COLLECTIVE BARGAINING AGREEMENT

Between

SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION LOCAL 937

And

OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

EXPIRES: September 30, 2028

SEIU Local 503/OPEU
1730 Commercial St. SE Salem, OR 97302

Questions about your Contract?
Call SEIU 1-844-503-SEIU (7348)

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COLLECTIVE BARGAINING AGREEMENT

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

(a) The right to determine the specific programs and services offered by the Employer, the methods and means by which they shall be effectuated, and to determine the size and nature of the work force.

(b) The right to determine the number and location of the facilities necessary to carry out the functions of the Employer, including the right to establish new facilities and/or relocate or close existing facilities.

(c) The right to direct the employees of the Employer, including the right to determine and evaluate qualifications, hire, discipline, terminate, promote, demote, transfer, layoff, schedule hours and days of work, assign duties and workload, evaluate, and to establish general work rules and policies not contrary to this Agreement.

(d) However, the employees will be provided the opportunity to provide input, verbal or written, on any policy decisions being made by the Employer within the scope of the employees' professional duties. This does not extend to those management rights set forth elsewhere in this Agreement.

ARTICLE 3 - NONDISCRIMINATION

Section 1.

The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, gender identity, sexual orientation, disabilities, creed, religion, national origin, union affiliation, political affiliation, or any other protected status or activity in accordance with applicable law. This shall not restrict the Employer from restricting an individual’s family member from working under the direct supervision of another family member or any member of the individual’s household. The Union and the Employer both agree to abide by the provisions of this Article.

Section 2.

Any alleged violations of Article 3 will be initiated at Step 4 of the grievance process (per Article 14, Section 3[d]). Grievances alleging any form of discrimination as listed in Section 1 will be submitted in writing within one hundred and eighty (180) calendar days of date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance.

Section 3.

Discrimination claims may be submitted by the Union or the grievant and/or claimant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

ARTICLE 4 - UNION MEMBERSHIP AND DATA

Section 1 Dues.

Upon the written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. Requests received by the 7th of the month will be processed with the first pay day of the month. Requests received by the 22nd of the month will be processed with the second pay day of the month. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the Employer receives will be promptly forwarded to the Union. The Union, as the Custodian of Record, will maintain the written, electronic and recorded oral authorization records and will provide copies of such records to the Employer upon request. Any written, electronic or recorded oral dues authorizations will cease only upon compliance by the employee in alignment with the Union authorization process.

The Employer agrees to automatically adjust the dues amount for employees whose base salaries increase or decrease during the term of this Agreement.

Section 2 Reports:

The deductions collected from all employees, together with itemized statements, shall be remitted to the Union's Salem Headquarters ten (10) days after such deductions are made. This information shall be provided in electronic format via the Union's secure FTP site. This statement shall include the following information for every bargaining unit employee:

Deductions Report:

- Employee identification number
- Legal name of employee
- Job classification
- Gross pay
- Amount of dues deducted from gross pay
- CAPE amount deducted from gross pay

A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by the close of business on the seventh (7th) for inclusion in the first pay day of the month and the twenty second (22nd) for the second pay day of the month. The Employer agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

Alpha Report: On a monthly basis (no later than the tenth [10th] of the month), the Employer shall furnish electronically to the Union and sub-local officers an alphabetical listing, by department of all employees represented by the Union. The report shall notate changes in employment status (e.g. new hires, separations, terminations, transfers, promotions). The list shall be provided by the close of business by the last working day of the month. The list shall contain the following information for each employee:

- Legal name
- Date of Birth
- Date of Hire
- Home address
- Home email address when provided
- Cellular phone number
- Home phone number
- Work email address
- Work phone number
- Work location
- Department
- Gender as reported by the employee
- Race as reported by the employee
- Ethnicity as reported by the employee
- Job Title
- FTE status
- Employee ID number
- Hire date
- Anniversary date
- Classification
- Termination dates (where applicable)
- Reasons for departure

Section 3 Membership.

All employees covered by the terms and conditions of this Agreement may elect to become members of the Union. The Union shall notify all newly hired employees of this choice during the employee's New Employee Orientation (NEO). All questions regarding Union rights and responsibilities should be directed to Union officials.

Section 4 Indemnification.

The Union will indemnify, defend and hold the Employer harmless against any claims made or any suit instituted against the Employer on account of any payroll deductions for the Union. The Union agrees to refund to the Employer any amount paid to it in error.

ARTICLE 5 - UNION RIGHTS

Section 1.

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

Elected sub-local bargaining team members will participate in contract negotiations without loss of pay. Union bargaining teams will be provided reasonable paid time to prepare for and participate in bargaining. Such time shall not include time in travel status, nor provide mileage reimbursement.

Authorized union representatives who serve on the Labor Management Advisory Committee (LMAC) shall do so without loss of pay.

Union stewards shall be provided reasonable paid time to perform the following duties:

- Attend investigatory meetings, due process hearings, investigate and process grievances
- Participate in or prepare for arbitration proceedings, administrative hearings and proceedings before the Employment Relations Board
- Participate in labor-management meetings and New Employee Orientations (NEOs)
- Testify in a legal proceeding in which the public employee has been subpoenaed as a witness
- To be present upon request when an employee is attending an ADA accommodation request meeting

Only one (1) Union Steward will be in pay status for any one (1) grievance or disciplinary meeting except when they are accompanying a newly appointed Steward (i.e. appointed within the past twenty-four [24] months), to attend meetings with management during their regular working hours.

Section 2. New Employee Orientations (NEOs)

Within thirty (30) days of a new employee being hired, designated union representatives (union officers/stewards or other union members designated by the Union) shall be granted leave without loss of pay to conduct a thirty (30) minute new employee orientation with the newly hired employee. The Union will work with the Employer to organize, when possible, NEOs for groups of newly hired employees.

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

Section 3. Union Release Time

Subject to the operational requirements of the Employer, employees in the bargaining unit shall

be granted a leave of absence without pay (considered release time under Section 4(6) of House Bill 2016 /PECBA) of not less than one (1) month and no more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU to the Employer's Human Resources Department. Leave extensions and/or leaves of less than one month may be granted only by mutual agreement between the Union and the Employer. In accordance with Section 4(6) of House Bill 2016/PECBA, the Union shall reimburse the public employer for any compensation that is paid to the designated representative during a period of release time. Compensation paid under this subsection includes any employer contributions made toward any employee benefits, including benefits under ORS chapter 238A.

A shorter period of no less than forty (40) consecutive hours within a workweek may be requested as unpaid Union leave. This request is subject to the Employer's operational requirements, provided sufficient notice is received no less than thirty (30) days before the requested leave date and that there are no increased costs to the Agency such as penalty payments or overtime.

Upon return to service, the employee shall be returned to their same department, classification and work location as held when the leave was originally approved by the Employer.

ARTICLE 6 – NO STRIKE/NO LOCKOUT

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

ARTICLE 7 - CONTRACTING OUT

Section 1.

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

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

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

Section 2.

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

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

(b) Up to nine hundred dollars ($900), within an eighteen (18) month period from the implementation of the contract, for retraining that leads to a certificate or that enhances the employee's employability;

(c) Up to three (3) months, or until time of other employment, whichever is shorter, a lump sum monthly severance pay equal to the employee's gross base monthly wages at the time of the layoff to all affected employees who are to be laid off as a result of the contract award and who maintain continued service through to the implementation of the awarded contract; and,

(d) Up to three (3) months, or until time of other employment, whichever is shorter, payment of the employee's COBRA expense (health insurance premium) for those employees laid off as a result of the contract and who meet the eligibility requirements under COBRA law.

Section 3.

If any bargaining unit members are displaced as a result of contracting out, the Employer agrees to encourage the contractor to hire displaced employees. An employee laid off as a result of the contract, whether employed by the contractor or not, retains their layoff rights as defined in Article 18 – Layoff and Furlough.

ARTICLE 8 – PROGRAM AREAS

Program Areas are unique clusters of employees engaged in providing a common service.

There are four (4) Program Areas within the agency: General Administration; Senior and Disability Services; Community Services Program; and Community and Economic Development.

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

In the event the parties cannot resolve the disagreement within ten (10) working days after the

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

ARTICLE 9 - HOURS OF WORK

Section 1.

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

Section 2.

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

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

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

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

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

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

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

Section 3.

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

Section 4.

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

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

Section 5.

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

Section 6.

Employees may be allowed to use flextime, defined as a one-time adjustment to the normal work schedule, to adjust their working time when they have a client appointment which causes them to work later than their normal quitting time, or for personal business. The employee must notify their supervisor, in writing, by the start of the next business day that the employee was required to work later than their normal quitting time. Employees must obtain their supervisor's consent to take flextime and the use of this flextime provision must not be the cause of the employee working more than forty (40) hours in the week.

Section 7.

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

ARTICLE 10 - OVERTIME

Section 1.

Employees shall be compensated at the rate of one and one-half (1.5) times their regular hourly salary rate of pay for those hours worked in excess of forty (40) per week.

However, employees shall not work overtime until and unless authorized to do so in writing by their immediate supervisor. When it is not feasible to obtain prior approval, the employee shall follow the alternate procedure established by their supervisor.

Section 2.

Compensation for overtime work shall be in the form of either compensatory time off or cash.

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

Section 3.

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

ARTICLE 11 - PROTECTED WORK TIME

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

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1.

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

Section 2.

A written pre-dismissal notice shall be given to a regular status employee who is being considered for dismissal at least seven (7) calendar days prior to its effective date. Such notice shall include the then known complaints, facts, and charges and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges, or present mitigating circumstances, either in writing or by meeting with the Executive Director or designee, prior to the effective date. The employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice.

Section 3.

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

writing.

ARTICLE 13 - PERSONNEL RECORDS

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

(a) Letters of caution, consultation, warning, admonishment, and reprimand shall remain in the employee's personnel file for a maximum of thirty-six (36) months, if no recurrence of a similar infraction occurs. If after that time period there has been no recurrence of a similar infraction, and provided the person is still employed by the Employer, the information shall be removed and sealed in a confidential file, separate from the personnel file, to be kept by the Human Resources Manager.

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

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

(c) The sealed confidential information shall be released only in the event of legal or liability

reasons, or at an employee's supervisor's request. The employee, if still employed by the Employer, shall be notified that the sealed confidential file has or will be opened, and by whom.

(d) Material relating to letters of caution, consultation, warning, admonishment, and reprimand shall be removed from the employee's personnel file if the employee grieves the action and the grievance is resolved in favor of the employee. Should the grievance be resolved in favor of the Employer, the material shall remain in the employee's personnel file for the time period set forth in Section 4(a) of this Article. The employee may prepare a written statement that will be included in the file regarding their views on the matter.

Section 5.

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

Section 6.

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

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1.

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

(a) The written grievance shall include a statement of the grievance and relevant information, including:

1. Specific names and dates (unless it is a group grievance);
2. The provision(s) of the agreement alleged to have been violated including a detailed explanation of how those provision(s) were violated;
3. The remedy sought; and
4. The name of the designated Union representative as described in Section 2 of this Article.

(b) The designated Union representative will also advise their own supervisor that they have a grievance in process as soon as the grievance is filed.

(c) At each step of the grievance process, the Union shall provide to management the original grievance form, any subsequent Employer/Union responses to date and any other available data or correspondence deemed appropriate by the Union.

Section 2.

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

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

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

Section 3.

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

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

(a) Step 1: Within twenty (20) working days of the occurrence of a disputed action or from the date the offended employee should have reasonably known of the disputed action, the employee shall submit a formal Statement of Grievance form with the Employer.

(b) Step 2: In the event a formal Statement of Grievance is filed, the immediate supervisor shall respond in writing to the employee and the Union within ten (10) working days from their receipt of the grievance. If the supervisor calls for a meeting, it will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting, rather than ten (10) working days from the receipt of the grievance.

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

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

(d) Step 4: If the grievance still remains unresolved, the Union representative shall, within ten (10) working days after the Step 3 response is provided, submit the grievance file to the Executive Director. The Executive Director may call a meeting of the interested parties. The Executive Director shall respond in writing within ten (10) working days from receipt

of the grievance file, to the employee and the Union. If the Executive Director does call for a meeting, it will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting.

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

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

Section 4.

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

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

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

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

Section 5.

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

to discuss additional time expectations, and to work out a mutually acceptable plan for work coverage. This meeting will be held prior to the expenditure of the additional work time.

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

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

ARTICLE 15 – LIMITED-TERM POSITIONS / APPOINTMENTS

The Employer may authorize limited term appointments to fill in for a regular employee who is on an extended leave of absence, perform work for a new service or function, or to fill positions requiring unique skills when the work is generally subject to the continuation of a grant, contract or award. Limited Term positions/appointments shall be covered by the terms of this contract for regular status employees. External limited term hires will be covered by the terms of the contract, excluding Article 7 regarding contracting out, Article 14 regarding grievances pertaining to discipline, and Article 18 regarding layoff and bumping rights.

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

ARTICLE 16 - PROBATIONARY PERIOD

Section 1.

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

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

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

Section 2.

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

Section 3.

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

Section 4.

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

Employer.

(a) Leave: Employees shall be eligible to use leave mandated by law that may include leave without pay, sick leave, vacation leave accrued, compensatory time, and holidays per Article 23, Section 1 and 2 during the probationary period.

(b) Accrual of Leave: Sick leave and vacation leave benefits based upon or earned in connection with time worked shall accumulate during an employee's probationary period.

(c) Insurance Benefits: Probationary period employees shall be enrolled in the insurance programs beginning the first day of the first full month following their date of hire provided they meet the minimum hourly eligibility requirements of the carrier, with the benefits to be paid pursuant to Article 33 - Insurance.

(d) Retirement Program: The Employer participates in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). New hires who are active members of one of these plans shall have Employer and employee contributions to the applicable plan commence on their continuous service date. New hires who are not active members of one of these plans, shall have Employer and employee contributions to the applicable plan commence on the first of the month following completion of the initial six (6) month probationary period.

(e) Termination While on Probationary Status: An employee who is terminated while on probationary status shall lose all accumulated benefits and leave time. No payment will be made for unused benefits.

Section 5.

Employees newly hired by the Employer who have been performing similar duties on behalf of the Employer may petition their supervisor for a reduction in the employee's probationary period. Employees may request a one-month reduction in the length of the probationary period for every two months of performing work on behalf of the Employer that is the same or substantially similar to their current positions. In the event the request is denied, the employee may request for a review by the next level of management. The decision from this review is final.

In the event of an early ending to the probationary period, the employee will achieve regular status and may utilize vacation leave, sick leave, and personal holidays the same as any regular status employee. After six (6) months, the employee will receive their step increase and access to their Health Savings Account (HSA).

ARTICLE 17 - SENIORITY

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

ARTICLE 18 – LAYOFF AND FURLOUGH

A. Layoff

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

Section 2. Notice of Layoff:
The Union, to include Union sub-local officers, shall be notified of any pending layoff situation(s) twenty (20) working days prior to the issue of any layoff notices being given to the workforce. A meeting shall occur as soon as possible between Union officers and the Employer to ensure transparency around layoffs, the contract is being followed, and as needed, to develop joint communications to affected staff. In the event the Employer determines that a layoff is necessary, the affected employee(s) shall be notified in writing at least twenty (20) working days in advance of the effective date of the layoff. The layoff notice will include a description of the options available to the employee under Section 4 of this Article.

At the time an affected employee has been notified of layoff, volunteers will be sought within the affected Program Area, as defined in Article 8 of this contract. In the event an employee wishes to volunteer for layoff, they must submit a letter volunteering to be added to the layoff list to their supervisor within seven (7) working days of the announcement. Upon receipt of the letter from a volunteer for layoff, the Employer will determine if the layoff notice can be withdrawn. If the notice(s) can be withdrawn, the Employer will immediately provide a written notice of withdrawal to the affected employee(s).

Section 3. Order of Layoff:

The initial designation for layoff shall be made by classification, within a Program Area based on seniority as defined in Article 17, Seniority.

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

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

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

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

Section 5. Employer Right To Retain a Less Senior Employee:
The Employer has the right to retain a less senior employee based on a finding that the more senior employee's qualifications, knowledge, experience, skills and/or abilities in combination do

not demonstrate a capability to carry out the remaining tasks described in the new or existing job description. In making this determination, the Employer shall use the following criteria:

(a) The senior employee has received one or more steps in progressive discipline (excluding verbal warning) in the last six (6) months; and, the employee is not in compliance with the corrective actions identified as a result of the progressive discipline.

(b) The job duties of the retained position require experience, skills, knowledge and abilities possessed by the less senior employee and not possessed by the more senior employee, or the more senior employee is not capable of adequately performing. This may include licensures and certifications possessed by the less senior employee and not possessed by the more senior employee. In making a determination to retain the less senior employee, the Employer's decision shall not be arbitrary, capricious, or discriminatory.

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

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

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

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

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

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

Section 10. Order of Recall:

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

Section 11. Notice of recall:

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

Section 12. Geographic Area:

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

Section 13 Layoff due to Artificial Intelligence.

The Employer shall maintain transparency regarding the implementation of any artificial intelligence (AI) technology that has the intended purpose of eliminating a position(s) covered by this contract. In any such instance the employer will initiate meeting with the Union to collaboratively discuss strategies to reduce the impact on employees.

Section 14 Layoffs due to Catastrophic Conditions
If the employer experiences an event, or conditions that result in a stoppage of all agency operations and there is no anticipated reopening; contingent on Board approval, employees laid off under such conditions shall receive severance of forty-five (45) days wages.

Section 15. Removal from Recall List:

An employee shall be removed from the recall list and seniority broken, if:

(a) An employee fails to respond to the written notice of recall within ten (10) working days; or,

(b) Fails to return to work within fifteen (15) working days inclusive of the recall notice, unless additional time is requested in writing within the first ten (10) days and is agreed to by the Employer.

Section 16. Grievance During Layoff:
An employee, who has returned to layoff status as a result of Employer action under Section 6 of this Article, shall have the right to grieve such action.

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

B. Furlough

Section 1.
Furlough is a temporary unpaid time off due to a shortage of funds within a program and/or work unit. Furlough can be taken in whole or partial days within a designated pay period, as approved by management, based on the needs of the program and/or work unit. All employees within a program and/or work unit will receive an equal percentage of furlough pro- rated on FTE (1 FTE = 1 full-time equivalency). Furlough time will be counted as time worked for the purpose of leave accruals and insurance benefits.

Section 2.
Once the Employer has made a decision to implement furlough, the Union shall be notified of that decision at least sixty (60) days prior to notifying the affected program and/or work unit of the need to meet to discuss alternatives for scheduling the furlough.

Section 3.
At least sixty (60) days prior to implementing furlough, the affected program and/or work unit manager will make available furlough protocols for scheduling and implementation for that program and/or work unit, as described in Appendix B.

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

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

ARTICLE 19 - FILLING OF VACANCIES

Section 1.

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

Section 2.
At least ten (10) working days prior to filling a vacancy, the Employer shall notify all employees by email of the vacancy, except as provided under Article 18, Layoff and Furlough, Sections 8 and 9.

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

Section 4.
The Human Resources Manager shall provide the names of persons expressing an interest in transferring to the vacant position as well as their reason(s) for requesting a transfer to the

manager filling an announced vacancy. Such list shall include employees who have indicated an interest in transfer as provided in Section 1 of this Article, as well as those responding to the notice provided for in Section 2 of this Article.

Section 5.

Employees requesting a promotion shall submit an application and cover letter within five (5) working days of the vacancy posting to the Human Resources Manager. All employees paid directly by the COG through COG's payroll system shall be considered internal applicants.

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

If a regular employee transfers or is promoted, they shall be evaluated after twenty (20) working days. At that time, the employee or Employer may decide to terminate the transfer/promotion in which case, the employee will return to their previous position. The twenty (20) working day evaluation period shall begin on the first day the employee is assigned to all or some of new position's responsibilities.

If the employee returns to their previous position, they shall be treated as if they had never moved. During the twenty (20) working day trial period, the employee's previous position shall not be filled or eliminated, however, the Employer may initiate the hiring process during the twenty (20) days. For promoted employees only, after six (6) months in the new classification, the employee's performance shall be evaluated. If warranted, a merit salary increase shall be awarded. If performance does not warrant a salary increase, no increase shall be awarded and the Employer may institute a work plan for the employee.

ARTICLE 20 - JOB SHARING

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 21 - EDUCATION, TRAINING AND DEVELOPMENT

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

Section 1.

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

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

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

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

Section 2.

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

Section 3.

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

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

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

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

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

Section 4.

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

Section 5.

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

ARTICLE 22 - PERFORMANCE REVIEWS

Section 1.

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

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

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

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

Section 2.

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

ARTICLE 23 – HOLIDAY COMPENSATION

Section 1.

The following shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Afternoon of Christmas Eve	½ day of December 24th

Christmas Day December 25

Any day designated by the President or an act of Congress of the United States, or the Governor of the State of Oregon as a paid holiday that are also recognized by local county school districts.

Section 2.

Employees shall be eligible for holiday leave as follows:

(a) Full-time employees shall be given eight (8) hours compensation each holiday, excluding the afternoon of Christmas Eve, which shall be four (4) hours.

(b) Part-time employees shall be given holiday pay prorated on the percentage of full-time work. For example, a person working thirty (30) hours per week is working 75 percent of full-time and would therefore earn six (6) hours of holiday pay per holiday (8 x .75 = 6).

Section 3.

If a full-time employee or a part-time employee is required to work on a holiday, the employee will earn compensating time off at one-and-a-half (1.5) hours for each full hour worked, per Article 10, Section 2 of this Agreement. In addition to the one-and-a-half (1.5) hours of compensatory time off, the employee shall be paid in cash for their unused holiday.

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

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

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

ARTICLE 24 - VACATION SCHEDULING

Section 1.

Upon the first payroll run following ratification, the rate of vacation accumulation shall be:

0 mos. to 24 mos.	8 hours/month
25 mos. to 48 mos.	10 hours/month
49 mos. to 72 mos.	12 hours/month
73 mos. to 96 mos.	14 hours/month
97 mos. to 240 mos.	16 hours/month
241 mos. and above	18 hours/month

An employee shall earn vacation leave, except that while on leave without pay status, Article 26 – Leave of Absence, Section 5, shall prevail. Leave without pay status is any authorized absence from the Employer during which time the employee is not being paid a wage (e.g. extended sick leave).

Section 2.

Employees shall be eligible for vacation leave as follows:

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

Section 3.

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

Section 4.

Effective on the first day of the first pay period in January of each year, an employee's starting vacation balance must not exceed three hundred and seventy-six (376) hours. Any accrued vacation hours in excess of the vacation accrual maximum will be automatically transferred to the employee's sick leave balance.

Section 5.

(a) Once a Year, Annual, Priority Vacation Requests: A vacation priority request for the year February 1st through January 31st will be arranged in January of each year. For those

requests returned by January 31st, the following procedure will apply:

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

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

Requests for vacation leave shall be made at least ten (10) working days prior to the starting date of the vacation leave. An employee shall be allowed to request leaves of less than one (1) week in length, with approval of their supervisor, with less than ten (10) working days' notice. An employee may be denied the requested leave dates if it would cause an unusual disruption of work. All vacation leave shall be taken in blocks of at least one-quarter (.25) hour.

Section 6.

Upon approval of the Program Director, or designee, an employee may elect to pre- pay up to forty (40) hours of vacation leave. The employee shall make a one-time election in December for the next calendar year of the number of hours. All hours must be paid for prior to using the vacation leave. Employees must pay for pre-paid vacation in whole hours and must purchase a minimum of five (5) hours. Payment will be made via payroll deduction.

The value of pre-paid vacation will be determined using the current hourly rate times the number of hours requested. The pre-paid hours will be recorded to the employee's vacation leave balance at the time of purchase.

Section 7.

An employee may make a request to cash out up to twenty-five percent (25%) of the dollar value of their accrued and available vacation leave balance. The balance of vacation hours shall be adjusted based on the employee's current rate of pay, paid on the pay date associated with the timecard submission.

Section 8.

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

ARTICLE 25 - SICK LEAVE

Section 1.

(a) Per Article 16 – Probationary Period, Section 5, all newly hired full-time employees with six (6) months or more of continuous service with the Employer shall receive twenty-four (24) hours of sick leave, effective their first day of employment. Newly hired part-time employees shall receive sick leave at a rate proportionate to that earned by a full-time employee, effective their first day of employment.

After three (3) months of continuous employment, all full-time employees shall earn sick leave at the rate of eight (8) hours for each continuous month of service. Part-time employees shall earn sick leave at a rate proportionate to that earned by a full-time employee.

(b) All other newly hired full-time employees shall receive forty-eight (48) hours of sick leave, effective their first day of employment. Newly hired part-time employees shall receive sick leave at a rate proportionate to that earned by a full-time employee, effective their first day of employment. After six (6) months of continuous employment, all full-time employees shall earn sick leave at the rate of eight (8) hours for each continuous month of service. Part-time employees shall earn sick leave at a rate proportionate to that earned by a full-time employee.

Section 2.

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

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

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

Section 3.

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

(a) Minimum Time: Sick leave shall be utilized in one-quarter (1/4) hour blocks of time.

(b) During Other Leave: If a person is sick during another paid leave, excluding all holidays except personal days, they may claim sick leave and save the other paid leave for later use.

In this event the employee must notify the Employer as soon as possible in writing of this change in leave.

(c) Notification: An employee who is ill and unable to report for work shall make a reasonable effort to notify their immediate supervisor within at least thirty (30) minutes of reporting time. A person on sick leave must notify the Employer on a daily basis of their estimated date of return. If it is known in advance that the sick leave will last more than a week, notification need occur only once a week.

(d) Return From Sick Leave: Upon return from sick leave, the employee must accurately fill out the appropriate sick leave form.

Section 4.

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

Section 5.

Upon retirement, the Employer shall report to the Public Employees Retirement System the total number of unused sick leave days accumulated by the employee. The value of one-half (1/2) of said days shall be used in determining the final average salary as provided by law.

Section 6.

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

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

The Employer may grant sick leave without pay to any employee upon request if they do not have any accumulated leave.

Section 7.

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

In the event an employee is unable to accomplish the work at home due to their illness, the employee shall use their sick leave.

If a supervisor denies an employee the right to work at home in lieu of using sick leave, the employee may appeal the denial to the next level of supervision. Should the employee choose to file a grievance on this matter, the employee must have appealed to the next level of supervision prior to following the grievance process.

ARTICLE 26 - LEAVES OF ABSENCE

Section 1.

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

(a) Compassionate Leave: A maximum of three (3) days paid leave, or a prorated amount for part-time employees, shall be granted in the event of terminal illness or death of an individual within an employee's immediate family. An additional two (2) days paid leave shall be granted if travel of one hundred (100) or more miles one way is required for this purpose.

Vacation, sick and/or personal leave can be requested in addition to the three (3) days of paid leave. In the event the employee is out of leave accruals, they may request a leave of absence without pay, and such requests shall not be arbitrarily denied.

"Immediate family" for the purposes of Compassionate Leave is defined as the: legal dependents, employee's spouse, domestic partner, siblings, a parent including a custodial parent, biological parent, adoptive parent, foster parent, parent-in-law, a parent of a domestic partner, a person with whom the family has or is in a relationship of in loco parentis, a child including biological child, an adoptive child, step-child, foster child, a child of a domestic partner, aunt, uncle, grandparent, and grandchild.

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

Section 2.

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

Section 3.

(a) The Employer will comply with the provisions of the Oregon Family Leave Act (OFLA) and Paid Leave Oregon (PLO).

(b) The Employer will implement and comply with the provisions of the federal and state Family Medical Leave Act (FMLA) for all members of the bargaining unit who qualify

for and request leave under the Act.

(c) In those instances in which statute allows the Employer choices in (a) and (b) herein, the Employer shall retain the right to exercise those choices.

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

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

Section 6 Disaster Leave.

(a) An employee who, due to a declared state or federal disaster or a declared emergency services (fire department, etc.) disaster, has lost their home (primary residence), or their primary residence is deemed uninhabitable, or lost access to their primary residence, may qualify for donated hardship leave through the same process described in Section 7 of this article, with exception to 7.b bullets 1, 3, and 4.

(b) Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their vacation or compensatory leave.

Section 7
Donated Hardship Leave. Employees may donate their earned and unused vacation benefits to another employee when the conditions of this article have been met.

a) In order to be eligible to donate, the donating employee must have sufficient benefits to ensure at least 24 hours of paid vacation benefits remain after the donation.

b) To be eligible to receive donated vacation benefits, an employee must:

- Have an OFLA qualifying condition;
- Have exhausted all paid vacation, sick leave, compensatory time, and other paid time off benefits;
- Not be eligible for disability benefits (under PERS, Worker's Comp, or the Agency's long-term disability benefits or Oregon Paid Leave Insurance); and
- An employee will not receive more donated leave than necessary to cover the approved period of absence.

Any leave donated from one employe to another will be converted from the hourly value of donated vacation leave to sick leave at the rate of the receiving employe's hourly wage.

ARTICLE 27 – DRUG AND ALCOHOL

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

(a) Employees will be responsible for consulting with their pharmacist or health care provider if they reasonably believe that a prescription or non-prescription drug could impair their ability to safely and competently perform their essential job functions. This also includes consulting with their pharmacist or health care provider about potential drug interactions if they are taking more than one kind of medication. If there are any such side effects, the

employee must promptly notify Human Resources before performing or continuing to perform their job duties. The employee does not need to disclose the medical condition for which the medication is being taken unless the Employer determines that this is necessary to comply with its legal obligations, such as FMLA/OFLA purposes or reasonable accommodations. In the event the Employer has a reasonable basis to believe the employee cannot safely and competently perform their essential job functions, medical verification of the ability to safely perform essential job functions may be required before they are allowed to continue their work assignment.

If the Employer requires a medical verification, the employee may seek a medical opinion within twenty-four (24) hours from a licensed healthcare provider selected by the employee. If the employee is given a medical verification that they are able to safely and competently perform their essential job functions, the employee may return to work and will be paid regular time, and not be required to use accumulated leave or unpaid leave for this absence. The Employer will pay any employee expense not covered by health insurance, for such examination.

The use of marijuana under state law (including medical and/or recreational marijuana laws) is unlawful under federal law, and is considered to be a violation of the Employer's policy. Employees are expected to comply with state and federal laws regarding drugs and alcohol. The Employer does not excuse or accommodate marijuana use. Employees who believe they need some other accommodation for a disability should contact the Human Resources Manager to discuss available options. Although the lawful use of medication (other than marijuana) that has been prescribed to an employee, or over-the-counter medications is not grounds for disciplinary action by itself, failure to follow the reporting procedure discussed above may subject an employee to disciplinary action. Employees may also be disciplined for using medication that is unlawfully obtained, or for use that is inconsistent with the prescription or label (including, but not limited to using medication prescribed to another person).

(b) The Employer will offer the same training to Union stewards and officers as provided to managers in the implementation and application of the Drug and Alcohol policy.

(c) Supervisors will advise employees that they may request a steward or Union officer be present as an observer during the testing process if a steward or Union Officer is available and can be present without delay to the testing process.

(d) The Union or individual employees may grieve if they believe that they were tested without reasonable suspicion and/or without cause.

(e) Post-Accident Testing: Employees may be tested following a work-related accident resulting in a fatality, bodily injury to any person requiring medical treatment away from the scene, property damage, or if the Employer feels there is reasonable suspicion. The Employer may waive testing if it determines that the employee's actions or inactions were not a factor in causing the accident or it determines that employee drug use is unlikely to have contributed to the incident, or if drug testing is unlikely to accurately identify impairment caused by drug use, etc.

Employees who are involved in such accidents may also be tested for alcohol, by use of a

breathalyzer if there is reasonable suspicion to believe they had prohibited levels of alcohol present in their system at the time of the accident. Employees are prohibited from consuming alcohol or taking drugs (excluding prescribed drugs consistent with the prescribing provider's instructions) between the time of the accident and testing.

ARTICLE 28 – WAGES

Section 1.

Effective October 1, 2025 through September 30, 2024, employees shall be paid according to the salary schedule in Appendix A attached and made a part of this Agreement. Appendix A reflects a three and one quarter percent (3.25%) Cost of Living adjustment.

Within 30 days of ratification, employees will receive a one-time payment of five hundred-fifty dollars ($550).

Section 2.

Effective October 1, 2026, employees shall be paid according to the salary schedule in Appendix A attached and made a part of this Agreement. Appendix A reflects a three percent (3%) Cost of Living adjustment.

On the Friday before Thanksgiving of 2026, employees will receive a one-time payment of five hundred fifty dollars ($550) .

Section 3.

Effective October 1, 2027, employees shall be paid according to the salary schedule in Appendix A attached and made a part of this Agreement. Appendix A reflects a two and three quarters percent (2.75%) Cost of Living adjustment.

On the Friday before Thanksgiving of 2027, employees will receive a one-time payment of five hundred-fifty dollars ($550).

Section 4.

If OCWCOG's fiscal year funding changes by at least 10%, either party may open Article 28 to negotiate Wages.

Section 5.

Multilingual Differential. A differential of two-hundred dollars ($200) over the monthly base rate will be paid to positions which specifically require multilingual skills (i.e. interpretation to and from English to another language or use of ASL) as a condition of employment. The interpretation skills must be assigned and contained in an employee's individual position description. In order to receive the differential, the employee must be fluent in the second language.

New hires with multilingual skills as a condition of their employment, must pass a proficiency test in speaking, reading, and writing that particular language. Upon successful completion they will receive that differential.

ARTICLE 29 - FUNDING

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

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

ARTICLE 30 - RETIREMENT

30.1 OCWCOG shall participate in the Oregon Public Employees Retirement System (PERS). Bargaining unit employees will become PERS members after serving a waiting period of approximately six (6) months, as defined by PERS.

30.2 PERS requires two contributions for each eligible employee: an employer contribution on behalf of the employee and an employee contribution of six percent (6%) of the employee's salary. OCWCOG will pay both the employer contribution and, on behalf of employees, will pay the six percent (6%) employee contribution to the employee's PERS member account, and/or Individual Account Program (IAP) as appropriate.

30.3 In the event that the Oregon State Legislature changes the contribution levels of PERS, either party may reopen this Article to bargain against the impact of such change.

ARTICLE 31 - SALARY ADMINISTRATION

Section 1.

As of November 15, 2024, employees will be paid bimonthly, on the 15th and the last banking day of each month. If the pay date falls on a non-banking day, the employee will be paid on the preceding banking day except in cases outside the control of the employer.

Section 2.

Each new employee shall receive a one (1)-step salary increase after successfully completing the probationary period indicated in Article 16, Probationary Period, and annually thereafter, as provided for in Section 6 of this Article.

Section 3.

Newly hired employees' continuous service date shall be the first day worked.

Section 4.

When an employee is promoted, they will receive a pay increase to the first step of the new range at or above their current salary. If a promoted employee's prior anniversary date falls within the first six (6) months in the new position, the employee shall be eligible for a step

increase on that date if, as a result of the promotion, the employee's new salary is less than what the employee would have received had they not been promoted and had received a merit salary increase in the previous salary range. After six (6) months in the new position the employee shall be eligible for a step increase to the next step in the new salary range and a new anniversary date shall be established on that date.

Section 5.

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

Section 6.

A leadwork differential of five percent (5%) above the employee's base salary shall be paid to employees who have been formally assigned by their supervisor in writing, "leadwork" duties for a minimum of two consecutive work weeks. To be considered leadwork, the assigned duties must consist of more than ten percent (10%) of an employee's workload, provided the leadwork duties are not included in the classification specification for the employee's position. The parties agree that leadwork duties do not include supervisory duties.

Leadwork consists of, on a recurring daily basis, the employee having been directed to perform a majority of the following functions:

- to orient new employees, if appropriate;
- assign and reassign tasks to accomplish prescribed work efficiently;
- give direction to workers concerning work procedures;
- transmit established standards of performance to workers;
- review work of employees for conformance to standards;
- and provide informal assessment of workers' development opportunities to the supervisor.

Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation.

If an employee believes that they are performing the duties that meet the criteria of this policy, but the duties have not been formally assigned in writing, the employee may request the differential with their supervisor. If the request is denied, the employee may notify Human Resources in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the supervisor

of the issue. If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty. If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to Human Resources.

Upon ratification of this contract, any employee in the role of Leadwork differential who has been in the role for longer than one year will be able to have a review with their supervisor to potentially be reclassified into the Lead classification (in accordance with Article 32). If no Lead classification position exists, and the employee is to continue in the lead role then one shall be created in conjunction with operational need for that unit.

Section 7.

(a) Employees shall be granted an annual step increase on their anniversary date if the employee is not at the top step of the salary range of their classification, and provided the employee's performance is not below the minimum acceptable level as reflected in their performance evaluation. Employees whose performance is below the acceptable minimum level shall not receive an increase. An employee shall be eligible for an annual increase until they reach the top step in their salary range.

(b) An employee who has received a promotion shall be eligible for an increase under Section 3 of this Article and annually thereafter until they reach the top step in their salary range.

(c) When the progress or performance of an employee who has not reached the top step in their salary range has been outstanding, they may be recommended for additional increases for their class of work. Such increases will not affect their salary review date.

(d) Longevity steps will be awarded to eligible employees per Article 35, Section 2.

ARTICLE 32 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

Section 1.

(a) Each position shall be assigned to the appropriate classification on the basis of its authorities, responsibilities, and duties. The Employer shall maintain written specifications and position descriptions for each classification within the service. Position descriptions shall include class title, salary range, a description of duties and responsibilities, and a statement of qualifications necessary to perform the work. On an annual basis, the employer shall complete a salary study of six (6) classifications. The Union and the Employer will mutually agree upon the classifications to be reviewed each fiscal year. Notification to schedule this review shall be sent to all Union officers to find a time to meet to review classifications together. If the Union does not reply within thirty (30) calendar days, or is unable to schedule a time for review within forty-five (45) calendar days, the Union will forego this option to review for that year's review. If a classification is determined to be more than five percent (5%) under the market average as determined by the salary study, the classification will be adjusted upward to the market average. No employee shall have their compensation reduced as a result of the study.

(b) Whenever a reclassification of a position is being considered by the Employer, the Employer will provide, in writing, the considered changes to the affected employee. The affected employee will be given the opportunity to provide input prior to a decision being made.

(c) The Employer shall present, in writing, all new classifications or reclassifications to the Union at least thirty (30) working days prior to presentation to the Employer's governing board for adoption. The Union shall have fifteen (15) working days to request to bargain the salary of the reclassification or new classification. If the Union requests to bargain the salary, Board action to adopt will be deferred until bargaining is completed. The Employer and the Union may mutually agree to waive timelines in writing.

Section 2. Employee-Initiated Requests for Classification Review

(a) Any employee may submit a request in writing for reclassification upward to the immediate supervisor with a copy to the Human Resources Department for review and recommendation to the Agency Director.

(b) Human Resources shall have ninety (90) days from the date a request for reclassification is received to make a written recommendation and get the approval or denial from the Agency Director. Human Resources shall provide periodic, written updates to the employee and the Union, not less than every thirty (30) days.

When the Agency Director finds that the duties are such that the current allocation of a position is no longer correct, the Agency Director shall reclassify the position to an appropriate existing classification.

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

If additional time is needed to make a recommendation to the Agency Director, the Union and the Employer may mutually agree to a one-time extension of forty-five (45) days. The findings of the Classification Review will be provided to the employee in writing.

(c) If a reclassification is denied, the Employee will have fifteen (15) working days to request a reconsideration of that decision and provide additional information. A meeting with the Employee, their Union representative, the Human Resources Director, and a Program Director who was not involved in the reclassification request process will be held to discuss the request for reconsideration within thirty (30) days. The Program Director will make a recommendation to the Agency Director in writing. The decision from the Agency Director will be final and binding. The final decision will be provided to the Employee in writing within thirty (30) days.

Section 3.

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

If the incumbent is retained, they shall be:

(a) Advanced to the new classification at a step which is immediately higher than their previous salary rate in the old range.

(b) Placed on probation to the position. Upon satisfactory completion of the six (6) month probationary period, the employee will be eligible to proceed to the next step of the range.

(c) Given a new anniversary date, which shall be the first (1st) of the month after completion of the probationary period in the reclassified position.

Section 4.

(a) The Employer shall, sixty (60) days in advance of a reclassification downward of any position, notify the employee in writing of the action and the specific reasons.

(b) When an employee's position has been reclassified to a lower classification, their salary rate shall remain the same, as long as the rate is within the salary range of the lower classification. If the employee's salary rate is not within the lower salary range, the employee's salary shall remain frozen until the new range reaches their pay level.

(c) Employees who are reclassified downward will be eligible to apply for reemployment to the classification from which they were reclassified downward if the previous classification still exists or is recreated, when a vacancy occurs.

ARTICLE 33 – INSURANCE

Section 1.

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

Section 2.

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

Section 3.

The Employer will pay one-hundred percent (100%) of the employee’s premium towards the MODA 6 (High Deductible Health Plan (HDHP)) and MODA 2 plans and one- hundred percent (100%) of the employee’s premium towards any available dental and vision plans.

The Employer will pay ninety-eight and one-half percent (98.5%) of the employee’s premium towards the MODA 1 and Kaiser 1 HMO plans. Employees will have a monthly cost share of one and one-half percent (1.5%) of the premium.

If there are changes to the legislative cap on insurance premium increases that will impact the

Employer's budget to the degree that there will be significant changes to service levels or employment levels, the terms of this article shall be open to bargaining upon publication of rate changes.

Section 4. Health Savings Account.

For employees enrolled in a HDHP and eligible for a Health Savings Account (HSA), in accordance with I.R.C. 223-HSAs, the Employer will contribute into a HSA for employees as follows:

By October 15, 2025, the Employer will submit contribution of one thousand six hundred dollars ($1600) for employees selecting coverage as a single employee, and three thousand two hundred dollars ($3200) for employees selecting coverage as a two-party/family into their HSA account at the HSA bank.

Annually thereafter, the contributions outlined above will be completed by October 15.

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

Section 5. Employee Payroll Deductions for HSA Contributions.

Employees have the option to contribute additional payroll deductions toward their HSA. These payroll deductions should be deposited to employees' HSA banks within five business days from the nearest payday.

Section 6. Flexible Spending Account.

The Employer shall contribute three-hundred dollars ($300) annually into a Flex Spending Account (FSA) in accordance with I.R.C. 125(i) for Employees who do not have the option of participating in the Employer's insurance plans, or who participate in a HDHP but do not qualify for an HSA due to their Medicare benefits.

Section 7. Insurance Opt-Out.

If an Employee has minimal essential medical coverage for themselves and all other individuals for whom the employee can reasonably expect to claim a personal tax exemption deduction, the Employee may elect not to enroll in core (medical, dental and vision) benefit coverage and is eligible to receive a monthly Employer payment of six- hundred dollars ($600). An Employee may elect to opt out of medical only coverage and will receive a monthly Employer payment of four-hundred dollars ($400). An employee receiving a monthly opt-out cash payment, may receive it as cash added to their wages, or may designate it to a pretax option such as a Flexible Spending Account (FSA), in accordance with I.R.C. 125(i), for medical reimbursement, dependent care reimbursement, or deferred compensation, in accordance with I.R.C. 457(f). Eligible Employees electing to opt out must:

a. Opt out of medical, dental and vision benefits or medical only benefits;
b. Provide proof of current medical coverage under another employer-sponsored group plan, Medicare, TRICARE or other plan that meets the minimal essential coverage standard;
c. Complete the Employer opt-out form and submit their election to opt out through the OEBB benefit management system; and

d. Opt out at the time of hire, when initially meeting eligibility, during an open enrollment period, or following a qualifying event.

Section 8.

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

(a) The Health Insurance Committee (HIC) shall be composed of eight (8) members: four (4) representing management of the COG, and four (4) representing the Union. Each party shall select its own representatives in accordance with committee by-laws. The Human Resources Manager and the SEIU Staff Organizer shall be ex-officio members of the HIC.

(b) The HIC activities shall be consistent with this mission and charge:

1. Using a long-range global perspective, the OCWCOG Health Insurance Committee is charged to gather information and review options that will enable the Employer to offer the best possible insurance package for employees. Within this context, the committee will make every effort to acknowledge and reflect the diverse insurance needs of the various populations represented in the different agency divisions and work locations.

2. To accomplish this charge the HIC shall operate within the currently adopted bylaws.

(c) The HIC shall form and begin scheduling meetings no later than March 15 of each calendar year. HIC will make advisory recommendations to the Agency Director according to Appendix C of this Agreement at least three business days prior to the deadline provided by OEBB.

The parameters of the HIC shall be as follows:

1. Based on current insurance information, it may be necessary to have no “opt-outs” for employees and their dependents. However, the HIC will be responsible for researching the best plan for employees. It will be acceptable if an appropriate and affordable plan that allows “opt-outs” can be found.

2. When comparing the analysis and presentation of potential plans, the HIC will use actual rates.

3. If the HIC recommends a plan that will not allow for life and disability coverage, the HIC will research options for affordable voluntary products.

(d) Regularly scheduled meetings shall be on release time, including travel time that occurs during the regularly scheduled workday.

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

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

expenditure of the additional work time. This research will be done on agency time.

Section 9.

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

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

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

ARTICLE 34 - MILEAGE/EXPENSE ALLOWANCE

An employee authorized and directed to utilize their vehicle for authorized travel shall be compensated in an amount equal to the current fiscal year's standard IRS rate but not less than twenty-five cents ($0.25) per mile. Mileage for remote and/or hybrid workers shall be calculated from the Employee's primary duty station or alternate worksite, so long as the total mileage claimed would not exceed the employee's round-trip mileage from the primary duty station to the employee's final destination.

Subsistence allowance for authorized official overnight trips will be compensated using the current Federal General Services Administration (GSA) per diem rate for the region where the expense occurs.

Statements for compensation under this Article shall show the respective dates upon which expense was incurred including the number of miles actually traveled . Statements for compensation shall be approved by the supervisor prior to submittal for payment.

ARTICLE 35 - LONGEVITY

Section 1.

Upon completion of five (5) years of service with the Employer, an employee shall receive one additional personal holiday, per Article 23, Section 7 of this Agreement.

Section 2.

Upon completion of at least eight (8) cumulative years of service (not having a break in service greater than one [1] year) with the Employer and reaching the top step of the employee's salary range, for a period of one or more year(s), Longevity Steps (LGS) 1-5 will be awarded annually on the employee's anniversary date. Each LGS will consist of a one and one-half percent (1.5%)

increase over the previous LGS, after the addition of any COLA to to the top step of the classifications' salary range.

Section 3.
Upon completion of ten (10) years of service with the Employer, an employee shall receive a one-time salary adjustment of $750.00.

Section 4.
Upon completion of fifteen (15) years of service with the Employer, an employee shall receive one additional personal holiday, per Article 23 Section 7 of this Agreement.

Section 5.
Upon completion of twenty (20) years of service with the Employer, an employee shall receive a one-time salary adjustment of $1,750.00.

Section 6.
Upon completion of twenty-five (25) years of service with the Employer, an employee shall receive a one-time salary adjustment of $2,250.00.

Section 7.
Upon completion of thirty (30) years of service with the Employer, an employee shall receive a one-time salary adjustment of $2,750.00.

ARTICLE 36 - INCENTIVE PROGRAMS

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

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

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

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

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

Section 6.
Prior to implementation of an incentive program, a finalized draft of the incentive program

plan/proposal shall be given to the Union and the appropriate advisory board for approval.

Section 7.

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

Section 8.

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

ARTICLE 37 - HEALTH AND SAFETY

Section 1 Safety and Reporting.

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

The employee will report in writing all health and safety problems to their immediate supervisor and to Human Resources (HR) as soon as safely possible.. There will be one standard form for reporting safety incidents and concerns that will go to the immediate supervisor and HR. The Safety Committee will receive notifications about each safety incident report filed and these reports are reviewed at each Safety Committee meeting with discussions on remedies needed as appropriate.

An investigation will either be completed within ten (10) working days, or it will be referred to HR for resolution. Written follow up must be sent to the reporting employee and include any plans for further action that needs to be taken as a result of the investigation if appropriate. If the problem is not resolved to the employee's satisfaction, the employee may file a grievance at Step 3 in accordance with Article 14 – Grievance and Arbitration Procedure.

All safety incident and concern reports must be reviewed by the Safety Committee within one-hundred twenty (120) days of the report being made. If there are more than three (3) reports within a one-hundred twenty (120) day period, from a specific location or about a specific recurring issue, the Safety Committee will make recommendations to agency leadership for safety improvements. If the Safety Committee determines issues have not been adequately addressed, such issues will be forwarded to the Labor Management Advisory Committee.

Section 2 Safety Equipment.

The Employer is responsible to provide equipment and supplies for the purpose of employee safety both in the office and while working in the community. The Employer will consider health and safety factors and provide necessary training related to all equipment purchased. Persons responsible for purchasing decisions will utilize appropriate health/safety/ergonomic guidelines whenever feasible. Additional items for unit specific safety kits will be standardized in a list for each unit. Items will be made available to employees for their unit specific safety kits not later than July 30, 2026.

Section 3 Safety Committee.

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

Section 4 Health and Wellness Committee.

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

Section 5 Hazardous Situations and Hazard Pay.

During smoke and wildfire events affecting OCWCOG facilities, employees who are designated as essential and are therefore required to report to work in an affected OCWCOG office shall receive a Hazard Pay differential of one dollar ($1) per hour for hours worked. When possible, the Employer will make a reasonable effort to notify essential employees of their requirement to report to work at least twelve (12) hours prior to the start of the workday.

In the event of a major natural disaster (earthquake, floods, pestilence, fire, major inclement weather), the employer will take necessary action and make every effort to inform all employees of the procedures that should be followed.

Section 6: Inclement Conditions and Site Closures

If the employer closes a worksite due to inclement weather, the employees unable to perform work remotely shall receive full wages as Inclement Conditions Pay for the work shift as if the worksite had not been closed. When the duties of the position can be performed remotely, the employer shall have the option of assigning employees to telework.

When the employer establishes a late opening, employees will report to work at the modified open time without loss of pay. If the Employer decides to close, or delay the opening of, a worksite due to inclement weather employees will be notified as soon as possible. The initial notification will be no later than 6:00 AM with further updates possible.

In the absence of a worksite closure, an employee who determines that they cannot safely reach their assigned work location, or that they must leave early due to inclement weather, will make proper notification to their supervisor and charge time missed from their scheduled shift to vacation time, compensatory time or leave without pay.

Employees who attempt to get to work on time but are unavoidably delayed due to inclement weather when their worksite is open for regular business hours may use vacation time, compensatory time or leave without pay in 15-minute increments for time off from their scheduled shift.

If an employee is required to drive for work and has reported to work, the employee and employee's supervisor will discuss if it is safe for the employee to drive during inclement weather. Either the employee or the supervisor can determine it is unsafe for the employee to drive, in which case, the employer will find alternative work assignments for the employee.

Section 7: Training

The employer will perform active assailant, situational awareness, de-escalation and emergency

preparedness trainings as a part of the employers required training plan.

Upon hire all employees will receive a comprehensive list of all department specific required trainings. Employees have the right to request additional trainings beyond those that are required. Trainings should be offered on an on-going basis to all employees and not only at the time of hire.

Section 8: Community Visits

An employee has the right to determine at any time if a community visit is unsafe. If an employee abandons a community visit due to safety concerns, employees should inform their supervisor as soon as it is safe to do so. An employee who abandons a community visit due to reasonable safety concerns shall not be subject to progressive discipline or retaliation. A plan will be made with the employee and employee's supervisor to safely complete the community visit as soon as possible while maintaining safety.

Employees who are in the community will be provided procedures and contact information for reporting safety concerns while out of the office. The employer will prioritize employee contact for assistance when calling to report safety concerns.

Section 9: Critical Incident:

If a critical event occurs in the community or at the office, employees will notify their supervisor by text, phone call, or TEAMS as soon as it is safe to do so.

Employees will be offered appropriate resources such as, but not limited to: referrals to medical care, referrals to law enforcement, workers compensation for injury, employee assistance program (EAP), and a local frontline workers' debriefing organization within 24 hours of the incident whenever possible.

The employee and/or direct supervisor will complete the employer's incident reporting form and send the completed form to the HR.

The employee and their supervisor will debrief the event and determine if any additional support, safety assessment, or support plans need to be established.

Section 10: Communication

A HIPAA compliant tracking sheet shall be developed so that all departments can cross-reference for consumers with known safety concerns. This facilitates communication between all departments. The tracking sheet shall be kept in a location accessible to staff so that all employees can view the most recent information.

Section 11: Workload Prioritization

Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities in order to carry out their work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. When a workload prioritization request has been made:

- The supervisor/manager will respond to the request within five (5) working days and schedule a meeting with the employee to discuss the factors contributing to the workload issue(s).
- If the supervisor/manager does not provide a timely response, the employee may forward the original email request to the next level of management in their program or department.

- The supervisor/manager and employee will meet jointly to review the workload issue and collaboratively problem solve the issue brought forward to the best of their ability within ten (10) working days of having received the request.
- Following the meeting, a written summary will be provided by the supervisor within five (5) working days outlining the resolution of the issue and providing a check in/follow up time.

ARTICLE 38 - AGENCY COMMUNICATION

Labor Management Advisory Committee (LMAC)

Section 1.

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

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

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

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

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

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

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

Section 6.

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

LMAC members will be allowed up to two (2) hours a month, outside of regular committee meetings, on agency time to prepare for meetings. Such time shall be arranged with the LMAC member's immediate supervisor.
If extra time is needed to conduct research assigned by the LMAC, the employee shall meet with their supervisor to discuss additional time expectations, and to work out a mutually acceptable plan for work coverage. This meeting will be held prior to the expenditure of the additional work time. This research will be done on agency time.

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

Participatory Decision Making (PDM)

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

Other Committees

All agency created committees (including but not limited to, Health and Wellness, Safety, DEI, Social) will determine their ground rules. Committees will strive to be equitably staffed, and have their scope clearly defined in writing. Any necessary expansion or modification of the scope of the committee will be via mutual agreement of the body responsible for creation of said committee. They will provide quarterly communications to all staff with mutually agreed upon updates.

ARTICLE 39 – OUTSIDE EMPLOYMENT

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

Employees engaged in work outside the COG shall not:

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

ARTICLE 40 - ENTIRE AGREEMENT

Section 1.

The parties acknowledge that during the negotiations which resulted in this Agreement each had

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

Section 2.

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

ARTICLE 41 - SAVINGS CLAUSE

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

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

ARTICLE 42 - RECORDED CALLS

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

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

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

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

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

the recorded employee.

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

ARTICLE 43 - TELEWORK

Section 1. Eligibility.

Pursuant to Employer policy, an employee may apply in writing to telework. Approval is dependent on whether telework meets the agency's operational, business and client needs. Telework is intended to be a mutual benefit to the employee and the Employer and therefore the Employer is not expected to incur additional financial burden.

Telework may be available to employees while in their probationary period (per Article 16) when approved by their Program Manager. Employees in progressive discipline are not eligible for Telework, except when approved by their Program Manager.

Section 2. Application.

An employee who wishes to perform telework must submit a Telework Application in writing. Applications to telework shall not be arbitrarily denied and shall be responded to in the order received. All telework applications shall be responded to in writing within thirty (30) days. If denied, the response must include the reason for the denial.

Section 3. Implementation.

Telework agreements shall not be arbitrarily rescinded. Written notification will be provided ten (10) calendar days prior to the employee's return to the primary duty station on a permanent basis, except:

1. Where mutually agreed by the employee and supervisor, or
2. In cases of discipline other than Verbal Warning or Written Reprimand.

Written notifications will include a reason for the recission. If business need requires a greater number of employees of a certain classification to return to the primary duty station, a general request for volunteers shall be issued. If there are not enough volunteers available, rescissions shall occur in reverse seniority, except where remote work is being provided as an accommodation.

Section 4. Reapplication.

An employee whose telework request has been denied or whose telework agreement has been rescinded may reapply for telework:

1. When the circumstances for their denial have substantially changed (including, but not limited to, a change in job duties, classification, number or individuals in-office in the same classification, or availability of telework equipment), or
2. After a period of three (3) months.

Section 5. Temporary Modification of Telework Agreement.

A temporary modification to telework is not considered a rescission. Temporary modifications are situations in which employees, in the course of their duties, may be required to complete a task on a limited (not to exceed forty-five [45] calendar days), temporary basis at their primary duty station when they would be regularly scheduled to telework. Should the modification exceed forty-five (45) calendar days, a new agreement will be written upon mutual agreement.

An employee may be required to return to the primary duty station on a short-term basis for reasons of in-office coverage, to attend meetings, or as a result of short-term disruptions to the employee's ability to perform telework.

Section 6. Appeals.

A denied or rescinded request may be appealed up to Step 3 of the Grievance Process.

ARTICLE 44 - TERM OF AGREEMENT

Except as provided for herein, this Agreement shall become effective upon signing by the parties and shall remain in full force and effect through September 30th, 2028. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than March 1st prior to the expiration date of a desire to terminate and/or modify the Agreement.

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

Crystal Montoya
Crystal Mohamed, Bargaining Delegate, President

Erica Patten Bearden
Erica Patten-Bearden, Bargaining Delegate, Vice President

Kimberly Julian-Berkan
Kimberly Julian-Berkan, Bargaining Delegate, Secretary

Mandi Craig
Mandi Craig, Bargaining Delegate, Treasurer

Leslie Thompson
Leslie Thompson, Bargaining Delegate, Chief Steward

Joe LeBlanc
Joe LeBlanc, Spokesperson

Melissa Unger
Melissa Unger, Executive Director

FOR THE OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

Paul Egbert
Paul Egbert, Agency Director

Ryan Schulze
Ryan Schulze, Human Resources Director

Ashley Bogue Brown
Ashley Bogue-Brown, Program Supervisor

Alicia Lucke
Alicia Lucke, Program Manager

Marit Nelson
Marit Nelson, Program Director

Letter of Agreement – Article 28, Wages

In order to maintain a salary schedule in alignment with and competitive with current market norms the parties agree to add an additional two (2) steps to all salary ranges (steps 8 and 9). Implementation of these steps shall be as follows:

Effective the first payroll run in April, 2026 the employer will establish a new step 8 of 5% to each existing salary range. Eligibility to receive step 8 includes:

- All employees who are currently receiving Longevity steps (LGS) at the time the new step is created.
- Employees who are on LGS 1-3 will be moved directly to the new step 8 without loss of pay. Upon creation of step 8 LGS 1-3 will be removed from the salary schedule and cease to exist.
- Employees who are on LGS 4-5 will receive step 8 at implementation and continue to receive their respective LGS (1.5% over the new step 8 for LGS 4, and 1.5%+1.5% over step 8 for those on LGS 5).
- Any employee who is at step 7 and experiences their anniversary date in the same payroll run that step 8 is created or any date thereafter.
- No employee will experience a change to their anniversary date as a result of this change.

Effective the first payroll run in April, 2027 the employer will establish a new step 9 of 5% to each existing salary range. Eligibility to receive step 9 includes:

- All employees who are currently receiving LGS 4-5 at the time the new step is created.
- Employees who are on LGS 4-5 will be moved directly to the new step 9 without loss of pay. Upon creation of step 9 all LGS will be removed from the salary schedule and cease to exist.
- Any employee who is at step 8 and experiences their anniversary date in the same payroll run that step 9 is created or any date thereafter.
- No employee will experience a change to their anniversary date as a result of this change.

The parties agree through the creation of steps 8-9 all LGS are to be absorbed and in subsequent bargaining any reference to LGS are to be removed from the Collective Bargaining Agreement.

APPENDIX A
OCWCOG REPRESENTED STAFF
8.29.23 Salary Ranges for Staff

Classification	Salary Range
Meal Site Manager	2
Clerical Specialist	4
Transportation Brokerage Specialist (TBS)	3
Senior Meals Coordinator/Lead Transportation Brokerage Specialist (TBS)	6
Brokerage Schedular	7
Administrative Assistant/Case Aide	7
Customer Service Coord/Medical Resources Worker (MRW)	9
Administrative Assistant II/Provider Relations Coord	10
Accounting Clerk II	11
Executive Assistant	11
Facilities Maintenance Coordinator	12
Information and Referral/ADRC Specialist I /In-Home Assistant (IHA)	13
Accounting Specialist	13
Eligibility Specialist	14
Lead Eligibility Specialist	16
Licensing and Monitoring Specialist	17
Assistant Planner	17
Assistant Loan Officer/Contracts Coordinator	17
Workstation Support Specialist	18
Case Manager	19
Public Information Specialist	21
Lead Case Manager	21
Information Support Specialist (ISS)/Diversion & Transition Coordinator	21
Veteran Service Officer	21
Adult Protective Services (APS) Specialist	22
Planner	25
Loan Officer	26
Planner II	28
Network Operations Specialist	29
Senior Loan Officer	31

APPENDIX A (CON)

COLA: 3.25%

Grade	CBA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LGS1	LGS2	LGS3	LGS4	LGS5
RG-01		17.6764	18.5602	19.4882	20.4626	21.4857	22.5600	23.6880	24.0433	24.4039	24.7700	25.1416	25.5187
RG-02	MSM	18.1183	19.0242	19.9754	20.9742	22.0229	23.1240	24.2802	24.6444	25.0141	25.3893	25.7701	26.1567
RG-03	TBS	18.5713	19.4999	20.4749	21.4986	22.5735	23.7022	24.8873	25.2606	25.6395	26.0241	26.4145	26.8107
RG-04	Clerical Specialist	19.0356	19.9874	20.9868	22.0361	23.1379	24.2948	25.5095	25.8921	26.2805	26.6747	27.0748	27.4809
RG-05		19.5115	20.4871	21.5115	22.5871	23.7165	24.9023	26.1474	26.5396	26.9377	27.3418	27.7519	28.1682
RG-06	Sr. Meals Coord	19.9993	20.9993	22.0493	23.1518	24.3094	25.5249	26.8011	27.2031	27.6111	28.0253	28.4457	28.8724
RG-07	Admin Asst | Case Aide	20.4993	21.5243	22.6005	23.7305	24.9170	26.1629	27.4710	27.8831	28.3013	28.7258	29.1567	29.5941
RG-08		21.0118	22.0624	23.1655	24.3238	25.5400	26.8170	28.1579	28.5803	29.0090	29.4441	29.8858	30.3341
RG-09	Customer Svc Coord (MRW)	21.5371	22.6140	23.7447	24.9319	26.1785	27.4874	28.8618	29.2947	29.7341	30.1801	30.6328	31.0923
RG-10	Admin Asst II | Provider Relations Coord	22.0755	23.1793	24.3383	25.5552	26.8330	28.1747	29.5834	30.0272	30.4776	30.9348	31.3988	31.8698
RG-11	Executive Asst |Payroll & Acct Clerk	22.6274	23.7588	24.9467	26.1940	27.5037	28.8789	30.3228	30.7776	31.2393	31.7079	32.1835	32.6663
RG-12	Facilities Maint Coord	23.1931	24.3528	25.5704	26.8489	28.1913	29.6009	31.0809	31.5471	32.0203	32.5006	32.9881	33.4829
RG-13	ADRC |Acct Spec | IHA	23.7729	24.9615	26.2096	27.5201	28.8961	30.3409	31.8579	32.3358	32.8208	33.3131	33.8128	34.3200
RG-14	Eligibility Specialist |MM Coord | AmeriCorps ES |Community Outreach Coord	24.3672	25.5856	26.8649	28.2081	29.6185	31.0994	32.6544	33.1442	33.6414	34.1460	34.6582	35.1781
RG-15		24.9764	26.2252	27.5365	28.9133	30.3590	31.8770	33.4709	33.9730	34.4826	34.9998	35.5248	36.0577
RG-16	ERC Consultant (LES)	25.6008	26.8808	28.2248	29.6360	31.1178	32.6737	34.3074	34.8220	35.3443	35.8745	36.4126	36.9588
RG-17	LMS | Transportation Options Plnr (Asst Plnr) |Contracts Coord	26.2408	27.5528	28.9304	30.3769	31.8957	33.4905	35.1650	35.6925	36.2279	36.7713	37.3229	37.8827
RG-18	WSS	26.8968	28.2416	29.6537	31.1364	32.6932	34.3279	36.0443	36.5850	37.1338	37.6908	38.2562	38.8300
RG-19	Case Manager | Housing Sppt Spec	27.5692	28.9477	30.3951	31.9149	33.5106	35.1861	36.9454	37.4996	38.0621	38.6330	39.2125	39.8007
RG-20		28.2584	29.6713	31.1549	32.7126	34.3482	36.0656	37.8689	38.4369	39.0135	39.5987	40.1927	40.7956
RG-21	Lead CM | D&T Coord | VSO | Public Information Spec | ISS	28.9649	30.4131	31.9338	33.5305	35.2070	36.9674	38.8158	39.3980	39.9890	40.5886	41.1976	41.8156
RG-22	APS	29.6890	31.1735	32.7322	34.3688	36.0872	37.8916	39.7862	40.3830	40.9887	41.6035	42.2276	42.8610

RG-23		30.4312	31.9528	33.5504	35.2279	36.9893	38.8388	40.7807	41.3924	42.0133	42.6435	43.2832	43.9324
RG-24		31.1920	32.7516	34.3892	36.1087	37.9141	39.8098	41.8003	42.4273	43.0637	43.7097	44.3653	45.0308
RG-25	MPO Planner | Econ Res Coord | GIS Analyst | Project Manager	31.9718	33.5704	35.2489	37.0113	38.8619	40.8050	42.8453	43.4880	44.1403	44.8024	45.4744	46.1565
RG-26	Loan Officer	32.7711	34.4097	36.1302	37.9367	39.8335	41.8252	43.9165	44.5752	45.2438	45.9225	46.6113	47.3105
RG-27		33.5904	35.2699	37.0334	38.8851	40.8294	42.8709	45.0144	45.6896	46.3749	47.0705	47.7766	48.4932
RG-28	Planner II	34.4302	36.1517	37.9593	39.8573	41.8502	43.9427	46.1398	46.8319	47.5344	48.2474	48.9711	49.7057
RG-29	App Suppt Spec | Network Sec Eng | Sys Admin	35.2910	37.0556	38.9084	40.8538	42.8965	45.0413	47.2934	48.0028	48.7228	49.4536	50.1954	50.9483
RG-30		36.1733	37.9820	39.8811	41.8752	43.9690	46.1675	48.4759	49.2030	49.9410	50.6901	51.4505	52.2223
RG-31	Sr. Loan Officer	37.0776	38.9315	40.8781	42.9220	45.0681	47.3215	49.6876	50.4329	51.1894	51.9572	52.7366	53.5276

Grade	CBA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LGS4	LGS5
RG-01		17.6764	18.5602	19.4882	20.4626	21.4857	22.5600	23.6880	24.8724	25.2455	25.6242
RG-02	MSM	18.1183	19.0242	19.9754	20.9742	22.0229	23.1240	24.2802	25.4942	25.8766	26.2647
RG-03	TBS	18.5713	19.4999	20.4749	21.4986	22.5735	23.7022	24.8873	26.1317	26.5237	26.9216
RG-04	Clerical Specialist	19.0356	19.9874	20.9868	22.0361	23.1379	24.2948	25.5095	26.7850	27.1868	27.5946
RG-05		19.5115	20.4871	21.5115	22.5871	23.7165	24.9023	26.1474	27.4548	27.8666	28.2846
RG-06	Sr. Meals Coord	19.9993	20.9993	22.0493	23.1518	24.3094	25.5249	26.8011	28.1412	28.5633	28.9917
RG-07	Admin Asst | Case Aide	20.4993	21.5243	22.6005	23.7305	24.9170	26.1629	27.4710	28.8446	29.2773	29.7165
RG-08		21.0118	22.0624	23.1655	24.3238	25.5400	26.8170	28.1579	29.5658	30.0093	30.4594
RG-09	Customer Svc Coord (MRW)	21.5371	22.6140	23.7447	24.9319	26.1785	27.4874	28.8618	30.3049	30.7595	31.2209
RG-10	Admin Asst II | Provider Relations Coord	22.0755	23.1793	24.3383	25.5552	26.8330	28.1747	29.5834	31.0626	31.5285	32.0014
RG-11	Executive Asst |Payroll & Acct Clerk	22.6274	23.7588	24.9467	26.1940	27.5037	28.8789	30.3228	31.8389	32.3165	32.8012
RG-12	Facilities Maint Coord	23.1931	24.3528	25.5704	26.8489	28.1913	29.6009	31.0809	32.6349	33.1244	33.6213
RG-13	ADRC |Acct Spec | IHA	23.7729	24.9615	26.2096	27.5201	28.8961	30.3409	31.8579	33.4508	33.9526	34.4619
RG-14	Eligibility Specialist |MM Coord | AmeriCorps ES |Community Outreach Coord	24.3672	25.5856	26.8649	28.2081	29.6185	31.0994	32.6544	34.2871	34.8014	35.3234
RG-15		24.9764	26.2252	27.5365	28.9133	30.3590	31.8770	33.4709	35.1444	35.6716	36.2067
RG-16	ERC Consultant (LES)	25.6008	26.8808	28.2248	29.6360	31.1178	32.6737	34.3074	36.0228	36.5631	37.1115
RG-17	LMS | Transportation Options Plnr (Asst Plnr) |Contracts Coord	26.2408	27.5528	28.9304	30.3769	31.8957	33.4905	35.1650	36.9233	37.4771	38.0393
RG-18	WSS	26.8968	28.2416	29.6537	31.1364	32.6932	34.3279	36.0443	37.8465	38.4142	38.9904
RG-19	Case Manager | Housing Sppt Spec	27.5692	28.9477	30.3951	31.9149	33.5106	35.1861	36.9454	38.7927	39.3746	39.9652

RG-20		28.2584	29.6713	31.1549	32.7126	34.3482	36.0656	37.8689	39.7623	40.3587	40.9641
RG-21	Lead CM | D&T Coord | VSO | Public Information Spec | ISS	28.9649	30.4131	31.9338	33.5305	35.2070	36.9674	38.8158	40.7566	41.3679	41.9884
RG-22	APS	29.6890	31.1735	32.7322	34.3688	36.0872	37.8916	39.7862	41.7755	42.4021	43.0381
RG-23		30.4312	31.9528	33.5504	35.2279	36.9893	38.8388	40.7807	42.8197	43.4620	44.1139
RG-24		31.1920	32.7516	34.3892	36.1087	37.9141	39.8098	41.8003	43.8903	44.5487	45.2169
RG-25	MPO Planner | Econ Res Coord | GIS Analyst | Project Manager	31.9718	33.5704	35.2489	37.0113	38.8619	40.8050	42.8453	44.9876	45.6624	46.3473
RG-26	Loan Officer	32.7711	34.4097	36.1302	37.9367	39.8335	41.8252	43.9165	46.1123	46.8040	47.5061
RG-27		33.5904	35.2699	37.0334	38.8851	40.8294	42.8709	45.0144	47.2651	47.9741	48.6937
RG-28	Planner II	34.4302	36.1517	37.9593	39.8573	41.8502	43.9427	46.1398	48.4468	49.1735	49.9111
RG-29	App Suppt Spec | Network Sec Eng | Sys Admin	35.2910	37.0556	38.9084	40.8538	42.8965	45.0413	47.2934	49.6581	50.4030	51.1590
RG-30		36.1733	37.9820	39.8811	41.8752	43.9690	46.1675	48.4759	50.8997	51.6632	52.4381
RG-31	Sr. Loan Officer	37.0776	38.9315	40.8781	42.9220	45.0681	47.3215	49.6876	52.1720	52.9546	53.7489

COLA: 3.00%

Grade	CBA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	LGS4	LGS5
RG-01		18.2067	19.1170	20.0729	21.0765	22.1303	23.2368	24.3986	25.6185	26.0028	26.3928
RG-02	MSM	18.6619	19.5950	20.5748	21.6035	22.6837	23.8179	25.0088	26.2592	26.6531	27.0529
RG-03	TBS	19.1284	20.0848	21.0890	22.1435	23.2507	24.4132	25.6339	26.9156	27.3193	27.7291
RG-04	Clerical Specialist	19.6066	20.5869	21.6162	22.6970	23.8319	25.0235	26.2747	27.5884	28.0022	28.4222
RG-05		20.0968	21.1016	22.1567	23.2645	24.4277	25.6491	26.9316	28.2782	28.7024	29.1329
RG-06	Sr. Meals Coord	20.5992	21.6292	22.7107	23.8462	25.0385	26.2904	27.6049	28.9851	29.4199	29.8612
RG-07	Admin Asst | Case Aide	21.1142	22.1699	23.2784	24.4423	25.6644	26.9476	28.2950	29.7098	30.1554	30.6077
RG-08		21.6421	22.7242	23.8604	25.0534	26.3061	27.6214	29.0025	30.4526	30.9094	31.3730
RG-09	Customer Svc Coord (MRW)	22.1832	23.2924	24.4570	25.6799	26.9639	28.3121	29.7277	31.2141	31.6823	32.1575
RG-10	Admin Asst II | Provider Relations Coord	22.7378	23.8747	25.0684	26.3218	27.6379	29.0198	30.4708	31.9943	32.4742	32.9613
RG-11	Executive Asst |Payroll & Acct Clerk	23.3062	24.4715	25.6951	26.9799	28.3289	29.7453	31.2326	32.7942	33.2861	33.7854
RG-12	Facilities Maint Coord	23.8889	25.0833	26.3375	27.6544	29.0371	30.4890	32.0135	33.6142	34.1184	34.6302
RG-13	ADRC |Acct Spec | IHA	24.4861	25.7104	26.9959	28.3457	29.7630	31.2512	32.8138	34.4545	34.9713	35.4959
RG-14	Eligibility Specialist |MM Coord | AmeriCorps ES |Community Outreach Coord	25.0983	26.3532	27.6709	29.0544	30.5071	32.0325	33.6341	35.3158	35.8455	36.3832
RG-15		25.7258	27.0121	28.3627	29.7808	31.2698	32.8333	34.4750	36.1988	36.7418	37.2929
RG-16	ERC Consultant (LES)	26.3689	27.6873	29.0717	30.5253	32.0516	33.6542	35.3369	37.1037	37.6603	38.2252
RG-17	LMS | Transportation Options Plnr (Asst Plnr) |Contracts Coord	27.0281	28.3795	29.7985	31.2884	32.8528	34.4954	36.2202	38.0312	38.6017	39.1807
RG-18	WSS	27.7038	29.0890	30.5435	32.0707	33.6742	35.3579	37.1258	38.9821	39.5668	40.1603
RG-19	Case Manager | Housing Sppt Spec	28.3964	29.8162	31.3070	32.8724	34.5160	36.2418	38.0539	39.9566	40.5559	41.1642

RG-20		29.1063	30.5616	32.0897	33.6942	35.3789	37.1478	39.0052	40.9555	41.5698	42.1933
RG-21	Lead CM | D&T Coord | VSO | Public Information Spec | ISS	29.8340	31.3257	32.8920	34.5366	36.2634	38.0766	39.9804	41.9794	42.6091	43.2482
RG-22	APS	30.5799	32.1089	33.7143	35.4000	37.1700	39.0285	40.9799	43.0289	43.6743	44.3294
RG-23		31.3444	32.9116	34.5572	36.2851	38.0994	40.0044	42.0046	44.1048	44.7664	45.4379
RG-24		32.1280	33.7344	35.4211	37.1922	39.0518	41.0044	43.0546	45.2073	45.8854	46.5737
RG-25	MPO Planner | Econ Res Coord | GIS Analyst | Project Manager	32.9312	34.5778	36.3067	38.1220	40.0281	42.0295	44.1310	46.3376	47.0327	47.7382
RG-26	Loan Officer	33.7545	35.4422	37.2143	39.0750	41.0288	43.0802	45.2342	47.4959	48.2083	48.9314
RG-27		34.5984	36.3283	38.1447	40.0519	42.0545	44.1572	46.3651	48.6834	49.4137	50.1549
RG-28	Planner II	35.4634	37.2366	39.0984	41.0533	43.1060	45.2613	47.5244	49.9006	50.6491	51.4088
RG-29	App Suppt Spec | Network Sec Eng | Sys Admin	36.3500	38.1675	40.0759	42.0797	44.1837	46.3929	48.7125	51.1481	51.9153	52.6940
RG-30		37.2588	39.1217	41.0778	43.1317	45.2883	47.5527	49.9303	52.4268	53.2132	54.0114
RG-31	Sr. Loan Officer	38.1903	40.0998	42.1048	44.2100	46.4205	48.7415	51.1786	53.7375	54.5436	55.3618

Grade	CBA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RG-01		18.2067	19.1170	20.0729	21.0765	22.1303	23.2368	24.3986	25.6185	26.8994
RG-02	MSM	18.6619	19.5950	20.5748	21.6035	22.6837	23.8179	25.0088	26.2592	27.5722
RG-03	TBS	19.1284	20.0848	21.0890	22.1435	23.2507	24.4132	25.6339	26.9156	28.2614
RG-04	Clerical Specialist	19.6066	20.5869	21.6162	22.6970	23.8319	25.0235	26.2747	27.5884	28.9678
RG-05		20.0968	21.1016	22.1567	23.2645	24.4277	25.6491	26.9316	28.2782	29.6921
RG-06	Sr. Meals Coord	20.5992	21.6292	22.7107	23.8462	25.0385	26.2904	27.6049	28.9851	30.4344
RG-07	Admin Asst | Case Aide	21.1142	22.1699	23.2784	24.4423	25.6644	26.9476	28.2950	29.7098	31.1953
RG-08		21.6421	22.7242	23.8604	25.0534	26.3061	27.6214	29.0025	30.4526	31.9752
RG-09	Customer Svc Coord (MRW)	22.1832	23.2924	24.4570	25.6799	26.9639	28.3121	29.7277	31.2141	32.7748
RG-10	Admin Asst II | Provider Relations Coord	22.7378	23.8747	25.0684	26.3218	27.6379	29.0198	30.4708	31.9943	33.5940
RG-11	Executive Asst |Payroll & Acct Clerk	23.3062	24.4715	25.6951	26.9799	28.3289	29.7453	31.2326	32.7942	34.4339
RG-12	Facilities Maint Coord	23.8889	25.0833	26.3375	27.6544	29.0371	30.4890	32.0135	33.6142	35.2949
RG-13	ADRC |Acct Spec | IHA	24.4861	25.7104	26.9959	28.3457	29.7630	31.2512	32.8138	34.4545	36.1772
RG-14	Eligibility Specialist |MM Coord | AmeriCorps ES |Community Outreach Coord	25.0983	26.3532	27.6709	29.0544	30.5071	32.0325	33.6341	35.3158	37.0816
RG-15		25.7258	27.0121	28.3627	29.7808	31.2698	32.8333	34.4750	36.1988	38.0087
RG-16	ERC Consultant (LES)	26.3689	27.6873	29.0717	30.5253	32.0516	33.6542	35.3369	37.1037	38.9589
RG-17	LMS | Transportation Options Plnr (Asst Plnr) |Contracts Coord	27.0281	28.3795	29.7985	31.2884	32.8528	34.4954	36.2202	38.0312	39.9328
RG-18	WSS	27.7038	29.0890	30.5435	32.0707	33.6742	35.3579	37.1258	38.9821	40.9312
RG-19	Case Manager | Housing Sppt Spec	28.3964	29.8162	31.3070	32.8724	34.5160	36.2418	38.0539	39.9566	41.9544

RG-20		29.1063	30.5616	32.0897	33.6942	35.3789	37.1478	39.0052	40.9555	43.0033
RG-21	Lead CM | D&T Coord | VSO | Public Information Spec | ISS	29.8340	31.3257	32.8920	34.5366	36.2634	38.0766	39.9804	41.9794	44.0784
RG-22	APS	30.5799	32.1089	33.7143	35.4000	37.1700	39.0285	40.9799	43.0289	45.1803
RG-23		31.3444	32.9116	34.5572	36.2851	38.0994	40.0044	42.0046	44.1048	46.3100
RG-24		32.1280	33.7344	35.4211	37.1922	39.0518	41.0044	43.0546	45.2073	47.4677
RG-25	MPO Planner | Econ Res Coord | GIS Analyst | Project Manager	32.9312	34.5778	36.3067	38.1220	40.0281	42.0295	44.1310	46.3376	48.6545
RG-26	Loan Officer	33.7545	35.4422	37.2143	39.0750	41.0288	43.0802	45.2342	47.4959	49.8707
RG-27		34.5984	36.3283	38.1447	40.0519	42.0545	44.1572	46.3651	48.6834	51.1176
RG-28	Planner II	35.4634	37.2366	39.0984	41.0533	43.1060	45.2613	47.5244	49.9006	52.3956
RG-29	App Suppt Spec | Network Sec Eng | Sys Admin	36.3500	38.1675	40.0759	42.0797	44.1837	46.3929	48.7125	51.1481	53.7055
RG-30		37.2588	39.1217	41.0778	43.1317	45.2883	47.5527	49.9303	52.4268	55.0481
RG-31	Sr. Loan Officer	38.1903	40.0998	42.1048	44.2100	46.4205	48.7415	51.1786	53.7375	56.4244

COLA: 2.75%

Grade	CBA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
RG-01		18.7074	19.6428	20.6249	21.6561	22.7389	23.8758	25.0696	26.3231	27.6393
RG-02	MSM	19.1751	20.1339	21.1406	22.1976	23.3075	24.4729	25.6965	26.9813	28.3304
RG-03	TBS	19.6545	20.6372	21.6691	22.7526	23.8902	25.0847	26.3389	27.6558	29.0386
RG-04	Clerical Specialist	20.1459	21.1532	22.2109	23.3214	24.4875	25.7119	26.9975	28.3474	29.7648
RG-05		20.6495	21.6820	22.7661	23.9044	25.0996	26.3546	27.6723	29.0559	30.5087
RG-06	Sr. Meals Coord	21.1657	22.2240	23.3352	24.5020	25.7271	27.0135	28.3642	29.7824	31.2715
RG-07	Admin Asst | Case Aide	21.6948	22.7795	23.9185	25.1144	26.3701	27.6886	29.0730	30.5267	32.0530
RG-08		22.2372	23.3491	24.5166	25.7424	27.0295	28.3810	29.8001	31.2901	32.8546
RG-09	Customer Svc Coord (MRW)	22.7931	23.9328	25.1294	26.3859	27.7052	29.0905	30.5450	32.0723	33.6759
RG-10	Admin Asst II | Provider Relations Coord	23.3629	24.5310	25.7576	27.0455	28.3978	29.8177	31.3086	32.8740	34.5177
RG-11	Executive Asst |Payroll & Acct Clerk	23.9470	25.1444	26.4016	27.7217	29.1078	30.5632	32.0914	33.6960	35.3808
RG-12	Facilities Maint Coord	24.5457	25.7730	27.0617	28.4148	29.8355	31.3273	32.8937	34.5384	36.2653
RG-13	ADRC |Acct Spec | IHA	25.1593	26.4173	27.7382	29.1251	30.5814	32.1105	33.7160	35.4018	37.1719
RG-14	Eligibility Specialist |MM Coord | AmeriCorps ES |Community Outreach Coord	25.7883	27.0777	28.4316	29.8532	31.3459	32.9132	34.5589	36.2868	38.1011
RG-15		26.4330	27.7547	29.1424	30.5995	32.1295	33.7360	35.4228	37.1939	39.0536
RG-16	ERC Consultant (LES)	27.0938	28.4485	29.8709	31.3644	32.9326	34.5792	36.3082	38.1236	40.0298
RG-17	LMS | Transportation Options Plnr (Asst Plnr) |Contracts Coord	27.7711	29.1597	30.6177	32.1486	33.7560	35.4438	37.2160	39.0768	41.0306
RG-18	WSS	28.4654	29.8887	31.3831	32.9523	34.5999	36.3299	38.1464	40.0537	42.0564

RG-19	Case Manager | Housing Sppt Spec	29.1770	30.6359	32.1677	33.7761	35.4649	37.2381	39.1000	41.0550	43.1078
RG-20		29.9064	31.4017	32.9718	34.6204	36.3514	38.1690	40.0775	42.0814	44.1855
RG-21	Lead CM | D&T Coord | VSO | Public Information Spec | ISS	30.6541	32.1868	33.7961	35.4859	37.2602	39.1232	41.0794	43.1334	45.2901
RG-22	APS	31.4205	32.9915	34.6411	36.3732	38.1919	40.1015	42.1066	44.2119	46.4225
RG-23		32.2060	33.8163	35.5071	37.2825	39.1466	41.1039	43.1591	45.3171	47.5830
RG-24		33.0112	34.6618	36.3949	38.2146	40.1253	42.1316	44.2382	46.4501	48.7726
RG-25	MPO Planner | Econ Res Coord | GIS Analyst | Project Manager	33.8365	35.5283	37.3047	39.1699	41.1284	43.1848	45.3440	47.6112	49.9918
RG-26	Loan Officer	34.6824	36.4165	38.2373	40.1492	42.1567	44.2645	46.4777	48.8016	51.2417
RG-27		35.5495	37.3270	39.1934	41.1531	43.2108	45.3713	47.6399	50.0219	52.5230
RG-28	Planner II	36.4382	38.2601	40.1731	42.1818	44.2909	46.5054	48.8307	51.2722	53.8358
RG-29	App Suppt Spec | Network Sec Eng | Sys Admin	37.3492	39.2167	41.1775	43.2364	45.3982	47.6681	50.0515	52.5541	55.1818
RG-30		38.2829	40.1970	42.2069	44.3172	46.5331	48.8598	51.3028	53.8679	56.5613
RG-31	Sr. Loan Officer	39.2400	41.2020	43.2621	45.4252	47.6965	50.0813	52.5854	55.2147	57.9754

APPENDIX B

FURLOUGH GUIDELINES

1. The program and/or work unit manager and the affected members of the program and/or work unit will meet to discuss alternatives for scheduling and implementing furloughs for that program and/or work unit considering the impacts of possible furlough strategies on workflow, clients, staff and budget (Box 3 of the furlough Flow Chart). Following this discussion, the program and/or work unit manager in coordination with the Program Director, will develop the protocol for scheduling time off for that particular program and/or work unit (Box 4). When determining the program and/or work unit protocol, the following factors are to be considered:

    a. The number of hours that each employee will be furloughed
    b. The time period the furlough is in effect
    c. The increments of time an employee can take furlough (full days, ½ days, hours, etc.)
    d. The deadline/time frame to request the furlough time-off

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

- Each person shall take a total of *(number of hours)* furlough hours between *(time period)*. The employee may choose to take their furlough in increments of *(minimum number of hours)* hour or more and do not have to take them equally over each individual month of a pay period. All furlough requests for the designated pay period must be in writing to the manager no later than the *(deadline day)* of the month prior to taking the furlough.

- Each employee will take *(number of days)* furlough days per month during the months of *(list months)*. Furlough can be taken in increments of *(minimum hours)* hours or more. All furlough requests for the designated pay period must be in writing to the manager no later than the *(deadline date)*.

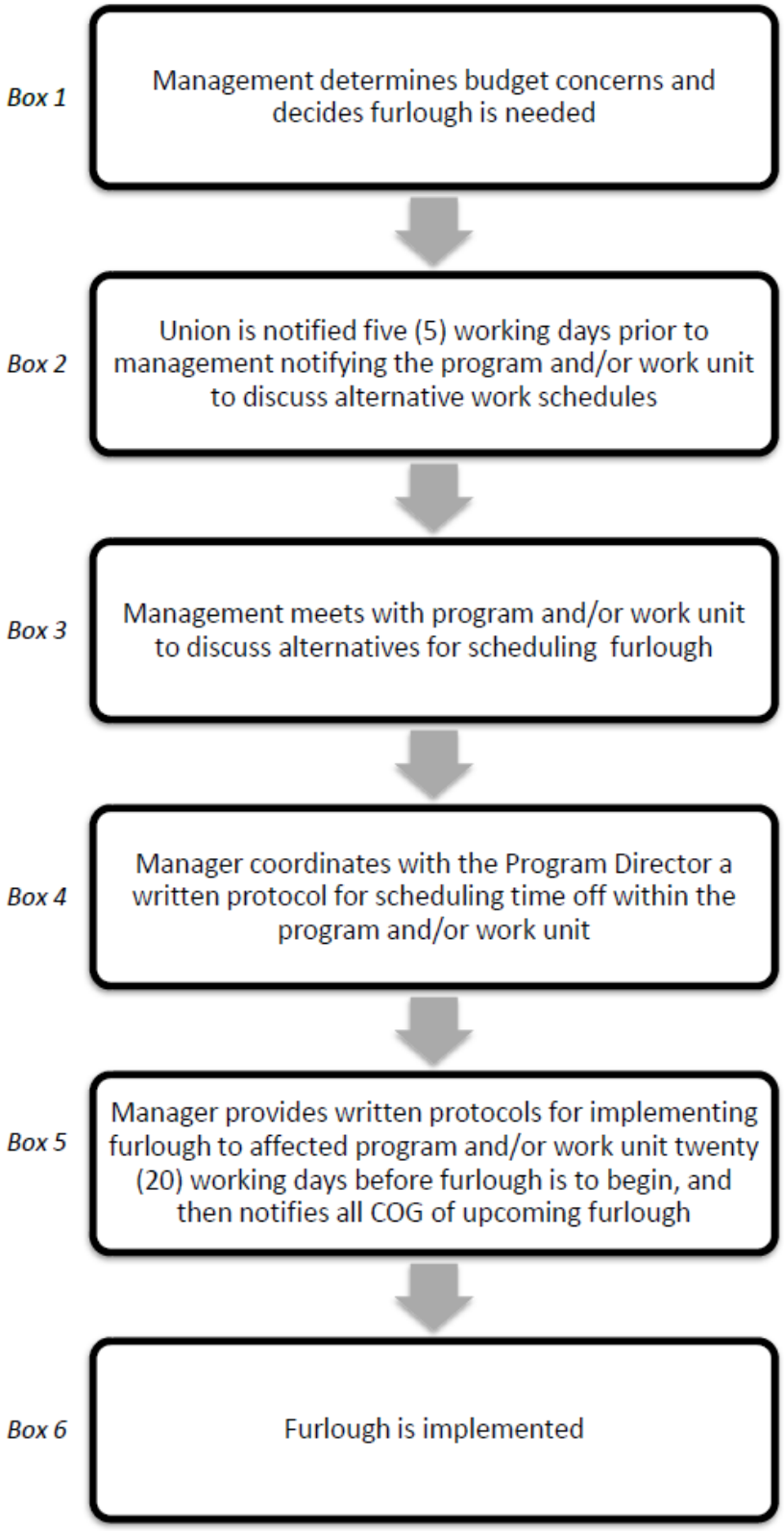
2. Management will ensure all employees they supervise take the required number of furlough days during the designated time frame.

3. The employee must record furlough days appropriately on timesheets.

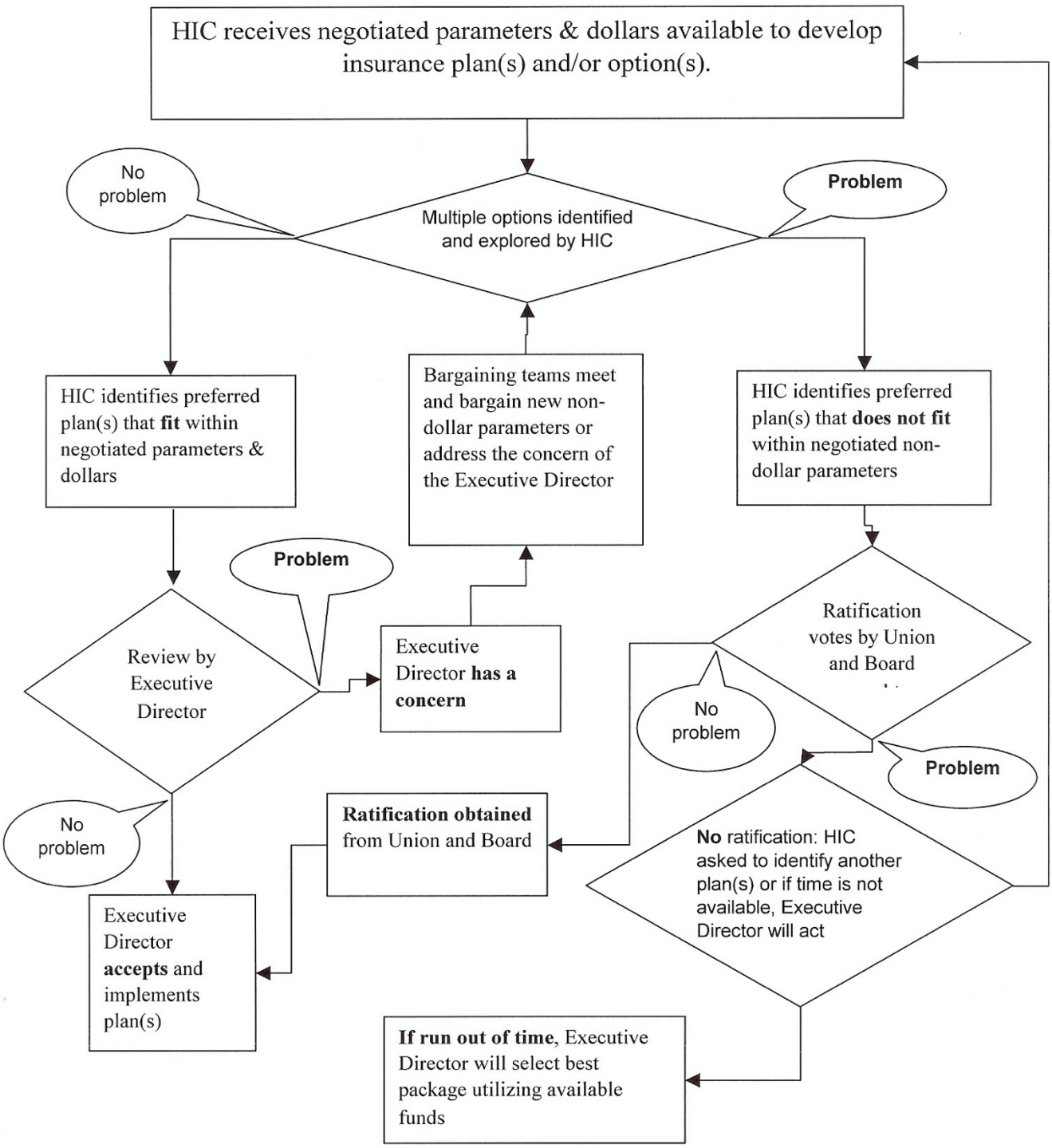
4. An employee cannot volunteer to work or work from home during their scheduled furlough time.

5. Management will refrain from calling employees in to work during an employee's furlough time. In the event of unforeseen circumstances such as imminent danger to life, health, safety, or significant impact to agency operations that require an employee to perform work, management may unschedule the furlough time and direct the employee to perform work.

FURLOUGH FLOW CHART (APPENDIX B Continued)



APPENDIX C


HIC receives negotiated parameters & dollars available to develop insurance plan(s) and/or option(s).
No problem
Multiple options identified and explored by HIC
Problem
HIC identifies preferred plan(s) that **fit** within negotiated parameters & dollars
Bargaining teams meet and bargain new non-dollar parameters or address the concern of the Executive Director
HIC identifies preferred plan(s) that **does not fit** within negotiated non-dollar parameters
Problem
Review by Executive Director
Executive Director **has a concern**
Ratification votes by Union and Board
No problem
Problem
No problem
Ratification obtained from Union and Board
No ratification: HIC asked to identify another plan(s) or if time is not available, Executive Director will act
Executive Director **accepts** and implements plan(s)
If run out of time, Executive Director will select best package utilizing available funds

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