

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**WASHINGTON COUNTY AND
AFSCME COUNCIL 75**

Expires: June 30, 2027

Table of Contents

ARTICLE 1 - PREAMBLE.....	7
Article 2 – DEFINITIONS.....	8
Article 3 - RECOGNITION.....	10
Article 4 - SCOPE OF AGREEMENT.....	11
Article 5 - MANAGEMENT RIGHTS.....	12
Article 6 - EMPLOYEE RIGHTS.....	14
Article 7 - EQUAL EMPLOYMENT OPPORTUNITY.....	15
Article 8 - UNION DUES DEDUCTION.....	16
Article 9 HOLIDAYS.....	17
9.1 Holidays.....	17
9.2 Holiday Work.....	17
9.3 Eligibility for Holiday Pay.....	17
9.4 Holiday During Leave.....	18
Article 10 - SICK LEAVE.....	19
10.1 Accrual.....	19
10.2 Use of Sick Leave.....	19
10.3 Separation.....	20
10.4 Immunization and Testing.....	20
10.5 Sick Leave Without Pay.....	20
10.6 Future Improvements.....	20
Article 11 - OTHER LEAVES.....	21
11.1 Leave of Absence.....	21
11.2 Jury Duty and Witness Leave (Not related to work).....	21
11.3 Educational Leave.....	21
11.4 Military, Alternative Service and Peace Corps Leaves.....	22
11.5 Family Medical Leave.....	22
11.6 Workers' Compensation.....	22
11.7 Assignment to Transitional Duty.....	23
11.8 Bereavement Leave.....	23
Article 12 - WAGES.....	24
Administration of Salary Schedules.....	24
12.1 Rates of Pay.....	24

12.2	Anniversary Date.....	24
12.3	Merit Increases	24
12.4	Promotions	25
12.5	Demotions	25
12.6	Transfers	26
12.6.1	Position Transfer.....	26
12.6.2	Classification Transfer.....	26
12.7	Range Changes	26
12.8	Payment of Salary	26
12.9	Rate of Pay on Appointment from Layoff List.....	26
12.10	Lead/Floater Pay	26
12.11	Higher Classification Work and Out of Classification Work.....	27
12.12	Bilingual Pay	27
12.13	Shift Differential	28
12.14	Assignment Pay:.....	28
12.14.1	Field Training Officer Pay	28
12.14.2	Other Trainer Pay	28
12.15	Educational Training and Experience Incentive Program	28
Article 13 - RETIREMENT.....		29
13.1	29
13.2	Sick Leave in Applicant to Final Average Salary (PERS)	29
Article 14 - SAFETY		30
14.1	30
14.2	General Responsibility	30
a)	County Responsibility:.....	30
b)	Supervisory Responsibility:.....	30
c)	Employee Responsibility:	30
14.3	30
14.4	Tools	31
14.5	Physical Fitness.....	32
Article 15 - DISCIPLINE AND DISCHARGE.....		33
15.2	Discipline.....	33
15.3	Discharge	33

Article 16 - GRIEVANCE PROCEDURE.....35

 16.1 Grievance Procedure..... 35

 16.2 Any grievance..... 36

 16.3 The time periods described in this article. 36

 16.4 Employees have the right to engage in protected 36

ARTICLE 17 - HOURS OF WORK37

 17.9.1 Monthly Schedules 39

Article 18 - OVERTIME.....40

 18.1 Overtime..... 40

 18.2 Modification of Work Schedule..... 40

 18.3 Distribution..... 40

 18.3.1 Voluntary Overtime Offered..... 41

 18.3.2 Mandatory Overtime Scheduled..... 41

 18.3.3 Overtime due to Unplanned Absences..... 41

 18.4 Call Back and Court Time..... 42

 18.5 Compensatory Time 43

 18.5.1 Compensatory Time in Lieu of Overtime, Holiday Work, and Standby..... 43

 18.5.3 Scheduling Compensatory Time Off 43

 18.6 Overtime Opportunities for Out of Class and Non-Bargaining Unit Employees 43

 18.6.1 Distribution..... 43

 18.6.2 Requirements/Expectations/Duties..... 44

Article 19 - VACATION LEAVE.....47

 19.1 Accrual of Vacation 47

 19.2 Maximum Accrual..... 47

 19.3 Vacation Schedule..... 47

 19.4 Payment of Leave 48

 19.5 Donation..... 48

Article 20 - SENIORITY, LAYOFF, AND RECALL.....49

 20.1 Seniority..... 49

 20.2 Termination of Seniority 49

 20.2.1 49

 20.2.2 50

 20.3 Layoff..... 50

 a. Classification to be Reduced..... 50

b. Layoff Order	50
c. Notification of Layoff	50
d. No employee represented by the Union shall be laid off due.....	50
20.4 Bumping	50
20.5 Recall	51
20.5.1 Rate of Pay on Appointment from Layoff List:	51
20.5.2 Removal of Name from Recall List	51
Article 21 - UNION BUSINESS.....	55
21.1 Bulletin Boards	55
21.2 Meetings	55
21.3 Negotiations	55
21.4 Union Representatives.....	55
21.5 Use of Building Facilities.....	56
21.6 Use of Electronic Mail System.....	56
21.7 Shop Stewards and Authorized Representatives	57
21.7.1 Shop Stewards.....	57
21.7.2 Authorized Representatives.....	57
21.8 Information to the Union	58
Article 22 - STRIKES AND LOCKOUTS BARRED.....	60
Article 23 - PERSONNEL FILE.....	61
Article 24 - SAVINGS CLAUSE.....	62
Article 25 - INSURANCE	63
25.1 Medical	63
25.2 VEBA	64
25.3 Long-Term Disability	64
25.4 Life Insurance	64
25.5 Eligibility.....	64
25.6 Tort Claim Defense Indemnification.....	64
25.7 Pre-Tax Deferred Compensation	64
25.8 Employee Benefits Committee	65
Article 26 - JOB SHARE	66
Article 27 - LABOR MANAGEMENT COMMITTEE	67
27.1 Labor Management.....	67

27.2Committee 67
Article 28 - TRAINING.....68
 28.1 Authorized Travel, Training and Conference Attendance 68
Article 29 - EFFECTIVE DATE AND DURATION69
Appendix A.....70

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 “Career Employee” means a regular employee who has successfully completed the initial probationary period following appointment to regular County service.
- 2.2 “Career Probationary Employee” means a regular employee who serves an additional probationary period of thirty-nine (39) qualified payroll periods following promotion or transfer to a position requiring the employee to obtain new or different DPSST certification or twenty-six (26) qualified payroll periods following a promotion or transfer to a position that does not require the employee to obtain different or new DPSST certification. This probationary period does not deprive the employee of rights under the Agreement except as otherwise provided herein.
- 2.3 “Day,” for purposes of computing time, refers to a calendar day unless otherwise specified herein.
- 2.4 “Employee” means an employee of the County who meets the conditions described in Article 3, Section 3.1.
- 2.5 “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.
- 2.6 “Family member” or “immediate family member” as used in this agreement, shall be consistent with Oregon state law.
- 2.7 “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. If an employee submits availability for a shift, they must work that shift if called, unless the employee provides prior notice of unavailability.
- 2.8 “Probationary Employee” means a regular employee who has not completed the probationary period following initial appointment to County service.
- 2.9 “Probationary Period” for employees entering a position requiring the employee to obtain new or different DPSST certification means a working test period of thirty-nine (39) qualified payroll periods during which a regular employee is required to demonstrate by actual performance of the duties, fitness for the position. “Probationary Period” for employees entering into a position that does not require new or different DPSST certification 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.

- 2.10 “Qualified”, as used in this Agreement, means an individual who has demonstrated the ability to perform all aspects of the work involved in an efficient and safe manner, in the sole discretion of the County.
- 2.11 "Qualified Payroll Period" means a two-week payroll period in which the employee has not had more than one (1) workday (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) workday, so long as the employee works all the remaining workdays in the first payroll period.
- 2.12 “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.
- 2.13 “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.
- 2.14 “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.

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

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, workload 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

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 the 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.

ARTICLE 8 - UNION DUES DEDUCTION

- 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. 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. 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 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 any check off.
- 8.3 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.
- 8.4 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

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
Juneteenth	Christmas Day
Independence Day	Floating Holiday
Labor Day	Martin Luther King Day
Presidents' Day	

9.1.1 In the event the County Board of Commissioners recognizes an additional holiday, it will be added to the list in paragraph A, above.

9.1.2 Whenever a holiday falls on a scheduled day off, the closest scheduled workday will be considered the holiday. Employees who work an alternate schedule whose regularly scheduled workdays exceed eight (8) hours in a day may use vacation time, flex time, or compensatory time to make up the difference between their scheduled work day and the eight (8) hours of holiday pay.

9.1.3 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 their 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, they shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) their regular rate of pay or shall receive compensatory time and one-half (1-1/2) off to be accounted for in Holiday Time Bank maintained separately from compensatory time as described in Article 18. Accrued compensatory holiday time shall be paid to an employee or their beneficiary in the event of death or separation of employment.

9.3 Eligibility for Holiday Pay

No employee shall receive holiday pay if the employee is not in a paid status on their 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, compensatory leave or vacation leave when a holiday occurs, they shall be paid for such holiday and the holiday shall not be charged against their sick or vacation leave accumulation.

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

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.

In the event the County recognizes additional holiday(s) for its non-represented employees or to any other represented employees, the County will add such additional holiday(s) to the list of holidays contained in Section 9.1 above.

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 their duties by reason of personal illness or injury, necessity for health care, exposure to contagious diseases or for any reason covered by applicable laws and statutes governing use of sick leave, may utilize their accrued sick leave.
- 10.2.2 If an employee takes more than three (3) consecutively scheduled workdays as sick leave, they may be required to provide verification from a health care provider (HCP), or other satisfactory evidence of the need to use sick leave. 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 HCP stating the date the leave is to begin. The employee shall notify the department head or designee as soon as the attending HCP releases the employee to return to work.
- 10.2.4 As used in this article, "immediate family" shall be defined consistent with Oregon law.
- 10.2.5 Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement. Due to HIPAA and privacy issues, when sick leave investigative materials are requested, all materials will be provided by the County directly to the Union's designated Union Staff Representative rather than a Union-employee representative.
- 10.2.6 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.

10.2.7 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.

10.4 Immunization and Testing

If, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, the employee, upon prior notification to the supervisor, shall be provided immunization against, testing for such communicable diseases, or reimbursement for the cost of such immunization and testing, without cost to the employee where immunization may prevent such disease from occurring.

10.5 Sick Leave Without Pay

Upon application of an employee and after all available accrued sick leave, paid leave and protected leave has been exhausted, sick leave without pay shall be granted by the County, subject to the business and operational needs of the department for the up to ninety (90) days. Leaves in excess of ninety (90) days may be granted at the discretion of the County Administrator. Due to HIPAA and privacy issues, if requested, a copy of the employee's application and/or the County's denial/approval of the employee's application will be provided by the County directly to the Union's AFSCME Staff representative rather than a Union-employee representative.

Satisfactory evidence may be required by the County the same as in Section 10.2.2 above.

10.6 Future Improvements

If the County improves Sick Leave accruals for non-represented hourly employees, the Union bargaining unit employees will receive the same improvements.

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, they 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 the employee 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 their assigned shift, the employee will contact their supervisor for instructions or assignment.

11.3 Educational Leave

After completing the probationary period, the employee, upon request, may be granted a leave of absence, without pay, for educational purposes related to their employment, at an accredited school or vocational training program. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary, upon approval by the County.

Employees may also be granted leaves-of-absence with or without pay for educational purposes, 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. See Article 28: Training for additional training information.

An up to one- (1) year leave of absence for education purposes, with any requested extension, may not be provided more than once in any three- (3) year period. Employees are not required to use compensatory time off or vacation leave prior to educational leave without pay. Employees who elect to not be paid during this leave shall not be credited with Qualified Payroll Periods during their leave.

11.4 Military, Alternative Service and Peace Corps Leaves

Military, alternative service, and Peace Corps leaves shall be granted in accordance with the Oregon Revised Statutes, federal law, and County policy. Notwithstanding any other provision of this Agreement, an employee's work schedule will be adjusted to provide time off to attend military weekend drills.

After the County has paid an employee for available Military Leave in a calendar year, an employee may choose to use any accrued leave or leave without pay for additional Military Leave in the calendar year.

11.5 Family Medical Leave

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

11.6 Workers' Compensation

All 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 their normal salary for that day.

Any regular employee who shall sustains 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 their treating physician, in addition to such compensation as may be paid to them under Oregon law, shall receive from the County, the difference between such compensation payments and the amount of their 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 compensatory 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 Assignment to Transitional Duty

An employee who is unable to perform the regular duties of their position because of a compensable injury may be assigned by the County to other work which they are qualified. The employee will receive regular compensation and benefits while working in a modified or transitional duty assignment.

11.8 Bereavement Leave

Bereavement Leave shall be in accordance with County policy. That is:

- A. An employee shall be allowed up to three (3) workdays time off per occurrence with pay for death and/or bereavement leave related to death in the employee's immediate family. An additional leave of two (2) workdays shall be allowed for necessary funeral travel time when approved by the department director.
- B. Any bereavement leave taken under this section and County policy is inclusive of bereavement leave that an employee can take under OFLA, PLO, or other leave program.
- C. Under exceptional circumstances, leave for death may be granted by the department director upon death of a relative other than the employee's immediate family. The County agrees to abide by any change in the law regarding bereavement leave.

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

12.3.1 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.

12.3.2 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 their 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.

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, their pay will be determined by using the method that yields the higher pay rate between the following two options:

1. The employee shall be placed on a step in the new range effective the first day of the payroll period following such promotion, that will provide the equivalent rate of a one-step salary increase but no less than the minimum step of the new range; or
2. Human Resources will complete a salary analysis utilizing a Hiring Compensation Decision Matrix and Compensation Request Form, which is in accordance with the provision of the Oregon Equal Pay Law. The Hiring Compensation Decision Matrix and Compensation Request Form compares the employee's education and experience with the minimum qualifications for the promotional position and assigns an appropriate salary, hourly rate, or step in the new range of the promotional position. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.

The date of such promotion or reclassification shall establish a new anniversary date for subsequent salary increases.

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, the employee shall receive their 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 will not count towards merit increases upon recall.

12.10 Lead/Floater Pay

In the absence of a designated supervisor, non-supervisory personnel shall be assigned as Lead/Floater to assist with the oversight of building operations. An employee assigned as Lead/Floater 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.

Staff assigned as Lead/Floater must be DPSST certified. Lead/Floater assignment will primarily be assigned to Community Corrections Specialist II's on a rotational basis. The union and the County will develop a process to track such rotation. In the absence of a Community Corrections Specialist II, Lead/Floater assignment will be assigned to a Residential Counselor with DPSST certification who is on-duty working an overtime shift.

The parties agree that if an employee believes they have 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 their 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

All bargaining unit employees who meet the County standard for demonstrated skill in speaking a language other than English (including, without limitation, sign language) shall receive an additional seventy-five dollars (\$75) per pay period. The County agrees that if the County enhances its language proficiency policy to increase the incentive and/or to modify the testing to provide an incentive for conversational bilingual skills, it will provide the enhancements to the bargaining unit.

Employees who are not receiving bilingual pay because they do not work in a bilingual designated position or do not meet the County standard for demonstrated skill in speaking

a language other than English shall not be required to perform bilingual work, but may do so as they see fit.

12.13 Shift Differential

Shift differentials will be defined by the hours of work for each assigned shift. Employees working 7:00 am – 3:30 pm receive base pay; employees working 3:00 pm – 11:30 pm receive swing shift differential of one dollar (\$1.00) per hour; employees working 11:00 pm – 7:30 am receive night shift differential of one dollar and fifty cents (\$1.50) per hour. Ex: If someone from dayshift is working a double, they will begin receiving swing shift differential pay at 3:00 pm. Regular and on call employees are eligible for shift differential.

12.14 Assignment Pay:

12.14.1 Field Training Officer 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 per pay period for all hours during which the employee is assigned trainee(s) as an FTO, and 2.5% of their base pay per pay period for all other hours worked.

12.14.2 Other Trainer Pay

Employees assigned in writing and/or as directed by department management to provide Defensive Tactics, Core Correctional Practices Training, or recruit training in absence of an on-duty FTO shall be paid an additional amount equal to 3% of their base pay while providing the training.

Employees also will be paid this 3% premium for a reasonable amount of preparation time, which will be determined in advance by department management. Employees providing other types of training may be eligible for Trainer Pay, as determined by management, in writing and in its discretion.

12.15 Educational Training and Experience Incentive Program

Members of the bargaining unit who achieve and maintain their Intermediate DPSST Certificate shall be paid a 1.5% premium for all hours worked.

Members of the bargaining unit who achieve and maintain their Advanced DPSST Certificate or greater shall be paid a 3% premium for all hours worked.

ARTICLE 13 - RETIREMENT

13.1 Public Employees Retirement System:

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.

For the year July 1, 2024 through July 1, 2025, 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 as directed by Oregon law.

Effective the first qualified pay period in July 2025, employees under this agreement shall have the six percent (6%) contribution to PERS/OPSRP paid (picked up) by the County.

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 General Policy

The County believes that safe working conditions for each employee can be attained through use of safety equipment, by proper job instruction, frequent review of safe work practices and adequate supervision. The purpose of this section is to define County policy and establish responsibility for the administration and coordination of an effective safety program. The parties recognize that "safety" includes the mental and emotional environment in which employees work and will mutually agree to encourage the usage of the County's EAP. The County, the Union and employees will exert every reasonable effort to provide and maintain a safe working environment.

14.2 General Responsibility

- a) County Responsibility: 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.
- b) Supervisory Responsibility: All supervisors will abide by, adhere to, and appropriately enforce the safety program.
- c) Employee Responsibility: All employees are required as a condition of their employment to follow all established safety practices. Failure to follow such practices may be cause for disciplinary action. Any employee who believes that any working condition is unsafe shall immediately call it to the attention of their supervisor. Such reported conditions shall be acted upon with no discrimination or disciplinary measures taken against an employee for reporting such conditions.

14.3 Protective Clothing and Uniforms

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform shall be furnished to the employee by the County. The cost of the uniform including initial tailoring to make the uniform serviceable shall be paid by the County.

- a) Community Corrections Specialists
 - i. 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, but not less than on an annual basis. This may include a combination of uniform shirts, coats/jackets, and/or headwear

with County logos. Any employee to whom a uniform polo shirt or other uniform has been provided shall be required to wear it at work.

- ii. The County will provide employees assigned to uniformed positions who are required by the County to wear Department authorized footwear with a footwear allowance of one hundred dollars (\$100.00) every year which shall be paid in the first paycheck falling on a Friday in July each year.

b) On-Call Community Corrections Specialists:

- i. The County shall provide two (2) uniform polo shirts to On-Call Employees upon initial employment and replacements as needed, but not less than on an annual basis. This may include a combination of uniform shirts, coats/jackets, and/or headwear with County logos. Any employee to whom a uniform polo shirt or other uniform has been provided shall be required to wear it at work.

c) Residential Counselors and all Other Employees:

The County shall provide one (1) set of uniforms to regular employees upon initial employment, and replacements as needed. This may include a combination of uniform shirts, coats/jackets, and/or headwear with County logos.

14.4 Tools

The County shall furnish all tools and safety and communication devices required by the County for all Community Corrections Specialists to perform their duties. Specifically, the County will make available duty belts (including duty belt accessories), handcuffs and handcuff keys, flashlights, key ring, CPR masks and nitrile 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, nitrile gloves, radio and 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, handcuff keys, and handcuff holders.

The County will also:

- a. Provide no fewer than two (2) fully functional police band radios to be available on a daily basis.
- b. Provide access to one fully functional and operational vehicle for transporting offenders to jail and community agencies.
- c. Provide annual training which shall meet or exceed DPSST requirements to maintain Corrections Officer certification.
- d. Provide or pay for the cost of CPR and First Aid training, if required by the County.

14.5 Physical Fitness

In order to maintain physical fitness, the County will reimburse employees for gym membership, up to \$25 per month. Employees shall provide proof of the cost of gym membership in order to receive the reimbursement.

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.

15.3.1 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.

15.3.2 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 Grievance Procedure

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:

Disciplinary actions of demotion, suspension of greater than one (1) day or termination shall be initiated at step 3 of the grievance process.

Step 1: An employee or employees having a grievance shall first take the matter up informally with a supervisor. 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 twenty-one (21) calendar days of its occurrence; or if at the time the employee is unaware of the grievance, they may submit the grievance in writing, within twenty-one (21) calendar days of the date upon which they 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 fourteen (14) calendar 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 fourteen (14) calendar 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 their designee shall respond in writing within fourteen (14) calendar 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 their designee, within fourteen (14) calendar days after the response of the department head or their 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 twenty one (21) calendar days of submittal, or within twenty one (21) calendar 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 fourteen (14) calendar 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 their 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 they shall have no power to alter in any way the terms of this Agreement. Their 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.
- 16.4 Employees have the right to engage in protected activity without fear of retaliation.

ARTICLE 17 - HOURS OF WORK

- 17.1 The workweek shall be from 12:01 a.m. Saturday through midnight Friday night. Employees who work the extra hour for daylight savings time (DST) shall be compensated for the extra hour they work for the time change. Employees who work an hour less than their regular work shift will either need to use an hour of vacation, holiday or compensatory time within the pay period; or work an extra hour within the pay period to compensate for the time change.

Hours of work shall be calculated and documented in fifteen (15) minute increments.

- 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 (5) consecutive workdays) or 10 hours per 24-hour period (a schedule of four (4) 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 workdays 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 the impacted employee in writing. If an employee's schedule is changed under this provision, the supervisor will notify the employee in writing upon the change in schedule.

17.4 Voluntary Shift Trades.

Within the same fourteen (14) day work period coinciding with the County payroll period, staff may voluntarily trade shifts with a shift supervisor's approval, subject to denial for valid cause, and provided that such shift trades do not generate any overtime. All requests to voluntarily trade a shift must be submitted in writing at least one workweek in advance and approved at least forty-eight (48) hours in advance.

This section 17.4 is not intended to prohibit employees from requesting a shift trade less than one workweek in advance and/or supervisors from approving a shift trade when submitted less than one work week in advance for good and just reason, such as for non-recurring last-minute circumstances.

17.5 Overtime, Voluntary Shift Trades, Mandatory Schedule Changes.

Any shift for which an employee voluntarily signs up for overtime or a shift trade or is assigned to mandatory overtime or other schedule change, will count as the employee's regular schedule for attendance. Should an employee verbally agree to cover a mandatory overtime shift, it also will become the employee's regular shift for attendance.

- 17.6 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.
- 17.7 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. Employees required to take meal periods in designated areas and remain on duty with their department will have their meal period considered on-duty time. Employees who miss a meal break will be paid.

17.8 Shift Selection

At least thirty (30) days prior to September 1 of each year, regular employees will be given an opportunity, in order of seniority, select desired shifts and days off for each six (6) month for the following two separate periods: beginning September 1 to the last day of February; and March 1 to August 31.

There shall be a minimum of one bilingual assignment for day shift and one for swing shift. Bilingual employees will complete shift bid with the rest of the bargaining unit. In the event that higher seniority employees have bid for all but one day and/or swing shift schedules and there are no bilingual employees on each respective shift, then the last remaining shift schedule will be reserved for a bilingual employee to bid by seniority. See Article 12 Wages for additional information on eligibility for bilingual pay.

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.

17.8.1 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.

17.8.2 Filling of shift vacancy. When a shift vacancy occurs outside of the annual shift selection process in Section 17.8, 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 17.8, 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.

17.9 Shift Assignments for On-Call Employees

17.9.1 Monthly Schedules:

On-Call Employees shall pick their shifts by the 10th of each month for the following month. A monthly schedule for On-Call Employees will be posted on the schedule by the 21st of each month.

17.10 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.

18.1.1 Compensation shall not be paid twice for the same hours.

18.1.2 Overtime shall be computed in fifteen (15)-minute increments.

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.

Shifts that are assigned in accordance with this section, whether a full or split shift, cannot be modified once the finalized schedule takes effect; employees may not be bumped from an assigned shift by virtue of seniority, nor can they be shifted from an assigned shift for staffing coverage except when circumstances result in a voluntary schedule flex or by a voluntary relinquishment of assigned hours with supervisor approval.

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 in accordance with this section.

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.

Shifts that are assigned in accordance with this section, whether a full or split shift, cannot be modified except with supervisor approval; employees may not be bumped from an assigned shift by virtue of seniority, nor can they be shifted from an assigned shift for staffing coverage except when circumstances result in a voluntary schedule flex or by a voluntary relinquishment of assigned hours with supervisor approval.

The parties agree that if an employee believes they have 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.

18.3.1 Voluntary Overtime Offered

When overtime shifts for CCS become available, shifts will be offered to the most senior qualified person (CCS first, then DPSST certified Counselors). Overtime assignments will continue in a rotation until all available shifts have been accepted or declined through a rotation that is tracked in monthly increments.

The employer shall post available overtime shifts as soon as they can be reasonably known.

18.3.2 Mandatory Overtime Scheduled

When overtime assignments remain available after the rotational procedure outlined in 18.3.1 is completed, assignments will be scheduled in reverse seniority, one (1) shift at a time until all qualified CCS staff have been scheduled to work an overtime shift. The rotation described will reset at the beginning of each shift term (March and September).

Mandatory overtime will not be assigned to employees who are voluntarily working on their normally scheduled days of rest (scheduled off days).

Mandatory overtime will not be assigned to employees who are voluntarily working on their previously approved vacation days.

Mandatory overtime will not be mandated for employees whose following day is a previously approved or scheduled vacation period which may include regularly scheduled days off.

Mandatory overtime will not be assigned to employees who are voluntarily working on their previously scheduled holiday.

Mandatory overtime will not be assigned to employees on their normally scheduled days of rest (scheduled off days). This includes the employee's scheduled holiday. However, the employee may choose to accept a mandatory overtime assignment under these circumstances and receive credit for it.

18.3.3 Overtime due to Unplanned Absences

When overtime assignments become available due to an unplanned absence, assignments will be offered first to On-Calls, second to CCSs by seniority and third to DPSST certified Counselors. If the assignment is not voluntarily filled, management or designee shall ask on-shift staff in order of the mandatory list if they wish to volunteer for the overtime opportunity. If the employee accepts the

overtime assignment, the employee's name will be moved to the bottom of the mandatory overtime list. If the overtime assignment remains unfilled after asking for on-shift volunteers, it will be given to the least senior CCS staff. Subsequent overtime assignments will be assigned to the next CCS staff on the inverse seniority list.

The rotation described will reset at the beginning of each shift term (March and September). When new or current staff join a shift, as outlined in 17.8.2 "Filling of shift vacancy," the staff will be added to the top of the shift's mandatory list.

Movement to the bottom of the mandatory list requires an employee to work a minimum of four (4) hours of a designated mandatory overtime shift.

Mandatory overtime assignments can be split. It will be the employee's responsibility to find another employee to split the shift with and the mandated employee is responsible for coverage of the complete shift. The mandated employee shall notify their supervisor or designee of the split overtime shift and the other employee's name and the hours to be worked by both employees. Only the employee who was scheduled for mandatory overtime will be rotated to the bottom of the mandatory overtime list by working four (4) hours or more. A split shift can be split with no more than two (2) employees.

The mandatory overtime list shall be updated. The list shall be posted in the employee contact book.

Mandatory overtime due to unplanned absences will not be assigned to employees who are voluntarily working on their normally scheduled days of rest (scheduled off days).

Mandatory overtime due to unplanned absences will not be assigned to employees who are voluntarily working on their previously approved vacation days.

Mandatory overtime due to unplanned absences will not be mandated for employees whose following day is a previously approved or scheduled vacation period which may include regularly scheduled days off.

Mandatory overtime due to unplanned absences will not be assigned to employees who are voluntarily working on their previously scheduled holiday.

The mandated employee may select their post assignment from all assignments for that shift except for those assignments designated for certified corrections staff if the employee does not yet meet this criteria or assignments filled by employees who cannot be moved due to HR approved restrictions.

18.4 Call Back and Court Time

- 18.4.1 Any regular employee required to report to work outside their regular shift for a duty related court appearance, training, or a meeting 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, training, or a meeting less than two (2) hours before the beginning or less than two (2) hours after the end of their 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, training, or meeting, whichever is applicable.
- 18.4.3 Employees who are on off-duty status shall not be required to do work upon the completion of a specific call back or court appearance.

18.5 Compensatory Time

18.5.1 Compensatory Time in Lieu of Overtime, Holiday Work, and Standby Work:

Starting January 1, 2025, Compensatory Time earned as compensation for overtime, on a holiday, for call back, or for standby shall be allowed to accrue to a maximum of 120 hours per calendar year. When the maximum accumulation of compensatory time is reached, all subsequent Overtime, holiday work, for call back, or standby duty shall be paid at the applicable rate. Compensatory time banks will be paid out with the paycheck that includes December 31 of each calendar year, starting in December 2024. Any compensatory time carried over from calendar year 2024 to calendar year 2025 will count towards the 120 hour cap for calendar year 2025.

Employees who earn a differential on their overtime shift shall be credited with the differential and paid during the current pay period, regardless of whether the overtime was taken in pay or compensatory time.

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

18.5.3 Scheduling Compensatory Time Off

All compensatory time requests must be submitted in accordance with Article 19 and will be approved consistent with the scheduling and operational needs of the Center.

18.6 Overtime Opportunities for Out of Class and Non-Bargaining Unit Employees

18.6.1 Distribution

Bargaining unit employees, in-class, shall have priority for the scheduling of in-class bargaining unit assignments, hours, and overtime. If there are overtime shifts remaining after they have been offered to regular and on-call CCS, out of class and Non-bargaining unit employees may be offered overtime shifts before requiring CCS to work mandatory overtime.

If the County offers the CCS overtime shifts as described in paragraph 1, above, the overtime shifts will be offered in the following order:

- i. Certified Residential Counselors
- ii. Non-Certified Residential Counselors
- iii. Parole and Probation Officers
- iv. Supervisors and Management

Operations supervisors may be put on-post to count toward minimum staffing levels before remaining shifts are forced to CCS. The frequency of which Operations Supervisors are utilized for routine staffing level coverage shall be determined by the Center manager based on other necessary duties required of the Operations Supervisors.

This agreement is contingent upon FOPPO and the Parole and Probation Division agreeing to allow Parole and Probation Officers to work such overtime shifts, and to the other employees completing their regular job duties.

18.6.2 Requirements/Expectations/Duties

- a) The scheduling Supervisor shall email a copy of the finalized schedule to Parole and Probation Officers when the schedule is printed for the Center front desk.
- b) All out of class staff will be expected to perform the duties of the assigned overtime post at hand, not working duties within their normal classification.
- c) Residential Counselors shall follow current policy/expectations outlined in the bargaining agreement regarding call-outs and are expected to notify the Community Corrections Center front desk and/or scheduling Supervisor of advance and/or last minute notice of inability to work their scheduled overtime shift.
- d) Parole and Probation Officers:
 - i. Are expected to notify the Community Corrections Center front desk and/or scheduling supervisor of advance and/or last-minute notice of inability to work their scheduled overtime shift.

- ii. Will be allowed one (1) occurrence of missing their scheduled overtime shift without providing appropriate notice (no-call-no-show) without affecting eligibility to work overtime shifts at the Community Corrections Center.
 - iii. The second (2nd) occurrence of missing a scheduled overtime shift without providing appropriate notice (no-call-no-show) will result in the Parole and Probation Officer being ineligible to work overtime at the Community Corrections Center, unless the parties agree otherwise.
- e) All out of class staff will be expected to be able to perform the basic job requirements expected of an on-call Community Corrections Specialist after receiving equivalent related training. While there may not be an opportunity for out of class staff to shadow a Community Corrections Specialist before execution of the assigned post for overtime coverage, the out of class staff shall not be assigned to a post they have not previously worked and/or received basic training on. It shall be Center management's responsibility to ensure that all out of class staff receive basic training for their assigned post before working the assigned post or to create a plan for the out of class staff to receive the basic training while working the assigned post for the first time.

The scheduling Supervisor shall notify, via email or online scheduling platforms, Out of class and Non-bargaining unit employees of overtime availability and subsequent overtime scheduling/approval.

Out of class and/or non-bargaining unit employees shall be assigned to work all posts except for those post assignments designated for certified corrections staff or assignments filled by employees who cannot be moved due to HR approved restrictions.

This agreement is contingent upon FOPPO and the Parole and Probation Division agreeing to allow Parole and Probation Officers to work such overtime shifts, and to the other employees completing their regular job duties.

Residential Counselors shall follow current policy/expectations outlined in the bargaining agreement regarding callouts and are expected to notify the Community Corrections Center front desk and/or scheduling Supervisor of advance and/or last-minute notice of inability to work their scheduled overtime shift.

Parole and Probation Officers are expected to notify the Community Corrections Center front desk and/or scheduling Supervisor of advance and/or last-minute notice of inability to work their scheduled overtime shift. Parole and Probation Officers will be allowed one (1) occurrence of missing their scheduled overtime shift without providing appropriate notice (no-call-no-show) without affecting eligibility to work overtime shifts at the Community Corrections Center. The second (2nd) occurrence of missing a scheduled overtime shift without providing appropriate

notice (no-call-no-show) will result in the Parole and Probation Officer being ineligible to work overtime at the Community Corrections Center, unless the parties agree otherwise.

ARTICLE 19 - VACATION LEAVE

19.1 Accrual of Vacation

Employees shall be credited with vacation leave 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.

On or about July 1st of each year, the County shall post the available vacation slots for September through August of the following year. Employees will have two (2) weeks to complete the vacation bid process.

For vacation time outside of the seniority preference, vacation requests must be put in no later than the fifteenth of the previous month and no greater than ninety (90) days before the requested vacation. Requests made not within this timeline will be considered on a case-by-case basis. Time off requests outside of the vacation bid process will be approved on a first-come, first-served basis. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

Employees who begin employment during a vacation bid cycle may submit non-vacation bid time off requests once they are credited with vacation leave, not to exceed their

vacation accrual, and may participate in the next scheduled vacation bid cycle as allowed by their vacation accruals.

19.4 Payment of Leave

An employee whose employment is terminated or who is laid off shall be compensated for their accrued and unused vacation and compensatory leave. In the event of death, payment of such vacation and compensatory 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 or attesting that the employee is needed to care for a member of the employee's immediate family with a serious health condition or to care for the employee's immediate family member as otherwise allowed by state or federal law.

ARTICLE 20 - SENIORITY, LAYOFF, AND RECALL

20.1 Seniority

Seniority shall be determined by the length of a regular employee's service in a specific classification within the bargaining unit covered by this Agreement. Length of service is the number of qualified payroll periods an employee has worked for the County in a specific classification within the bargaining unit and shall be calculated at one (1) point per qualified payroll period without limit.

In the event two (2) or more employees within a specific classification have the same length of service points, order of seniority will be determined by the person whose date of employment with the County is chronologically first. In the event that two (2) or more employees have the same date of employment with the County, order of seniority will be determined 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).

Employees who leave the County service for military service and return to their position within the dates provided under the County's Military leave Policy after receiving an honorable discharge shall be entitled to return at the level of seniority they would have achieved had they not left on military leave.

For purposes of classification seniority, a probationary employee shall be treated as the same classification. For purposes of classification seniority, all Community Corrections Specialists 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.

Seniority for part-time employees shall be pro-rated by the actual number of hours worked.

On-Call employees do not accumulate seniority.

A seniority list will be provided to the Union twice per year.

20.2 Termination of Seniority

20.2.1 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 fourteen (14) days of the sending of written notice of recall by certified mail; or

- d) is laid off for a period in excess of eighteen (18) months; or
- e) retires or is retired.

20.2.2 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.

20.3 Layoff

Every reasonable effort will be made to avoid laying off employees. In the event that it becomes necessary to lay off employees, the following procedure will be used:

a. Classification to be Reduced

- i. The County shall determine the classes and numbers of positions to be affected by layoff and will prepare a layoff list for each classification to be reduced.

b. Layoff Order

- i. In the event of a layoff, employees shall be laid off in the inverse order of their classification seniority as defined in Article 20.1, so long as the senior employees possess similar qualifications, and ability to perform the work of the employees displaced.

c. Notification of Layoff

- i. In every case of layoff of an employee, the employee and the Union shall be notified in writing fifteen (15) calendar days before the effective date thereof. The notice shall state (1) the effective date of layoff, (2) for the reasons for the layoff, and (3) any options available to the employee such as that the employee has the right to bump but must exercise this option within seven (7) calendar days of notification of layoff.

- d. No employee represented by the Union shall be laid off due to lack of work or lack of funds prior to all non-represented part time, temporary, seasonal, or variable hour employees performing bargaining unit work of the Union.

20.4 Bumping

- A. Bumping Rights: An employee who is laid off may “bump” to an equal or lower classification in the bargaining unit, provided that the employee is qualified for the work involved such as already possessing DPSST certification if required and

has greater seniority in the bargaining unit than the least senior employee in the classification the employee seeks to bump into.

- B. Requests to Bump: Employees to be laid off shall submit written requests to bump to the Center manager with a copy to the Union 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 within three (3) working days to review the applicable seniority roster. The department head shall make the determinations of qualifications and ability.

The County shall notify the employees and Union in writing whether bumping requests are granted or denied. If denied, the reasons shall be stated. If a written request to bump is granted, the employee bumped shall, in turn, acquire the rights under this Section.

If an employee transfers to a different classification within the bargaining unit in lieu of layoff, the employee will not lose classification seniority in the previously held classifications as a result of accepting permanent or temporary appointment to another classification provided the employee accepts recall when offered.

- C. Bumping into the Bargaining Unit: An employee who transfers or promotes to another position outside the bargaining unit within the Community Corrections Department may be permitted to return to their former classification within the bargaining unit in lieu of layoff, so long that a vacancy exists in the bargaining unit. No bargaining unit employee shall be displaced as a result of this procedure.

A non-bargaining unit employee has no bumping rights to displace a represented employee. If a vacancy exists, any eligible employee may voluntarily be placed into a bargaining unit position for which they qualify.

20.5 Recall

Recall of employees within each classification shall be in the reverse order of layoff from the classification.

The term of eligibility for recall of a laid-off employee shall be twelve (12) months from the date of layoff.

The laid-off employee(s) shall be returned to a position in their former classification and salary step in reverse order of the layoff or demotion in lieu of layoff.

- 20.5.1 Rate of Pay on Appointment from Layoff List: When an individual 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.

- 20.5.2 Removal of Name from Recall List

- A. 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) calendar 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 County of any changes in address or telephone numbers. The appointing authority may request the referral of the next person on the layoff list if the laid off employee is not available to work within fourteen (14) working days of their notification to return to work.
- B. The failure by the employee to return to work within fourteen (14) days of the sending of written notice of recall by certified mail shall result in the employee's name being removed from the recall list.
- C. The County shall also provide the Union with copies of all layoff notices upon the sending of such notices.

D. Vacation Leave

An employee who is laid off will be paid for unused vacation leave at their regular rate of pay, provided the employee has completed at least thirteen (13) qualified payroll periods of service and is eligible for vacation benefits. An employee's rate of accrual for vacation leave will remain the same as it was at the time of layoff upon reappointment from the recall list.

Employees who wish not to be paid for accrued vacation time when laid off may request this in writing to the Human Resources Division at least three (3) days before the last day worked. The accrued vacation days will be held for a maximum of twelve (12) months from layoff. Requests for payment of accrued vacation days must be submitted in writing to the Human Resources Division. Vacation time not paid to the employee will be restored in the same manner as sick leave (See Section 20.5.2 E) upon reappointment from the recall list.

E. Sick Leave

Employees who are laid off will retain their accrued sick leave during the time they are on the recall list. Accrued sick leave will become available for use upon reappointment from the recall list. Sick leave is lost when the term of eligibility for recall expires.

F. Seniority

Laid off employees retain, but do not continue to accrue, seniority during the time they are on the recall list. Seniority is lost when the term of eligibility for recall expires.

G. Insurance

County paid insurance is discontinued on the last day of the month in which the layoff occurs. Laid off employees may continue to self-pay for health insurance benefits and coverage for up to eighteen (18) months, under certain conditions, if the employee pays the premium. Federal COBRA laws also apply to allow laid off employees to continue coverage.

H. Salary Administration

Upon reappointment from a recall list, an employee: shall receive the same step in the salary range that the employee was on when laid off or demoted. The anniversary date of a recalled employee will be adjusted so that the time spent on layoff or in a lower-level classification will not count toward merit increases.

- 20.6 An employee who is laid off will be paid for unused vacation leave at their regular rate of pay, provided the employee has completed at least thirteen (13) qualified payroll periods of service and is eligible for vacation benefits. An employee's rate of accrual for vacation leave will remain the same as it was at the time of layoff upon reappointment from the recall list.
- 20.7 Employees who wish not to be paid for accrued vacation time when laid off may request this in writing to the Human Resources Division at least three (3) days before the last day worked. The accrued vacation days will be held for a maximum of twelve (12) months from layoff. Requests for payment of accrued vacation days must be submitted in writing to the Human Resources Division. Vacation time not paid to the employee will be restored in the same manner as sick leave (See Section 20.2.6 E) upon reappointment from the recall list.
- a. Sick Leave: Employees who are laid off will retain their accrued sick leave during the time they are on the recall list. Accrued sick leave will become available for use upon reappointment from the recall list. Sick leave is lost when the term of eligibility for recall expires.
 - b. Seniority: Laid off employees retain, but do not continue to accrue, seniority during the time they are on the recall list. Seniority is lost when the term of eligibility for recall expires.
 - c. Insurance: County paid insurance is discontinued on the last day of the month in which the layoff occurs. Laid off employees may continue to self-pay for health insurance benefits and coverage for up to eighteen (18) months, under certain conditions, if the employee pays the premium. Federal COBRA laws also apply to allow laid off employees to continue coverage.
 - d. Salary Administration: Upon reappointment from a recall list, an employee shall receive the same step in the salary range that the

employee was on when laid off or demoted. The anniversary date of a recalled employee will be adjusted so that the time spent on layoff or in a lower-level classification will not count toward merit increases.

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 board is for use by employees and the Union for matters of their collective concern. This bulletin board is to be maintained by the Union, including periodic clearing of outdated materials. Posting of notices and other material by employees is restricted to Union business and training or education announcements and shall be limited within County facilities to these bulletin boards. The Union may place notices in the members' mailboxes. 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). If approved by the County, the Union may request one (1) additional employee to be present during the meetings.

When a Union E-Board meeting requires on-duty members' attendance, not more than two (2) members will be allowed to attend the meeting on duty time, unless it would create an undue hardship to the County. On-duty E-Board members shall be allowed no more than two (2) hours away from duty to attend E-Board meetings. With the approval of their respective supervisors, they may exceed two (2) hours, but shall use their own time or Union leave as authorized by the Union President. Time spent at E-Board meetings will be considered Union Time and employees will record it on their timecards.

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. Four (4) regular employees shall be given time off for attending scheduled negotiation sessions, without loss of pay. The bargaining team also will receive eight (8) hours of paid time to prepare for bargaining. Any Union member not scheduled to be on-duty during the negotiating sessions may adjust their shift in order to attend without loss of pay. The County shall not incur an overtime obligation as a result of employees attending negotiation sessions.

21.4 Union Representatives

21.4.1 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.

21.4.2 The Union representatives shall have reasonable access to employees provided such activity shall not interfere with the regular work routine.

21.4.3 For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:

21.4.3.1 The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and

21.4.3.2 The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

21.4.4 For purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:

21.4.4.1 The right to meet with the new bargaining unit employees within 30 calendar days from the date of hire for a period of 45 minutes, during new employee orientation or, if the public employer does not conduct new employee orientations, at individual or group meetings, without loss of compensation or vacation. The County will give the Union advance notice of employee orientation meetings.

21.5 Use of Building Facilities

Union representatives shall be allowed the use of the facilities or property of the County for meetings with bargaining unit employees when the facilities are available and the meetings would not conflict with the business of the department or County or otherwise interfere with the County's operations. Union representatives shall have the right to conduct these meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

21.6 Use of Electronic Mail System

A Union representative shall have the right to use the County's electronic mail systems or other similar communication systems to communicate with the employees in the bargaining unit regarding:

21.6.1 Collective bargaining, including the administration of collective bargaining agreements;

21.6.2 The investigation of grievances or other disputes relating to employment relations.

21.6.3 Matters involving the governance or business of the labor organization.

21.7 Shop Stewards and Authorized Representatives

21.7.1 Shop Stewards

- a) 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 their fair share of the work that they are 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 their steward's duties.
- b) 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.

21.7.2 Authorized Representatives

- a. Union officers selected to serve as authorized representatives shall be certified in writing to the County. Members of the bargaining unit elected to serve as authorized representatives of the Union shall perform their duties as representatives of the Union on their own time, except as provided in subsection B of this Section.
- b. The Union shall be provided a total of up to forty (40) hours paid leave per year to each authorized representative of the Union for the purpose of conducting Union business, exclusive of contract negotiations ("Union time"). Union time shall be taken in increments no smaller than 15 minutes for Union business. Union time will be provided for on-duty Union Representatives who are representing an employee who is the subject of an investigation. Union time may be taken for any purposes attendant to the administration of the contract, including attendance at E-board meetings, arbitration, fact-finding and mediation sessions, hearings before the Employment Relations Board, labor seminars, and any labor relation matters as follows:
 - i. Except as provided in Paragraph b, requests for Union time shall be made at least 24 hours in advance. Requests for Union time shall be granted when the request is made 24 hours in advance, unless undue hardship on the County.

- ii. Requests for Union time with less than 24 hours' notice shall be subject to the reasonable operating needs of the County, including staffing needs. Provided that if the Union time is used for representation of an employee in an investigatory interview (internal investigations and pre-disciplinary hearings) and less than 24 hours' notice of the interview is provided to the Union, the interview shall be rescheduled if a Union representative cannot attend the interview. The County shall immediately notify the Union President of requests for representation in disciplinary interviews. If the President cannot be reached, the notice shall be provided to the Union's Secretary-Treasurer. If the Secretary-Treasurer cannot be reached, then the notice shall be provided to a member of the Union's Executive Board.
- iii. All Union time must be documented by the individual(s) using the Union Time. Employees will enter this time as Union Time on their timecards. Scheduling of time for Union business unrelated to representing an employee who is the subject of an investigation shall be by mutual agreement with the Union representative's supervisor and shall be documented on payroll records the same as any other time-off request.
- iv. The choice of who will represent the Union in a disciplinary or other matter, provided the employee desires such representation, shall reside solely with the employee.

21.8 Information to the Union

If the County has the information identified below in its employer records, the County shall provide to a union representative, in an editable digital file format agreed to by the union representative, the following information for each employee in the bargaining unit:

1. The employee's name and date of hire.
2. Contact information including:
 - a. Cellular, home and work telephone numbers;
 - b. Any means of electronic communication, including work and personal electronic mail addresses; and
 - c. Home address or personal mailing address; and
3. Employment information, including the employee's job title, salary and work site location.

The County shall provide the information identified above to the union representative within 10 calendar days from the date of hire for newly hired employees in an appropriate

bargaining unit, and, every 120 calendar days for employees in the bargaining unit who are not newly hired employees.

ARTICLE 22 - STRIKES AND LOCKOUTS BARRED

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 their personnel file, exclusive of materials received prior to the date of their 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. Employees, upon request, shall have the right to inspect and obtain copies of any or all of their personnel file.
- 23.3 Each employee shall read and sign any negative written material that is placed in their 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, they 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 their 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 they 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

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, 2024, 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. High Deductible Plan.

HMO: Low Deductible Plan. High Deductible Plan.

HDHP VEBA: High Deductible Plan with VEBA Contribution

Each plan under the PPO, HMO, and HDHP VEBA 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.

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, 2021, 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.

Should health insurance premiums for the plan year 2025, 2026, or 2027 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

Opt out employees: 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 they are 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 (effective January 1, 2022, this amount will be increased to \$50,000). 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 their date of hire. If an employee's first day of work is on the first day of a month, their benefits will begin on their date of hire.

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

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. The County shall pay tuition and instructional material costs of any employee required by the County to attend a regular course of instruction. An employee who voluntarily attends a course of instruction which is directly related to their job duties and business of the County may receive tuition from the County if the employee has successfully completed the course of instruction, and prior to the employee attending the course of instruction, if the County agrees in writing to pay tuition and costs.

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.

ARTICLE 29 - EFFECTIVE DATE AND DURATION

29.1 This Agreement is effective upon execution and shall remain in full force and effect through June 30, 2027. After June 30, 2027, this Agreement shall be automatically renewed from year to year unless either party gives written notice to the other on or before March 31, 2027, or any anniversary thereof, of their desire to renew this Agreement or to negotiate a new Agreement.

Dated this 5th day of November 2024

WASHINGTON COUNTY, OREGON

AFSCME COUNCIL 75

By: [Signature] By: [Signature]
KATHLEEN HILLENBORN
CHAIR, WAC to BCC 11/22/2024

APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS

Minute Order #: 24-255 Date: 12/12/24

By: [Signature]
CLERK OF THE BOARD

APPROVED AS TO FORM

County Counsel for Washington County, Oregon

APPENDIX A
AFSCME and Washington County

Year One

Effective the first full pay period in July, 2024, adjust the straight time hourly rate of pay for all employees under this Agreement by 4.1% which reflects a cost of living adjustment.

Effective the first full pay period in July, 2024 adjust the straight time hourly rate of pay for Residential Counselors by an additional 2% as a market adjustment.

Effective the first full pay period in July, 2024, adjust the straight time hourly rate of pay for Community Corrections Specialist I, II, and III by an additional 1% as a market adjustment.

Year Two

Effective the first full pay-period in July 2025, the County will pick up the 6% PERS/OPSRP contribution for all employees under this Agreement.

Year Three

Effective the first full pay-period in July 2026, adjust the straight time hourly rate of pay for all employees under this Agreement by the cost of living adjustment ("COLA") that the County grants to non-represented employees, with a minimum of 1% and a maximum of 4%.