in the first half of the payroll period even though having non-pay status in excess of one (1) work day, so long as the employee works all the remaining workdays in the first payroll period.

- 2.11 “Regular Full-Time Position” is a Position with a work schedule of 40 hours per week for an anticipated continuous duration of thirteen (13) Payroll Periods or more which has been specifically allocated in the County Position and Salary Report.
- 2.12 “Regular Part-Time Position” is a Position with a work schedule of less than 40 hours per week for an anticipated continuous duration of thirteen (13) Payroll Periods or more which has been specifically allocated in the County Position and Salary Report.
- 2.13 “On Call Employee” means an employee who is not in a Regular Position and who is available to cover the work shifts of regular staff due to vacations, training, leaves of absence, extra projects and other staffing needs. On Call Employees typically work on an intermittent and sporadic basis. On Call Employees must submit availability of at least ten shifts per month, two of which must be night shifts. If an employee submits availability for a shift, he/she must work that shift if called, unless the employee provides prior notice of unavailability.

Article 3.
RECOGNITION

- 3.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for the establishment of rates of pay, hours of work, fringe benefits and other conditions of employment for all regular residential counselors, residential mental health specialists and community corrections specialists, including on-call community corrections specialists, employed in the County's Community Corrections Center Division of the Community Corrections Department, excluding clerical, confidential, supervisory and managerial employees.
- 3.2 The County shall promptly notify the Union of its decision to change any of the classifications listed above in Section 3.1
- 3.3 The County will notify the Union of proposed new or amended classifications to be used within the Residential Center of the Community Corrections Department, and will indicate whether or not it believes that any of them should be included within the bargaining unit. If the Union believes that any proposed classification should be included within the bargaining unit, Union representatives may meet with County representative to discuss the matter. If agreement is not reached within a reasonable time, the County may proceed with establishing the classification. If the classification at issue is created, either or both of the parties may petition the Employment Relations Board for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the classification shall remain out of the bargaining unit. In the event the classification is filled by a member of the bargaining unit, the employee will be allowed to remain a member of the bargaining unit pending resolution of the issue, unless the County has designated the classification as managerial, supervisory or confidential, in which case the employee will not be allowed to remain a member of the bargaining unit pending resolution of the issue.

Article 4.
SCOPE OF AGREEMENT

- 4.1 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understanding and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. The parties agree that in the event the County desires to amend or modify or change the status quo concerning a mandatory subject of bargaining which is not covered by the terms of this contract, or a subject that has a mandatory impact which is not covered by the terms of this contract, the County will provide the Union with written notice of the proposed change. The Union shall have fourteen (14) days to object in writing to the person proposing the change or their designee. The failure of the Union to object in writing to the proposed change within fourteen (14) days of the notice provided for above shall serve as a waiver of the Union's right to bargain. The Union's written objection shall specify the nature of the objection and identify whether the Union believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. Following notice by the Union of objection to the proposed change, the parties agree to bargain for a period not to exceed forty-five (45) days, unless otherwise mutually agreed.

Article 5.
MANAGEMENT RIGHTS

- 5.1 The parties agree that all rights and decision making prerogatives incident or in any way related to management of the department are retained by the County unless modified by a specific provision of this Agreement and are not subject to bargaining or to the grievance procedure.
- 5.2 The County shall have no obligation to bargain or to process a grievance relative to any right or decision making prerogative which is retained by the County, including any decision related thereto, the implementation of any such decision, or the effects thereof. The rights and prerogatives of the County not modified or given up by a specific provision of this Agreement are deemed to be among those rights and prerogatives which are retained by the County. The rights of employees and of the Union are those which are specified under a specific provision of this Agreement.
- 5.3 Without limitation, but by way of illustration, the exclusive rights and decision making prerogatives of the County shall include the following:
- a. To determine the services and level of services to be provided by the department and priorities between services and functions.
 - b. To direct and supervise all operations and functions, to establish policies of the department, and to modify such operations, functions, and policies as they may affect employees in the bargaining unit.
 - c. To organize or reorganize the structure, work, or reporting relationships within the department.
 - d. To determine the need for a reduction or an increase in the work force and whether or not a vacancy exists for purposes of this Agreement.
 - e. To establish, revise, and implement standards for hiring, classification, promotion, work load and quality of work within each category of service, safety, and procedures.
 - f. To assign and distribute work duties.
 - g. To determine schedules of work.
 - h. To contract or subcontract work provided that the County will provide thirty (30) day notice of any pending decision to contract or subcontract, will afford the union an opportunity to discuss the matter and propose alternatives during such period, and upon implementation will bargain concerning any substantial impact of such a decision on bargaining unit employees.
 - i. To abolish positions.
 - j. To hire, promote, and transfer, within the same pay range.
 - k. To discipline or discharge for cause.

- l. To determine promotional opportunities and the need for and qualifications of employees, transfers, and promotions.
- m. To determine job descriptions and content.
- n. To determine the policies and procedures incident to classification of offenders and the assignment of offenders for supervision.

Article 6.

EMPLOYEE RIGHTS

- 6.1 It is agreed that employees represented by the Union shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join in the activities of the Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the County or by the Union because of his/her exercise of these rights.

Article 7.

EQUAL EMPLOYMENT OPPORTUNITY

- 7.1 The County and the Union agree that the provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, gender, national origin, age, mental or physical disability, sexual orientation or other protected status recognized by Federal, State and County laws and rules. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of their job, and the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.
- 7.2 Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide occupational qualifications, seniority rights, or County business necessity.
- 7.3 The Union shall share equally with the County, the responsibility for applying the provisions of the Agreement.
- 7.4 All references to employees in this Agreement are intended to be gender neutral. Whenever the male gender is used, it shall be construed to include male and female employees.

Article 8.

FAIR SHARE PLAN

- 8.1 Employees who are members of the Union shall make dues payments to the Union in an amount equal to that certified by the Union in writing. As permitted by law, employees who are not members of the Union shall make fair share payments in lieu of dues to the Union in an amount equal to that certified by the Union in writing. The County agrees to deduct from the first paycheck of each employee each month the payments for regular dues, as authorized in writing by the employee, or payments in lieu of dues as provided by law. The County shall remit the aggregate deductions of all employees to the Union, together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted, within ten (10) days after the deduction is made. The Union will inform the County, in writing, when any change in dues occurs.
- 8.2 Any employee who is a member of a church or religious body, having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to payment in lieu of dues as provided in Section 8.1, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union.
- 8.3 The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of the above provisions or as a result of any check off.
- 8.4 The County will notify the Union of all new hires in the bargaining unit within two (2) pay periods. The County shall furnish the Union with the name, mailing address, phone number and their job title.
- 8.5 PEOPLE Committee. The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee. All PEOPLE contributions are voluntary and may be revoked at any time by providing written notice to the County and the Union.

Article 9.
HOLIDAYS

9.1 Holidays

A. The following days (eight hours) shall be recognized and observed as paid holidays for Regular Employees:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Floating Holiday
Presidents' Day	Martin Luther King Day

B. Whenever a holiday falls on a scheduled day off, the closest scheduled workday will be considered the holiday.

C. Floating holidays as provided in this Article shall not be accumulated and must be used within the calendar year in which they are provided. Failure to use a floating holiday within any calendar year shall result in the loss of that holiday. An employee terminating County employment shall either use the floating holiday prior to the date of termination or lose it. It is solely the employee's responsibility to use the holiday and the employee shall do so only upon reasonable request to his/her supervisor. In consideration of County needs and demands, an employee's request for use of a floating holiday shall not be unreasonably denied.

9.2 Holiday Work

If any eligible regular employee is required to work on any of the holidays listed above, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) his/her regular rate of pay or shall receive compensating time and one-half (1-1/2) off. Such compensating time off shall be scheduled by mutual agreement between the employees and the County.

9.3 Eligibility for Holiday Pay

No employee shall receive holiday pay if the employee is not in a paid status on his/her scheduled workday either immediately preceding or immediately following the holiday unless otherwise required by law.

9.4 Holiday During Leave

Should an employee be on authorized sick leave, comp leave or vacation leave when a holiday occurs, he/she shall be paid for such holiday and the holiday shall not be charged against his/her sick or vacation leave accumulation.

9.5 Less than full time regular employees shall receive prorated pay in lieu of time off.

9.6 On Call Employees who work on a holiday recognized in Section 9.1 shall receive pay at time-and-one-half (1.5x) for hours worked on such holiday.

Article 10.
SICK LEAVE

10.1 Accrual

Employees shall accumulate sick leave at the rate of 0.0462 hours per each hour paid. The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year, and may be accumulated without limit. When an employee is transferred or appointed to another department of the County, the employee's accumulated sick leave credit shall be transferred with the employee to that department.

10.2 Use of Sick Leave

- 10.2.1 A regular employee who is unable to perform his/her duties by reason of personal illness or injury, necessity for medical or dental care, exposure to contagious diseases or for any reason covered by applicable laws and statutes governing use of sick leave may utilize his/her accrued sick leave.
- 10.2.2 In the case of the employee's own injury or illness, he/she may be required to furnish a certificate issued by a licensed physician or practitioner, or other satisfactory evidence of the need to use sick leave, to the extent permitted by applicable law. In the event such certification request is made, the medical cost to the employee, if any, will be borne by the County.
- 10.2.3 In the case of an employee's personal illness or injury, notification should be given of the employee's intent to use accrued sick leave as soon as is practical. For a temporary absence covered by sick leave which is predictable, i.e., surgery or pregnancy, the employee shall give the department head or designee sufficient notice to plan for staffing during the employee's absence and shall provide the department head or designee with a written statement from the attending physician stating the date the leave is to begin. The employee shall notify the department head or designee as soon as the attending physician releases the employee to return to work.
- 10.2.4 As used in this article, "immediate family" means the employee's spouse, spousal equivalent, , parent, step-parent, parent-in-law, foster parent, child, step-child, foster child, sister, brother, son-in-law, daughter-in-law, grandparents, grandchildren, brother-in-law, and sister-in-law, whether or not residing with the employee, and other close relatives who reside in the employee's household. Further, for the purposes of this section, parents of a spousal equivalent shall be treated the same as if they were parents of a spouse.
- 10.2.5 Abuse of sick leave shall be cause for disciplinary action. Where the County has a reasonable basis to believe that sick leave abuse has occurred, the County may require the employee to provide proof of the need for leave.
- 10.2.6 In instances where sick leave is covered by state or federal family leave laws or County policies, the parties agree to comply with those laws and policies.

10.3 Separation

Paid sick leave is provided in the form of insurance against loss of income due to incapacitating illness or injury. No compensation for accrued sick leave shall be provided to any employee separating from County service.

Article 11.
OTHER LEAVES

11.1 Leave of Absence

A regular employee shall not be authorized a leave of absence without pay until all accumulated vacation accruals shall have been applied toward payment for the absence.

The director of the department may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days must be recommended by the department head and approved by the County Administrator. Request for such leave must be in writing and must establish reasonable justification for approval of the request.

Except as may be required by the Family Medical Leave Act or the Oregon Family Medical Leave Act, employees shall not be credited with a qualified payroll period for leaves of absence without pay of more than one (1) day in a given payroll period. If a regular employee does not complete a qualified payroll period, he shall not accrue vacation leave, sick leave, or service credit. The employee's anniversary date for the purpose of merit increases and reviews shall be delayed for each payroll period for which he/she does not qualify hereunder.

11.2 Jury Duty and Witness Leave (Not related to work)

Regular employees shall be granted leave with full pay any time they are required to report for jury duty or jury service or as a witness except if they are a party in or have a vested interest in the case. All jury fees and witness fees, except mileage allowance, will be remitted to the County in instances where the employee has been granted leave with full pay. If an employee is excused or dismissed from jury service at any time prior to the end of his/her assigned shift, the employee will contact his/her supervisor for instructions or assignment.

11.3 Educational Leave

Employees may be granted leaves-of-absence with or without pay for educational purposes, to attend an accredited school when it is related to the business of the County and to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operations of the County.

11.4 Military, Alternative Service and Peace Corps Leaves

Military, alternative service, and Peace Corps leaves shall be granted in accordance with state and federal law.

11.5 Family Medical Leave

Family medical leave shall be granted consistent with state and federal law, and County policy.

11.6 Workers' Compensation

Employees are insured under the provisions of the Oregon State Workers' Compensation Act for occupational injuries and illnesses. As a result, the employee may be eligible for time-loss and other benefits under the County's workers' compensation policy. When calculating time loss benefits, the day of injury shall be considered a workday and the employee will receive his/her normal salary for that day.

Any regular employee who shall sustain any injury or illness which is compensable under the workers' compensation laws and is unable to work due to the accepted condition as verified by his/her treating physician, in addition to such compensation as may be paid to him/her under Oregon law, shall receive from the County, the difference between such compensation payments and the amount of his/her regular straight time wage, less withholdings, for a period not to exceed one hundred and eighty (180) days from the date upon which such workers' compensation payments commence, provided that the supplement will result in total wages which are not more than \$10 less than the employee's regular net pay.

Thereafter, a regular employee is paid time-loss benefits according to Oregon law paid directly to the employee by the County's Third Party Administrator and may use accrued comp time, vacation, in lieu of holiday, or sick leave to cover the difference between workers' compensation payments and the employee's net pay as determined above.

11.7 Bereavement Leave

- 11.7.1 A regular employee shall be allowed up to three (3) workdays time off with pay for death in the employee's immediate family. An additional two (2) workdays leave shall be allowed for necessary funeral travel time when approved by the Appointing Authority. An employee qualified for leave under the Oregon Family Leave Act (OFLA) will be allowed up to two (2) weeks of unpaid bereavement leave for the death of a family member qualified under OFLA. The two weeks of bereavement leave granted is inclusive of any bereavement leave taken under this section and must be completed within sixty (60) days from the date the employee was notified of the death of the family member. OFLA bereavement leave is to be taken in one continuous block of time.
- 11.7.2 For the purposes of bereavement leave, immediate family shall be defined as an employee's child, spouse or spousal equivalent and their children, parents, step-parents, sisters, brothers, foster parent, child or other ward, grandparents, grandchildren, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law. Under exceptional circumstances, bereavement leave may be granted by the Appointing Authority upon the death of a person other than the employee's immediate family. Use of accrued sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Appointing Authority.
- 11.7.3 At the discretion of the Appointing Authority, and with consideration of department operating needs, bereavement leave may also be granted up to eight (8) hours to attend funeral services for a fellow County employee.

Article 12.
WAGES

Administration of Salary Schedules. The following rules shall govern the use of the salary ranges set forth in Schedule A, which is made a part hereof.

12.1 Rates of Pay

Each employee shall be paid at one of the steps of the range prescribed for the classification.

12.2 Anniversary Date

For all purposes, an employee's anniversary date shall be the date the personnel action occurs. However, the changes in the wage rate shall be effective the first day of the payroll period in which the day of the personnel action occurs.

12.3 Merit Increases

A. Regular Employees.

When an employee meets the overall job requirements of the Learning Plan and Performance Assessment, as determined by the appointing authority, the regular employee may be granted an increase at the completion of twenty-six (26) qualified payroll periods from the employee's anniversary date, and additionally an increase to the next succeeding step of the range may be granted to regular employees upon completion of every twenty-six (26) qualified payroll periods since the last in-range increase until the employee has reached the top of the salary range for the classification.

B. On-Call Employees

When an on-call employee meets the overall job requirements, as determined by the appointing authority, the on-call employee may be granted an increase at the completion of two years from the employee's anniversary date, provided the employee has been continuously employed by the County and has worked at least 1,664 hours during that period. If the employee has not worked at least 1,664 hours during the two-year period described above, but the employee subsequently obtains 1,664 hours, the employee will be eligible for a merit increase on the employee's next anniversary date.

An increase to the next succeeding step of the range may be granted to On Call employees upon completion of an additional two years of continuous employment, measured from the date on which the on-call employee received his/her last merit increase, provided the employee has worked at least 1,664 hours during the subsequent two-year period. If the employee has not worked at least 1,664 hours during the two-year period described in this paragraph, but the employee subsequently obtains 1,664 hours from the date of the prior merit increase, the employee will be eligible for a merit increase on the employee's next anniversary date.

NOTE: On-call employees employed by the County as of the date of ratification of the initial collective bargaining agreement covering on-call employees, entered into on [date], will be placed on the range in accordance with the above criteria. Any advancement to a higher step

based on the above criteria will be effective upon the first full pay period following ratification of the initial collective bargaining agreement.

12.4 Promotions

A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. Whenever an employee is promoted, the employee shall receive the nearest higher salary in the new range that is closest to a five (5) percent increase, but not less than four (4) percent at the beginning of the payroll period. Promotive positions shall be filled by the applicant with the highest qualifications, provided that where two or more applicants are substantially equally qualified, as determined by the County, the senior employee-applicant will be given preference. Promotions shall not be subject to the provisions of the grievance procedure contained herein.

12.5 Demotions

A demotion is an appointment to a position in a classification which has a lower maximum salary rate than the employee's present classification or to a reduction in rate to a lower step on the range. When a class demotion occurs, the department head shall appoint the demoted employee to a salary within the salary range of the lower classification which is less than or equal to the employee's present salary.

In the case of a demotion in lieu of a layoff, the employee shall retain the same salary rate until the class reaches the salary level of the existing position provided, however, that the lower range is within ten percent (10%) of the higher classification salary range and shall be designated by a "Y" rating. The department head shall decide whether the "Y" rating is appropriate. In either a class demotion or a salary demotion, the employee shall retain the same anniversary date.

12.6 Transfers

12.6.1 Position Transfer. A position transfer is an appointment to a position in the same classification and the employee's pay remains the same.

12.6.2 Classification Transfer. When an employee is appointed to a position in a different classification which has the same pay range, the employee's pay remains the same. The employee will retain the same anniversary date, but may be required to serve a probationary period of twenty six (26) qualified payroll periods. Should the employee not successfully complete the probationary period, the employee shall retain the same anniversary date and return to the former position if within Community Corrections.

12.7 Range Changes

When a range is changed, the employee's pay is based on the same step of the new range as in the old. However, the employee shall not suffer any loss in wages as a result of an administrative range change. Such change shall not alter the employee's anniversary date.

12.8 Payment of Salary

12.8.1 Unless indicated otherwise in Schedule A, compensation shall be deemed to mean compensation per hour. All employees shall be paid on the basis of actual number

of hours worked. For regular employees, this will include authorized absences with pay and authorized holidays, in each payroll period.

12.8.2 Payday shall be consistent with County practice.

12.8.3 In case an employee is laid off, quits or is discharged, he/she shall receive his/her pay in compliance with State law.

12.9 Rate of Pay on Appointment from Layoff list

When a regular employee is appointed from a layoff list to a position in the same class in which the person was previously employed, the employee shall be paid at the same salary step at which such employee was being paid at the time of layoff. The employee shall begin to accrue vacation and sick leave benefits as if there had been no break in service. The anniversary date of a recalled employee will be adjusted so that the time spent on layoff or in a lower level classification (as a result of a demotion in lieu of layoff) will not count towards merit increases upon recall.

12.10 Lead/Floater Pay

Community Corrections Specialist II's who are assigned as Lead/Floaters in the absence of a supervisor shall be paid a 5% premium for all hours worked in that assignment. Lead/Floater premium is calculated at 5% the employee's base rate. Lead/Floater shall be assigned on a rotational basis. The Union and the County will develop a process to track such rotation. The parties agree that if an employee believes he/she has been denied an opportunity to work as a

Lead/Floater improperly, the remedy will be to assign the employee to the next opportunity, rather than to pay the 5% premium for the missed opportunity.

12.11 Higher Classification Work and Out of Classification Work

Except for on-the-job training purposes and except for periods of less than one complete shift, any employee designated as acting in capacity of a classification higher than the employee's regular classification shall receive the nearest higher salary in the new range that is closest to a five (5) percent increase, but not less than four (4) percent for that assignment. It is understood and agreed that an employee may occasionally or intermittently, for short periods of time during his/her shift, perform duties that are normal to higher-level classification. Occasional performance of such duties for less than one complete shift is not to be considered subject to this section.

No position shall be filled with a temporary or On-Call employee working on a temporary basis in a higher classification for more than one hundred and eighty (180) days. This time period may be extended upon mutual agreement with the union.

The County shall make a reasonable effort to notify employees of temporary vacancies in the Community Corrections Center that are anticipated to last longer than two weeks.

12.12 Bilingual Pay

Regular employees that satisfy bilingual standards under County policy who are designated by the County to work in a bilingual position shall receive the amount of pay established by

County policy for each pay period in which the employee is designated to work in such position and such amount shall be no less than \$55 per pay period.

12.13 Shift Differential

A shift differential of seventy-five cents (\$0.75) per hour will be paid for all regular employees who work a regular shift commencing between the hours of 2 p.m. and 9 p.m. A shift differential of one dollar and fifty cents (\$1.50) per hour will be paid for all regular employees who work a regular shift commencing between the hours of 10 p.m. and 2:00 a.m.

12.14 FTO Pay

Employees in the classification of Community Corrections Specialist II or Residential Counselor who are assigned in writing and as directed by department management to be a field training officer (FTO) shall be paid an additional amount equal to 5% of their base pay for all hours during which the employee is working with the trainee(s) as an FTO, and for hours spent in training identified by management in writing as being required for FTOs.

Article 13.
RETIREMENT

- 13.1 The County shall continue to participate in the Public Employees Retirement System (PERS) for employees eligible to participate in the system. The County shall participate in the Oregon Public Service Retirement Plan (OPSRP), for all other employees.

Employees under this agreement shall contribute six percent (6%) of their salary for their retirement to be withheld, as with other payroll withholdings and thereafter the County, for the purpose of Internal Revenue Code Section 414(h)(2), as a pre-tax contribution, shall direct the employees' six percent (6%) contribution to the employee's PERS account or into the employee's transition account established under the OPSRP Plan, whichever is appropriate.

No employees covered by the collective bargaining agreement shall have the option of receiving the salary payment and paying the PERS or OPSRP contribution directly, and an employee's reported salary on the W-2 form for tax purposes will be reduced by the amount of the employee's contribution.

If any provision of this agreement is held invalid for any reason by a court or administrative body having competent jurisdiction, the remaining provisions shall remain valid and in full force and effect.

- 13.2 Sick Leave in Applicant to Final Average Salary (PERS)
The county will adhere to the provisions of PERS for final salary calculation (or eligible sick leave) for calculation of retirement benefits.
- 13.3 This Article shall apply to On-Call Employees only to the extent required by law.
- 13.4 The County will send a monthly report to the Union of the names of individuals who have retired in the previous month.

Article 14.

SAFETY

14.1 The County, the Union and employees will exert every reasonable effort to provide and maintain a safe working environment.

14.2 The County shall maintain safety committees, the membership of which will include representatives of the represented classifications appointed by the Union, whose purpose will include improving workplace safety. Committees will normally meet monthly, but no less than quarterly. Minutes shall be published and posted in a location readily available to employees. Members representing the bargaining unit shall suffer no loss of wages for participating in the safety committee.

14.3 Any employee who believes that any working condition is unsafe shall immediately call it to the attention of his/her supervisor. Such reported conditions shall be acted upon with no discrimination or disciplinary measures taken against an employee for reporting such conditions.

14.4 Protective Clothing

The County shall provide three (3) sets of uniforms to regular employees upon initial employment of personnel who are required to wear them, and replacements as needed. The County shall provide two (2) uniform polo shirts to On-Call Employees after they have worked for the County for three (3) months, and replacements as needed. Any employee to whom a uniform polo shirt or other uniform has been provided shall be required to wear it at work.

14.5 Tools

The County shall furnish all tools and safety and communication devices required by the County to perform his/her duties. Specifically, the County will make available duty belts, handcuffs, flashlights, duress pagers, key ring, CPR masks and latex gloves, radios and radio holders and substitute technologies that may be needed or recommended by the Safety Committee and approved by the County. Duty belts shall consist of duress pagers, key ring, CPR mask, latex gloves, radio holders, and any other tools required by the County to be worn on the duty belt. Duty belts for DPSST-certified staff shall also include handcuffs and handcuff holders.

Article 15.
DISCIPLINE AND DISCHARGE

15.1 An oral warning may be the first step taken for minor issues and shall be considered non-disciplinary and not subject to the grievance procedure. Nothing herein shall be construed as requiring a verbal warning prior to formal discipline.

15.2 Discipline

A disciplinary meeting will be arranged by the immediate supervisor to include a Shop Steward or Union Representative, provided the employee requests their presence and such presence will not create an unreasonable delay period. Discipline may include, but not be limited to, written reprimands, suspension, demotion or termination, as determined by the seriousness of the offense, the employee's work history, and other relevant circumstances. No career employee shall be disciplined except for just cause. For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall have some warning of the consequences of the conduct, unless the conduct is of such a serious nature that no prior warning is necessary in the eyes of a reasonable person.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied even handed.
- c. The County must conduct a fair and reasonable investigation.
- d. It must be determined, by a preponderance of evidence, that the employee has committed the alleged misconduct or act.
- e. The discipline issued must be appropriate based on the severity of the misconduct.
- f. The employee's past employment record with the County shall be considered, if appropriate, based on the severity of the act.

All disciplinary action above a written reprimand may be protested as a grievance through the grievance procedure as outlined in Article 16. Disciplinary action of written reprimand or below may be protested as a grievance through Step 2 of the grievance procedure as outlined in Article 16. Discipline shall be done privately in a manner which will not embarrass the employee before other employees or in public.

15.3 Discharge

If the County determines there is just cause for discharge, the County shall deliver to the employee and the Union written notice of such discharge, specifying the principal grounds for such action. Protests of the discharge of any employee shall be made through the regular grievance procedure set forth in Article 16. The Union may process a grievance concerning suspension, demotion or discharge at Step 3 of the Grievance Procedure. This Article shall not apply to any employee on initial probation.

15.4 Employees who elect to pursue grievances through Article 16 of this Agreement agree to waive their right to file the grievance through the Civil Service Commission.

15.5 This Article does not apply to On-Call Employees and an On Call Employee (nor the Union on their behalf) may not file a grievance over any discipline or termination decision made by the County. The County acknowledges that this provision does not constitute a waiver of On-Call Employees' *Weingarten* right to union representation during an investigatory interview that may lead to discipline.

Article 16.
GRIEVANCE PROCEDURE

16.1 Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1: An employee or employees having a grievance shall first take the matter up informally with the supervisor involved. If unresolved the employee, or group of employees who are similarly situated, with or without an employee or Union representative, shall commit the grievance or dispute to writing and submit the written grievance to the employee's division manager and the Human Resources Division within ten (10) working days of its occurrence; or if at the time the employee is unaware of the grievance, he/she may submit the grievance in writing, within ten (10) working days of the date upon which he/she became aware of its occurrence, but in no event longer than ninety (90) calendar days from the date of occurrence. The written grievance shall include the date of the occurrence giving rise to the grievance, the specific provision or provisions of the agreement alleged to have been violated, and the remedy of relief sought by the employee. The division manager shall then attempt to adjust the matter and respond to the employee within five (5) working days.

Step 2: If the grievance has not been settled, it may be presented in writing by the employee or Union representative or the union grievance committee to the department head within ten (10) working days after the division manager's response is due. The written notice shall state the nature of the grievance, the section of the contract allegedly violated, and the remedy requested. The parties shall meet to discuss and attempt to resolve the issues. The department head or his/her designee shall respond in writing within ten (10) working days after the meeting.

Step 3: If the grievance has not been settled, it may be presented by the employee or Union representative to the County Administrator or his/her designee, within ten (10) working days after the response of the department head or his/her designee is due. The County Administrator shall consider the grievance based upon the written information from its staff unless the employee, Union representative or union grievance committee shall request a personal meeting. The Union may be represented at such a meeting by the employee, no more than (3) three members of the union grievance committee and a Union representative. The response of the County Administrator, shall be made in writing within fifteen (15) working days of submittal, or within fifteen (15) working days after the meeting if a meeting is held.

Step 4: The Union, if not satisfied with the County Administrator's response at Step 3, may request arbitration within ten (10) working days.

The parties shall select an arbitrator from a list of thirteen (13) Oregon or Washington Arbitrators submitted by the Oregon State Mediation and Conciliation Service, by the method of alternately striking names. The grieving party shall strike the first name objectionable to it and the County shall then

strike the first name objectionable to it. The final name left on the list shall be the arbitrator. The arbitrator shall conduct a hearing to take evidence and testimony and shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The arbitrator's decision shall be final and binding on both the parties, but he/she shall have no power to alter in any way the terms of this Agreement. His/her decision shall be within the scope and terms of this Agreement and may provide retroactivity not exceeding ninety (90) calendar days prior to the last date of occurrence of the grievance specified in the written submittal.

The County and the Union agree that the loser shall pay the arbitrator's fee. Further, the County and the Union agree that the arbitrator shall declare a winning party. Each party shall pay such other costs that they incur.

- 16.2 Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.
- 16.3 The time periods described in this article shall be suspended for the duration of an emergency or may be extended by mutual agreement of the parties.

Article 17.
HOURS OF WORK

- 17.1 The workweek shall be from 12:01 a.m. Saturday through midnight Friday night.
- 17.2 A regular employee's normal work schedule shall, as determined by the County, consist of 8 hours per 24-hour period (a schedule of five consecutive workdays) or 10 hours per 24-hour period (a schedule of four consecutive workdays). In addition, a "flexible" work schedule may be utilized which shall be equal to forty (40) hours worked during the work week, but shall have no maximum or minimum number of work hours per day or work days per week. Such flexible work schedule shall not be in effect unless agreed upon in advance by the individual affected employee and the County.
- 17.3 Except in the case of an emergency, schedule changes to accommodate court appearances or other circumstances beyond the control of the County, not less than seven (7) days' notice will be given prior to a change in a regular employee's work schedule. The requirement of seven (7) days' notice may be waived by an employee.
- 17.4 All employees' work schedules shall provide for two (2) paid fifteen (15) minute rest periods. Employees may be permitted to combine rest periods based on the needs of the facility, and with supervisor approval.
- 17.5 All employee's work schedules shall provide for a one-half (1/2) hour lunch period in the middle of each shift when practicable. However, if an employee attends training where the County does not have control of the schedule, the lunch period(s) at such training will be unpaid.
- 17.6 Shift Selection
- At least thirty (30) days prior to September 1 of each year, regular employees will be given an opportunity to identify preferences for desired shifts and days off for the following two separate periods: September 1 to the last day of February, and March 1 to August 31. There shall be one bilingual assignment for day shift and one for swing shift. The County reserves the right to make all shift assignments, giving primary importance to seniority, staff preferences, performance, skills and abilities, and operational needs of the department. All other things being equal, seniority will govern. Shift assignments will be grievable only through Step 1.
- 17.6.1 Transfer of a position to a different schedule. In the event it becomes necessary to move part of the work unit to a different schedule after shift bid, the parties will discuss the issue in LMC prior to implementation. In that event, the parties agree to schedule an LMC meeting as soon as possible for purposes of such discussion.
- 17.6.2 Filling of shift vacancy. When a shift vacancy occurs outside of the annual shift selection process in Section 17.6, above, any vacant schedules will be posted and available for bid by regular employees. The selection will be open to all shifts and will be filled based on Section 17.6, above. Any resulting shift vacancy caused by such bid will be filled in the same manner. After the second such bid, any resulting shift vacancy will be filled in any manner deemed appropriate by the County, depending on the circumstances.

17.7 Shift Assignments for On-Call Employees

17.7.1 Monthly Schedules: On-Call Employees shall submit their availability on a monthly basis, by the 10th of each month for the following month to the designated supervisor. The designated supervisor shall then create a monthly schedule of shifts for On-Call Employees based on their availability, and will post the schedule by the 21st of each month. Posted schedules shall indicate On-Call Employees' unavailable dates.

17.7.2 Availability to be On-Call: After the monthly schedule is posted, On Call Employees shall submit their availability to be on-call during the month. On Call Employees shall inform the Center of any changes in availability during the month.

17.8 Assignments

Treatment Counselor is considered an assignment under the Residential Counselor classification. This assignment is anticipated to be for a period of at least six (6) months. The County retains the right to assign and to reassign employees from this assignment and remove an employee from this assignment or prematurely for reasons related to operational need or performance as determined by the county. Removal from an assignment is administrative and not discipline.

Article 18.
OVERTIME

18.1 Overtime

Overtime shall be paid for all work in excess of forty (40) hours per week. For purposes of determining overtime pay, hours worked shall include paid leave taken during the week for which overtime pay is being calculated. Compensation for overtime worked shall be at the rate of time and one-half (1-1/2) the employee's average regular rate of pay. Payment for overtime work shall be in cash as part of compensation for the same pay period in which it is accrued, or in the form of compensatory time off as provided in Section 18.5 of this Article 18. "Average regular rate of pay" is computed by adding all of the straight time compensated hours and premiums which an employee is owed during a work week, and dividing the total by the total number of hours paid during the work week.

Compensation shall not be paid twice for the same hours.

18.2 Modification of Work Schedule

With the employee's consent, a regular employee's schedule may be modified temporarily, for the purpose of avoiding payment of overtime without notice as required under 17.3.

18.3 Distribution

In instances where the need for coverage is known in advance of the vacant shift and cannot be filled by an on-call employee, the work shall be offered as follows:

Regular employees will specify their desire to work overtime during a particular schedule period. The employees should indicate the shifts and/or dates they are available to work overtime. When an overtime assignment becomes available as provided above, it will be offered to the most senior qualified person on the overtime list who has indicated his/her availability. If the most senior employee refuses the overtime, it shall be offered on a seniority basis to other qualified employees on the overtime list who have indicated their availability. The least senior qualified employee shall be assigned overtime if no other employees on the shift accept the assignment.

An employee may not work more than two shifts (sixteen (16) hours) in a twenty-four hour period, or three shifts (twenty-four (24) hours) in a forty-eight hour period.

The parties agree that if an employee believes he/she has been denied an opportunity to work overtime improperly, the remedy will be to assign the employee to the next overtime opportunity, rather than to pay for the missed opportunity.

18.4 Call Back and Court Time

18.4.1 Any regular employee required to report to work outside his/her regular shift shall be compensated for a minimum of two (2) hours of work at the rate of time and one-half. When applicable, regular shift compensation shall not be paid in addition to compensation paid in accordance with this article for the same hours of work.

18.4.2 Any employee required to report for a duty related court appearance less than two (2) hours before the beginning or less than two (2) hours after the end of his/her

regular shift, shall be compensated at the rate of time and one-half for the time elapsed between (1) the reporting time and the beginning of the regular shift, or (2) the end of the regular shift and the time the employee is released from the court appearance, whichever is applicable.

18.5 Compensatory Time

18.5.1 Compensatory Time in Lieu of Overtime Pay:

Compensatory Time earned as compensation for overtime shall be allowed to accrue to a maximum of 40 hours. When the maximum accumulation of compensatory Time is reached, all subsequent Overtime shall be paid at the Overtime rate.

18.5.2 Compensatory Time for Holiday Work or Standby Duty:

Compensatory time earned as compensation for working on a holiday, for call back, or for standby shall be allowed to accrue to maximum of 80 hours. When the maximum accumulation of compensatory time is reached, all subsequent holiday work, for call back, or standby duty shall be paid at the applicable rate.

18.5.3 On Call Employees are not eligible to receive Compensatory Time.

Article 19.
VACATION LEAVE

19.1 Accrual of Vacation

After having served in the County service for thirteen (13) consecutive qualified, payroll periods, full-time employees shall be credited with forty-eight (48) hours of vacation leave; and, thereafter, vacation leave shall be credited as follows:

<u>No. of Qualified Payroll Periods</u>	<u>Hours of Vacation Leave per Qualified Payroll Period</u>
1 to 130	3.6924
131 to 260	4.6154
261 to 390	5.5385
391 to 520	6.4616
521 and over	7.3847

Regular part-time employees (one-half (1/2) time or more) will accumulate vacation leave on a pro rata basis in accordance with County policy.

On Call employees are not eligible to accumulate vacation leave.

19.2 Maximum Accrual

The maximum accrual of vacation leave for any employee shall be three hundred sixty (360) hours. The Board of Commissioners may authorize individual exemptions to this limitation, however, if an employee leaves the County's service, the employee may be reimbursed for not more than three hundred sixty (360) hours.

19.3 Vacation Schedule

Employees shall be permitted to request vacation either on a split or an entire basis. Regular employees shall have the right to determine the vacation times, subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the County's right to so arrange scheduling. Regular employees may utilize seniority to bid for up to two (2) weeks of vacation per year during the annual vacation sign up. For vacation time outside of the seniority preference, vacation requests will be filled out on a first-come, first-served basis. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

19.4 Payment of Leave

An employee whose employment is terminated or who is laid off shall be compensated for his/her accrued and unused vacation and compensatory leave. In the event of death, payment of such vacation leave shall be made in the same manner that salary due to the decedent is paid.

19.5 Donation

Employees may donate accrued but unused vacation or holiday hours to another employee under the following conditions: (1) The donation is voluntary; (2) the donating employee receives no payment for the donated time; (3) the employee to whom the time is being donated has less than one hundred (100) hours accrued vacation, holiday and sick leave; and (4) the employee receiving the donation must provide a health care provider certification (including estimate of time away from work) attesting to a serious medical condition that would preclude them from performing the duties of their job.

Article 20.
SENIORITY

20.1 Determination

Seniority shall be determined by the length of a regular employee's service in a classification within the bargaining unit covered by this Agreement with ties broken by original date of hire in the department, with ties broken by: a) the date of an acceptance of the job offer in the current assignment, or b) if there is a tie by date of acceptance of a job offer, then determined by the sequence of time by the first candidate interviewed holding the most seniority (similarly applied if multiple ties). Seniority for part-time employees shall be pro-rated by the actual number of hours worked. A seniority list will be provided to the Union twice per year. For purposes of classification seniority, all Community Corrections Specialist positions shall be treated as the same classification. For purposes of Articles 19.3 and 20.2, Residential Counselor and Residential Mental Health Specialist shall be treated as the same classification. On-Call employees do not accumulate seniority.

20.2 Layoff and Recall Policy

Every reasonable effort will be made to avoid laying off employees. Seniority for purposes of layoff and recall shall be determined as the length of service, from the date of permanent appointment to the classification. An employee will not lose classification seniority in previous held classifications as a result of accepting permanent or temporary appointment to another classification. In the event that it becomes necessary to lay off employees, the following procedure will be used:

- 20.2.1 Within an effected job classification, the selection of employees retained will be in accordance with seniority, so long as the senior employees possess similar qualifications, and ability to perform the work of the employees displaced. Employees shall be given at least fifteen days' notice prior to layoff. The County will provide a copy of the notice to the Union.
- 20.2.2 An employee displaced from his/her job by reason of layoff shall be entitled to displace the least senior employee in the same class series or in another class series in the bargaining unit in which the employee holds seniority (the most recent date of which is less than two years from the date of the displacement), providing the displacing employee has greater seniority and possesses similar qualifications, and ability to perform the work of the employee he/she displaces. A displaced employee shall be entitled to displace other employees in the same manner. Employees wishing to exercise the right to bump, if any, must do so in writing within seven (7) calendar days from the date the employee receives notice of layoff. Once an employee submits a written notice of intent to bump, the applicable supervisor will meet with the employee within three (3) working days to review the applicable seniority roster.
- 20.2.3 The department head shall make the determinations of qualifications, and ability.
- 20.2.4 Recall of employees within each classification shall be in the reverse order of layoff from the classification. Laid off employees may remain on the layoff list for a maximum of twelve (12) months from the date of layoff.

20.2.5 Removal of Name from Recall List

The Human Resources Division may remove the name of a person from a recall list if the laid off employee fails to reply within ten (10) working days from the date of mailing of a written inquiry, sent by certified mail, to the laid off employee's last known address. It is the responsibility of the employee to notify the Human Resources Division of any address change.

The appointing authority may request the certification of the next person on the layoff list if the laid off employee is not available to work within ten (10) working days of their notification to return to work.

20.3 Termination of Seniority

20.3.1 Seniority shall be terminated when an employee:

- a. quits; or
- b. is discharged consistent with the terms of this Agreement; or
- c. is laid off and fails to report to work within ten (10) working days after having been recalled; or
- d. is laid off for a period in excess of 12 months; or
- e. retires or is retired.

20.3.2 An employee who transfers or promotes to another position outside the bargaining unit within the Community Corrections Department and who returns to their former classification within the bargaining unit within one year shall not lose seniority within the bargaining unit or classification.

Article 21.
UNION BUSINESS

21.1 Bulletin Boards

The County agrees to authorize the use of bulletin board space in convenient places to be used by the Union in communicating with employees. The Union shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Union. Such posting shall not be of a public political nature.

21.2 Meetings

Meetings between the County and the Union may be held, if practicable, during regular working hours, on the premises of the County, without loss of pay. (In other words, employees shall be paid for attendance at meetings that occur during their scheduled work time.) Unless otherwise approved by the County, the number of participating employees representing the Union, exclusive of any aggrieved employee, shall be limited to one (1).

21.3 Negotiations

Prior to the date set for reopening of this Agreement, the Union shall notify the County of the employees on its bargaining team. Three (3) regular employees shall be given time off for attending scheduled negotiation sessions, without loss of pay. The County shall not incur an overtime obligation as a result of employees attending negotiation sessions.

21.4 Union Representatives

- a. The County agrees that accredited representatives of the Union, upon reasonable and proper introduction and notice, shall, with departmental approval, have reasonable access to the premises during working hours to conduct business with the County within the scope of employment relations.
- b. The Union representatives shall have reasonable access to employees provided such activity shall not interfere with the regular work routine.

21.5 Use of Building Facilities

Union representatives shall be allowed the use of the facilities of the County for meetings when the facilities are available and the meetings would not conflict with the business of the department or County.

21.6 Except as otherwise provided in this Agreement, during their working hours, Union members shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union, or carry on other business activities of the Union; provided that this provision shall not prohibit conversations concerning matters which do not interfere with the work and duties of any County employee.

21.7 Shop Stewards

It is recognized by the County that shop stewards are desirable for the proper administration of the terms of this agreement. The County also recognizes that it is desirable that the person

designated, as steward shall receive his/her fair share of the work that s/he is qualified to perform. In no event shall the County discriminate against a steward in the matter of layoff or rehires or discharge him/her on account of the proper performance of his/her steward's duties.

~~Upon mutual agreement, the Union may take up any disciplinary action brought against a Shop Steward by the County as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration.~~

A Union representative will be allowed up to twenty (20) minutes during new employee orientation in the Community Corrections Center to make a presentation to employees it represents. The County will give the Union advance notice of employee orientation meetings.

Article 22.

STRIKES AND LOCKOUTS BARRED

- 22.1 There shall be no lockouts on the part of the County nor suspension of work on the part of the employees. This Agreement is guarantee that for its duration, there will be neither strikes nor lockouts and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

Article 23.
PERSONNEL FILE

- 23.1 Each employee shall have the right, upon request, to review and obtain copies of the contents of his/her personnel file, exclusive of materials received prior to the date of his/her employment by the County. The official file shall be maintained by the Human Resources Division.
- 23.2 An employee may respond, in writing, to any item placed in such personnel file, and said response shall become part of said file.
- 23.3 Each employee shall read and sign any negative written material that is placed in his/her personnel file, including merit ratings, written reprimands, suspensions, or discharges. It will be noted on the material that signing does not necessarily indicate agreement.
- 23.4 If the employee feels that the material is unjust, he/she may request, in writing, a hearing with the Department Director. The Department Director shall meet with the employee and shall respond in writing within ten (10) days, and the decision of the Department Director shall be final. The employee shall have the right to be represented by a Union official and shall have the right to call witnesses on his/her behalf.
- 23.5 For all Letters of Warning, Reprimand or any other discipline inserted into an employee's personnel file, after twenty four (24) months, provided that the employee has received no further discipline she/he may make a request to have such warning, reprimand or discipline removed from the employee's file. The County may at its discretion purge such warning, reprimand, or other discipline or choose to maintain such document(s) in the personnel file.

Article 24.
SAVINGS CLAUSE

24.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such as invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provision affected. The remaining parts or provisions shall remain in full force and effect.

Article 25.
INSURANCE

25.1 Medical

Effective January 1, 2017, through the duration of this collective bargaining agreement, the County will provide the following health insurance options for regular full-time employees:

PPO: Low Deductible Plan: Providence Standard Open Option \$500 deductible plan or plan with reasonably comparable overall benefit. High Deductible Plan: Providence Standard Open Option \$1,500 deductible, \$20 copay plan or plan with reasonably comparable overall benefit.

HMO: Low Deductible Plan: standard Kaiser HMO with \$250 deductible; 80% coinsurance; \$15/\$25 copay or plan with reasonably comparable overall benefit. High Deductible Plan: standard Kaiser HMO with \$750 deductible; 80% coinsurance; \$15/\$25 copay plan, or plan with reasonably comparable overall benefit.

Each plan under the PPO and HMO will have its own established rate based on actuarial cost of the plan.

The County also will provide dental and vision insurance similar to coverage currently offered through Delta Dental; or plans of other carriers offering reasonably comparable overall benefits.

The County's and employees' insurance contributions will be based on tiered rates depending on the level of coverage selected by the employee (e.g., employee only, employee plus spouse, full family coverage, etc.), rather than on a composite rate.

Effective January 1, 2017, the County's maximum contribution for medical, dental and vision insurance will be 92% of the premium for the plans selected by the employee.

Effective January 1, 2018, the County's maximum contribution for medical, dental and vision insurance will be 90% of the premium for the plans selected by the employee.

For those employees who meet the Wellness Points requirement for the preceding plan year, the County's maximum contribution for medical, dental and vision insurance will be 95% of the premium for the plans selected by the employee.

To qualify for the higher County premium contribution, the employee will meet wellness point requirements as determined by a work group of the County Wellness Committee. Wellness points earned in each calendar year will determine the employee's plan option for the following calendar year.

AFSCME may appoint one member to the work group of the County Wellness Committee. The work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County and will be subject to interim bargaining with the Association under ORS 243.698, except that the interim bargaining period shall be shortened to thirty (30) days.

Should health insurance premiums for the plan year 2019 or 2020 increase by 10 percent (10%) or more over the preceding year, either the County or the Association may reopen discussion concerning the restructuring of contribution rates and/or a restructuring of benefit plan design. The parties agree to a forty-five (45) day mid-term bargaining period in the event a reopener is exercised.

25.2 VEBA.

Effective January 1, 2017, the County will provide a contribution to a VEBA account in the amount of \$125 per month (paid on the first two pay periods of the month) for eligible full-time employees who choose to opt out of the County's medical, dental and vision insurance plans. In order to qualify for the Opt Out contribution, the employee must provide proof that s/he is covered by another qualified group health plan that meets the minimum value requirements set forth in the Affordable Care Act.

25.3 Long-Term Disability

The County will continue to provide regular full-time bargaining unit employees with long-term disability program benefits.

25.4 Life Insurance

As of the first day of the month following one full month of employment the County will provide group term life insurance coverage on the life of each regular full-time bargaining unit employee in the amount of at least \$10,000 death benefit payable to the beneficiary or beneficiaries designated by the employee. As of the same date the County will provide term life insurance coverage on the life of each eligible employee's dependent children, age six (6) months to 26 years, in the amount of a \$1,000 death benefit. The employee shall designate in writing the name of any dependent children to be covered by such insurance. Beneficiary designation shall be limited by any applicable law or policy.

25.5 Eligibility

Regular full-time bargaining unit employees will be eligible for coverage under the medical-hospital, dental, life insurance, and long-term disability plans as of the first of the month following thirty (30) days of continuous employment.

25.6 Tort Claim Defense Indemnification

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of this performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.

25.7 Pre-Tax Deferred Compensation

The County shall continue its current flexible spending plan and deferred compensation for the life of the Agreement.

25.8 Employee Benefits Committee

The County intends to establish a County-wide health benefit committee during the term of this Agreement to explore options to the issues of health benefit cost containment and benefit levels. When such committee is established, the Union will be afforded one representative on the committee, without loss of pay.

25.9 The parties agree that this Article does not apply to On-Call Employees, except Section 25.6. Regular part-time employees' eligibility will be governed by the County's Personnel Rules.

Article 26.
JOB SHARE

26.1 The parties mutually agree to utilize the County's job share policy. For the purposes of determining seniority, layoff and recall rights contract language will apply.

Article 27.
LABOR MANAGEMENT COMMITTEE

27.1 Labor Management

The parties agree to establish a joint labor-management committee as mutually agreed to consider issues on a topical basis, and shall meet monthly unless mutually agreed to meet more or less often.

The intent of this committee is to facilitate communication between the parties by providing a forum for discussion and collaborative problem solving of issues not addressed by the contract such as staff morale, operational methods and procedures, attendance, safety, and other policies of the department which affect the working conditions of the employees when such policies are not mandatory subjects of bargaining. The committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal contract negotiations.

27.2 Committee

The Union and the County shall appoint no more than four (4) representatives each to the Labor Management Committee (LMC). The committee will meet to establish a meeting schedule to share information and discuss issues, which might be appropriate for further LMC activity. It is agreed that this time shall be County-paid. The parties mutually agree to utilize a consensus method involving all recommendations of the committee.

Article 28.
TRAINING

28.1 Authorized Travel, Training and Conference Attendance

Food, lodging and travel expenses, or any of them, shall be paid by the County according to an approved per diem schedule and receipt of the properly detailed County expense form, to any employee required to attend a conference or business meeting, when said conference or business meeting is held at a location other than the employee's regular home and job locations. At the option of the County and when agreed to in writing prior to attendance, the County shall pay tuition and cost of instruction which is directly related to business of the County and designed to upgrade employee's skills, if employee has successfully completed the course of instruction.

28.2 The County will make a good faith effort to provide training to on-call employees which it determines is relevant to their job duties, in its discretion.

SCHEDULE "A"

American Federation of State, County and Municipal Employees

FISCAL YEAR (2017-2018) - Effective 07/01/2017

Class	Title	Range	Step A	Step B	Step C	Step D	Step E
227	Community Corrections Specialist I	Hour	\$21.43	\$22.50	\$23.64	\$24.83	\$26.08
		Month	\$3,714.09	\$3,900.76	\$4,098.00	\$4,304.05	\$4,520.66
		Annual	\$44,569.08	\$46,809.15	\$49,176.03	\$51,648.56	\$54,247.90
229	Community Corrections Specialist II	Hour	\$24.87	\$26.11	\$27.42	\$28.79	\$30.24
		Month	\$4,311.09	\$4,525.94	\$4,753.12	\$4,990.86	\$5,240.93
		Annual	\$51,733.09	\$54,311.30	\$57,037.43	\$59,890.36	\$62,891.21
225	Community Corrections Specialist III	Hour	\$27.36	\$28.73	\$30.15	\$31.67	\$33.25
		Month	\$4,742.55	\$4,980.30	\$5,226.85	\$5,489.24	\$5,763.97
		Annual	\$56,910.63	\$59,763.55	\$62,722.15	\$65,870.94	\$69,167.65
224	Residential Mental Health Specialist	Hour	\$27.86	\$29.25	\$30.70	\$32.25	\$33.87
		Month	\$4,828.65	\$5,069.91	\$5,321.88	\$5,589.94	\$5,870.51
		Annual	\$57,943.85	\$60,838.90	\$63,862.61	\$67,079.33	\$70,446.17
228	Residential Counselor	Hour	\$27.04	\$28.35	\$29.81	\$31.29	\$32.86
		Month	\$4,687.48	\$4,921.58	\$5,166.41	\$5,423.75	\$5,695.38
		Annual	\$56,249.71	\$59,058.73	\$61,996.92	\$65,084.97	\$68,344.58

Effective the first full pay-period following ratification or the first full pay period in July, 2017, whichever is later, adjust the straight time hourly rate of pay by 1.6% which reflects the percentage change in the CPI-W, West Coast (2016 Annual Average).

Effective the first full pay period following ratification or the first full pay period in July 2017, whichever is later, adjust the straight time hourly rate of pay for Residential Counselors by an additional 1.5% as a market adjustment.

Effective the first full pay-period in July 2018, adjust the straight time hourly rate of pay by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average), maximum 4.5%.

Effective the first full pay period in July 2018, adjust the straight time hourly rate of pay for Residential Counselors by an additional 1.5% as a market adjustment.

Effective the first full pay-period in July 2019, adjust the straight time hourly rate of pay by a percentage equal to the percentage change in the CPI-W, West Coast (Annual Average), maximum 4.5%.

