

Collective Bargaining Agreement

between

American Federation of State, County &  
Municipal Employee, Council 75, Local 3694

and

Josephine County/  
Josephine County Board of Commissioners

July 1, 2021  
through  
June 30, 2024

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## **ARTICLE 1. RECOGNITION.**

### **Section 1.1. Recognition.**

The County recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this contract (the Agreement) for the purpose of collective bargaining with respect to wages, hours, benefits, and related terms and conditions of employment.

### **Section 1.2. Scope of the Bargaining Unit.**

Membership: The bargaining unit shall consist of all Josephine County employees, excluding employees represented by SEIU in the Public Works Division, employees represented by the Sheriff's Office Employees Association in the Sheriff's Office, employees represented by FOPPO who work in parole and probation officer positions that supervise adult offenders as defined in ORS 243.736, employees who work less than sixteen (16) hours per week, supervisory and confidential employees as defined by ORS 243.650 (16) and (6), and temporary County employees.

### **Section 1.3. Regular Part-Time Employees and Temporary County Employees.**

1. A regular part-time employee is an employee who works a regular ongoing work schedule and is in a fiscal year's budgeted and authorized County position. This type of employee works sixteen (16) or more hours per week and has satisfactorily completed his or her probationary period following initial hire. This type of employee is generally assigned to a regular part-time work schedule. Part-time employees shall be offered the opportunity to work fill-in hours within their position or position series, at the employee's regular rate of pay, prior to the use of temporary county employees.
2. A temporary County employee is an employee who works an intermittent work schedule and is not in a fiscal year's budgeted or authorized County position. A temporary County employee is generally assigned to casual/seasonal, on-call, ongoing fill-in work (e.g. filling in for an absent employee or an employee on a leave of absence), special grant, or special projects. A temporary County employee works less than six (6) months in a twelve (12) month period and is not included in the bargaining unit or covered by this Agreement. A temporary County employee may work an ongoing irregular work schedule as a fill-in employee without limitation on hours or length of employment in such positions.
3. The utilization of an employee of a temporary employment agency to perform the work of a bargaining unit position is generally prohibited. Exceptions to this general policy are

allowable provided authorization is obtained in writing from the Board of County Commissioners, and requesting Departments document in writing the substantial cost savings and the short-term nature of the requested contract.

## **ARTICLE 2. DEFINITIONS**

The following definitions shall apply throughout this Agreement:

"Authorized bargaining unit position" -- A position which is found on the official "authorized position list" of the County

"Business Representative" -- The professional staff of the Union who are not employees of the County.

"Calendar Year" -- The twelve (12) month period beginning January 1 and ending December 31.

"Compensatory Time" -- Time earned by an employee for working overtime and which is granted as time off from work with pay.

"County" -- Josephine County, Oregon, its elected officials, Division Directors, Managers and/or their designated representatives.

"Demotion" -- The movement of an employee in accordance with current county policies, with cause, from a position in one classification to a position in another classification when a vacancy exists in a lower level having a lower maximum salary.

"Department" -- An operational subset of the County made up of programs, offices, and/or divisions.

"Director" -- An individual charged with overall operational and managerial responsibilities for a Division.

"Division" -- An operational subset of the County responsible for managing multiple programs. The Division is the highest level of organization within County government.

"Emergency" -- An occurrence or set of circumstances or factors that may impair operations materially, that could not reasonably be anticipated by management, and demands immediate action. (Examples: occurrence of a threat to public health or safety; a natural disaster; temporarily below minimum staffing requirements for juvenile detention facility; temporary unexpected staff absence that would impair operations materially).

"Exempt employee" -- An executive, administrative or professional employee who is exempt from the overtime pay requirements under the Fair Labor Standards Act.

"Full-time equivalent" ("FTE") -- The ratio in which an employee's normal work schedule bears to full-time (40 hours per week or 2,080 hours per year) employment.

"Grievance" -- A dispute regarding the application, meaning, or interpretation of a particular clause of this Agreement, or an alleged violation of this Agreement. A dispute is not a grievance until the County has been informed formally as set forth in Article 25 Grievance Procedure.

"Holiday compensatory time earned" -- compensatory time ('comp time') earned by an employee on a recognized County holiday.

"Human Resources Office" -- The County office responsible for the administration of the personnel program which includes recruiting, compensation, benefit administration, layoff/recall and employee and labor relations. This office also oversees the County's safety and workers' compensation programs.

"Immediate family" -- The mother, father, sister, brother, child, grandparent, and grandchild of an employee or his or her current spouse, and any other relative of the employee residing in the employee's immediate household or any other person identified as such by applicable laws.

"Layoff" -- The curtailment of a position, either completely or by a portion of its FTE level.

"Manager" -- An individual charged with overall operational and managerial responsibilities for a Program.

"Paid Leave" -- An employee benefit which, through the rules or provisions of the collective bargaining agreement, provides paid time off for such reasons as sickness, injury, bereavement and vacation. This is a period of time in which employees receive compensation but during which County assigned work and responsibility is suspended. When applicable, paid leave shall not be used when determining performance.

"Pay Grade" -- The pay range from step one (1) through twelve (12) assigned to a position as designated on the salary table.

"Pay Step" -- A specific level within a pay grade to which an employee is assigned.

"Payroll anniversary date" -- An employee's most recent date of hire, promotion, or demotion. If the employee is hired on or before the 15th of the month, the payroll anniversary date is adjusted back to the first of the month in which the employee is hired. If the employee is hired after the 15th of the month, the payroll anniversary date is adjusted forward to the first of the following month.

"Position" -- A job to which an employee may be assigned, according to the needs of the department and the employee's abilities and qualifications.

"Position Series" -- A group of positions with similar skills, abilities, knowledge, duties, and



responsibilities. Such positions typically carry the same position title with I, II, III or Sr utilized to denote varying minimum requirements and/or duties. Position Series are identified in Appendix A of this Agreement.

"Program" -- A separate and distinct organization (subdivision) within the structure of a County Division or as a stand alone entity.

"Promotion" -- A selection decision by the County to move an employee to a position with a higher pay grade than the employee's current position.

"Reclassification" -- A change in a position by raising it to a higher pay grade, reducing it to a lower pay grade, moving it to another classification at the same level, or significantly changing the characteristics or responsibility of the work performed.

"Regular full-time employee" -- A full-time employee who works at least 36 hours/week (.9 FTE) in a regular budgeted and authorized bargaining unit position who has satisfactorily completed his or her probationary period following initial hire.

"Supervisor" -- The applicable person whom an employee reports to, including an Elected Official, Director, Manager or their delegates.

"Transfer" -- The movement of an employee from one position to another position in the bargaining unit or the movement of an employee to the same position in a different department.

"Union" -- The American Federation of State County and Municipal Employees (AFSCME) Council 75, Local 3694.

"Union Steward" -- An employee chosen by the union from among bargaining unit employees to represent bargaining unit employees and assist them in the application of this Agreement.

"Vacancy" -- A duly created budgeted position which has not been filled.

"Workday" -- A period of time beginning at 12:00 a.m. and ending at 11:59 p.m.

"Work Interval"-- Any fifteen (15) minute segment of the work day.

"Workweek" -- A seven-day period beginning at 12:01 a.m. on Sunday, and ending at 12:00 (midnight) on Saturday per County policy, unless otherwise set for a particular employee.

### **ARTICLE 3. NON-DISCRIMINATION.**

### **Section 3.1. Non-Discrimination and Harassment.**

The County and the Union agree that they will fully comply with all applicable laws and County policies regarding discrimination and harassment. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination or harassment as to age, marital status, disability, race, color, creed, sex, national origin, union membership, political affiliation or membership in other protected groups.

The provisions of this Section also apply to harassment in general. Harassment shall not be tolerated in the County workplace. It is against the policies of the County for any employee, or group of employees, to harass another employee(s). This includes harassing or hostile acts of one employee against another, harassing or hostile acts of more than one employee against another, harassing or hostile acts by a supervisor(s) against an employee(s), and coordination of harassing or hostile acts of one or more employees. The reasonable person test is the standard to be used in evaluating these acts to determine whether a reasonable person would perceive the conduct as offensive, inappropriate or improper.

### **Section 3.2. Complaint Procedure.**

Claimed violations of Section 3.1 may be pursued through the County's identified complaint procedure, the grievance procedure contained in the Grievance Procedure Article of this Agreement, or alternate legal procedures. The County's complaint procedure states that employees who have harassment/discrimination complaints should make a report to their supervisor and/or Elected Official, Director or Manager. If this is not appropriate or comfortable for the employee, employees are urged to seek assistance directly from the Human Resources Director, or if not 'gender' comfortable for the employee, a gender designee. An employee may choose to invite a union representative to accompany them when participating in the complaint and investigation procedures.

Complaints from employees shall be immediately reported to the Human Resources Office. After notification of an employee's complaint, a confidential investigation will immediately be initiated by the Human Resources Office to gather all of the facts about the complaint. All employee complaints will initially be evaluated by the Human Resources Office. If it is decided that a formal discrimination/harassment investigation is not required by County policy, the matter will be forwarded to the appropriate Manager for immediate evaluation and timely follow-up of the complaint.

### **3.3. Bullying**

Josephine County is dedicated to promoting a positive working environment free of physical or verbal harassment, "bullying", or discriminatory conduct of any kind. Specifically, the County prohibits employees from "bullying" one another. For purposes of this policy, "bullying" refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees), which is intended to intimidate the employee(s). Examples of bullying

include but are not limited to:

- Being treated differently than the rest of your work group without cause;
- Physical aggression whether to the person, property, or his/her workspace;
- Non-verbal threatening gestures/glances which can convey threatening messages;
- Exclusion or social isolation;
- Being the target of practical jokes and/or rumors/gossip in order to intimidate or subjugate.

Every employee, regardless of title or job held, is responsible for creating and ensuring an atmosphere free of bullying, discrimination and harassment. Further, all employees are responsible for respecting the rights of their co-workers and adhering to the letter and spirit of this policy.

If an employee feels they are being bullied, it is the employee's responsibility to report it to his/her supervisor. If the employee does not agree with the supervisor's solution to the complaint, the Union may grieve the decision starting at step 1. If no agreement can be reached through step 2 of the grievance process, the Union may appeal to the Human Resources Director following the timeline outlined in Step 3 of the grievance procedure. The Human Resources Director's decision is final and cannot be grieved further.

If the employee feels they are being bullied by a Supervisor/Director, the grievance process may start on step 2 and progress as prescribed above.

## **ARTICLE 4. MANAGEMENT RIGHTS.**

### **Section 4.1. Exclusive Rights.**

The County retains all the customary, usual and exclusive rights, decision making prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the affairs of the County or any part of it.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, rights and authority of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial, budgetary and accounting procedures.
- C. To direct and supervise all operations and functions of the County and its departments as it determines appropriate, and to adopt and enforce such work rules and policies as set forth under the guidelines of Article 27.1 Future Rules to further such operations and functions.
- D. To close, liquidate or reduce any department, division, office, branch, operations or facility, or combination of facilities, or to relocate, reorganize or combine the work of departments, divisions, offices, branches, operations or facilities for budgetary or other reasons.
- E. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, demote and retain employees, and to transfer them within the same pay range; the right to lay off; the right to abolish positions or reorganize divisions or departments; the right to determine schedules of work; the right to purchase, dispose of and assign equipment and supplies.
- F. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regard thereto.
- G. To establish, revise and implement standards of hiring, classification, promotion, quality of work, quantity of work, safety, materials, equipment and appearance.
- H. To implement new, and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- I. To contract or subcontract work, provided that the County will bargain the impact of any such decision with the Union upon written demand.
- J. To assign shifts, workdays, hours of work, and work locations.

- K. To designate and to assign all work duties.
- L. To establish new duties, to revise pay grades, position specifications and duties, except as expressly limited by specific terms of this Agreement.
- M. To determine the need for and the qualifications of new employees, transfers and promotions.
- N. To discipline, suspend, demote or discharge employees.
- O. To determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for such periods as determined by the County.

The exercise of any management prerogative, function or right which is not specifically modified by this Agreement is not subject to the Grievance Procedure described in this Agreement.

**Fill Space**

## **ARTICLE 5. UNION RIGHTS.**

### **Section 5.1. Source of Rights.**

Privileges and benefits provided to County employees from other rules, policies, ordinances or orders shall not be applicable to bargaining unit employees except as may be specifically provided in such rules, policies, ordinances or orders.

### **Section 5.2. Union Business.**

- A. Union Dues : Upon receipt of written authorization from an employee, the County shall deduct regular Union membership dues from the employee's paycheck.
- B. Per HB 2016, upon notification to their Supervisor or other authorized County representative, designated Representative will be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate and process grievances. Such approval shall not be unreasonably withheld.
- C. President's Time: Upon approval of their Supervisor or other authorized County representative, the Union President or designee shall be allowed up to eight (8) hours per month, with pay, for the purpose of administering Union functions throughout the County. Such approval shall not be unreasonably withheld.
- D. Within thirty (30) days of employment, a Union Steward or designee and the new employee will be granted sixty (30) minutes of paid time for a formal Union orientation. Such formal orientation may be conducted in conjunction with the employer's new employee orientation and when feasible the Union will be notified at least ten (10) days in advance of the Employer's new employee orientation. If no such orientation is conducted within the first thirty (30) days, the formal Union orientation will occur on an individual basis.

Upon completion of the new employee's probationary period, the new employee and Union Steward or designee will be granted thirty (30) minutes of paid time to discuss any remaining questions.

### **Section 5.3. Bulletin Boards.**

The County shall allow reasonable use of established bulletin boards by the Union for communicating with employees.

#### **Section 5.4. Use of County Resources.**

The County shall allow reasonable use of County buildings, equipment, facilities, and resources for the purpose of union activities and holding Union meetings, based upon obtaining prior approval and the availability of space. The Union shall not cause any expense to be incurred by the County through its use of County buildings, equipment, facilities, and resources without prior approval by the County.

#### **Section 5.5. List of Employees.**

Each month the County will provide the Union with the names and addresses of all new hires, retirees, promotions and terminations which have occurred during the previous month along with the names, hire dates, job classification and work locations.

#### **Section 5.6. Dues/Holder of Record.**

Holder of Record.

During the life of this agreement, the Union will notify the County periodically of individuals who have authorized or discontinued authorization for deductions to the Union.

- A. The County shall deduct from the monthly paycheck of employees in the bargaining unit who have authorized the deduction, the specified amount for payment to AFSCME Council 75.
- B. The Employer agrees to electronically remit the aggregate deductions together with an itemized statement to AFSCME Council 75, by the first day of the succeeding month after such deductions are made.
- C. The County shall withhold dues for bargaining unit employees each month they work for Josephine County, including the first and last month in which an employee works, in accordance with the dues structure provided to Josephine County. Employees whose employment begins or ends after working less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues ~~deductions~~.
- D. The Union agrees to provide the County with copies of the Union dues structure a minimum of (90) ninety days prior to the time when it is scheduled to change.
- E. P.E.O.P.L.E. The Employer agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings, regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving

written notice to the UNION and the EMPLOYER. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

- F. The Union shall indemnify and hold the County harmless against any claim as a result of the County's carrying out the provisions of this Section in good faith.

### **Section 5.7. Contract Negotiations.**

Meetings shall be conducted 50% on work time and 50% on non-work time. Up to five (5) members of the Union's Bargaining Committee, including the Union President, shall be granted time off with pay if negotiations are during working hours. The members of the Bargaining Committee shall receive up to an additional eight (8) hours of pay for negotiation preparation and caucusing activities. The Union Bargaining Committee of five (5) employees shall be selected by the Union in accordance with the Union's internal policies.



## **ARTICLE 6. NEW POSITIONS AND VACANCIES.**

### **Section 6.1. Position Vacancies.**

Applications shall only be accepted when a vacancy exists and has been posted by the Human Resources Office. All employees applying for another position in the County shall complete and submit an application form to the Human Resources Office within the posted time frames.

### **Section 6.2. Vacancy Announcements.**

Notice of all job openings within the County shall be posted on County bulletin boards for a period of six (6) working days, with a copy of all job openings provided to the Union. Such notice shall be in the regular County format, and shall include a description of the duties of the position, a statement of all bona fide job-related qualifications required for the position and the pay rate of the position. At the Counties discretion, internal applicants for open positions who meet or exceed minimum qualifications shall be given preference in the hiring process. The County shall determine what preference will be given, and application of preference is non-grievable.

### **Section 6.3. New Positions.**

The County shall notify the Union when a new bargaining unit position is created, or when a substantial change is made in the description of an existing position, no later than the date of the job posting or reclassification. With that notification the County shall indicate to the Union where the job falls in Appendix A and Appendix B. The County shall indicate the pay grade it intends to assign to the position, and shall meet with the Union to review any objections it may have regarding the proposed range assignment or Appendixes. Following the reaching of agreement or impasse in such discussions, the County shall finalize the pay grade for the position and, if different than initially proposed, shall pay the rate on a retroactive basis.

### **Section 6.4. Lead Positions.**

The County shall establish Lead positions as necessary to provide for departmental and staffing needs. In addition to regular position duties, employees assigned to Lead positions are generally responsible for organizing work flow, ensuring adequate tools and/or supplies, and directing, coordinating, monitoring, training, providing feedback, and/or checking the work of the employees over whom the lead person is assigned. Employees assigned to Lead positions are not responsible, and have no authority, to approve leave, discipline, hire, terminate or perform

formal evaluations of employees; although they may have input into any of these processes.

Lead positions shall be established as County positions and shall be identified as such, with the Lead designation affixed to the position title as a suffix. The pay grade assigned to the Lead position shall be two (2) pay grades higher than the position(s) over which the lead is assigned.

## **ARTICLE 7. PROBATIONARY AND TRIAL SERVICE PERIODS.**

### **Section 7.1. Purpose.**

Probationary and trial service periods are an integral part of the selection process and provide the County with the opportunity to upgrade and improve the quality of its services by observing a new or promoted employee's work, by training new and promoted employees, by assisting new and promoted employees in adjusting to their positions, and by providing an opportunity to reject any new or promoted employee whose work performance fails to meet required work standards or expectations.

### **Section 7.2. Probationary Period.**

- A. Newly hired employees shall serve a probationary period of twelve (12) months of continuous employment based on their payroll anniversary date into a regular position. The County may extend the probation up to three (3) additional months if the county deems the extra time would allow the employee to gain the skills necessary to pass probation. The County must notify the union before the end of the 12 month probation if an extension is being considered. Newly hired employees may, at the County's discretion, have their probationary period end after the first six (6) months of employment. All probationary employees will receive a written performance appraisal from their supervisor no later than the first six (6) months of employment and at the end of their probationary period.
- B. During their probationary period, new employees shall be subject to termination by the County with or without cause and such termination shall not be subject to the Grievance Procedure Article of this Agreement. Probationary employees who are terminated by the County will be offered the opportunity to have Union representation present during the termination process. Employees who successfully complete their probationary period shall attain regular employee status.
- C. Time spent as a temporary County employee shall not be applied toward an employee's probationary period.

### **Section 7.3. Trial Service Period.**

Every employee promoted, transferred, or recalled to a new position in the bargaining unit shall serve a trial service period of six (6) months in that position, unless the employee is removed prior to or at the end of that period. During the first forty-five (45) calendar days of the trial service period, the employee shall have the right to return to his or her former position. During the remainder of the trial service period, if the employee is removed from the new position, the removal will be, when reasonable, into a position equal in pay, and a comparable position to the one the employee previously held, and is qualified for, prior to the promotion or transfer. The removal and transfer shall be at the discretion of the County. The employee shall be returned to their previously held payroll anniversary date and corresponding pay grade/step.

**Fill Space**

## **ARTICLE 8. PERSONNEL FILE.**

### **Section 8.1. Location and Review of File.**

The official personnel file shall be maintained in the Human Resources Office and is solely the property of Josephine County. Upon reasonable request, an employee or, upon written authorization from the employee, the Union Representative may review or copy the employee's paper and electronic personnel and/or unofficial personnel file, except for references from previous employers, workers' compensation claims documents, medical information and other information which is prohibited from disclosure by law.

### **Section 8.2. Critical Material.**

No material reflecting critically upon the employee shall be placed in the employee's personnel file without the employee's signature or the opportunity to sign the material. Signature by the employee does not necessarily indicate agreement with the material. A copy of the material shall be provided to the employee within seven (7) business days of its placement in the file. Any disciplinary material shall be removed from the personnel file after three (3) years provided there are no related disciplinary actions. Disciplinary material found in a file after the three (3) year period shall be disregarded and removed. This may be at the written request of the employee or his union representative. Any disciplinary material, investigation reports or other negative information that is serious enough to prevent appointment into a DPSST certified position will be exempt from removal from file.

### **Section 8.3. Employee Response.**

If an employee believes that the material which has been or is to be placed in their personnel file is incorrect, the employee may prepare a written explanation or response regarding the particular material and may have it included in the personnel file. Notice of the intent of the employee to provide such written explanation or opinion must be presented to the Human Resources Office within seven (7) days of the date the material in question is provided to the employee. This explanation shall not be construed to be a grievance from the employee.

### **Section 8.4. File Material**

Employees may include in their personnel files copies of any relevant material they wish, such as letters of favorable comments, licenses, certificates, college course credits or any other material that is job related. The Human Resources Office shall exclude and return to the employee any material which constitutes a violation of law, County policy, or provision of this agreement.

## **ARTICLE 9. HOURS OF WORK.**

### **Section 9.1. Workweek.**

The normal workweek for full-time employees shall consist of forty (40) hours, or eighty (80) hours bi-weekly as may be permitted by law, with at least two (2) consecutive days off in a workweek except when implementing shift changes. An employee may make a written request to work a regular or temporary work schedule that does not have two (2) consecutive days off. The request is subject to written supervisor approval.

### **Section 9.2. Changes in Schedules.**

- A. Changes in regular work schedules may be made by the County, provided that affected employees are given adequate notice of such changes. Except for emergency situations, notice of a permanent change in a regular work schedule shall be given at least fourteen (14) days in advance. Emergency schedule changes that are to last longer than five (5) consecutive work days require three (3) work days notice of a continuing temporary schedule change.
- B. Employees shall have the option to establish a flexible work schedule upon the approval of the employee's immediate supervisor. A flexible work schedule shall be based on a forty (40) hour workweek (or 80 hours bi-weekly, as may be permitted by law). Daily hours may vary and shall be permitted so long as the employee completes a full workweek or is scheduled to work a full workweek.

### **Section 9.3. Juvenile Shelter/Detention Shift Assignments.**

When specific positions or position series are assigned to various shifts (i.e., day, swing, night) seniority based shift bidding shall be utilized when vacancies exist. Management shall set up a bid and will assign open shift(s) to employees with the greatest seniority in the position and/or position series, so long as such assignment does not interfere with the operational needs (i.e., gender, lead assignment, certification/training, skills and expertise requirements) of the department as defined by the County. Shifts will typically remain unchanged; however, the County shall retain the right to change and assign shifts as necessary to meet the needs of the department.

### **Section 9.4. Work Assignment During Periods of Poor Air Quality.**

During periods of time where the air quality is classified as “unhealthy” (for the purposes of this article “unhealthy” is when the AQI score is at 151 or higher) departments will work to limit the

amount of time employees spend outdoors. This could include work assignment or workplace modifications with the intention of limiting the duration of time spent in these conditions. Voluntary use of NIOSH rated N95 masks will be permitted upon verification that employee has been training using OSHA required appendix D to Standard 1910.134.

If the County decides to close or delay the opening of a worksite due to inclement air quality, employees will be notified as soon as possible, but no less than two hours prior to the start of the shift. In the event of a closure, Article 13 section 13.2 will be used.

### **Section 9.5. Telework.**

Employees may request long-term or short-term telework. Requests will be evaluated based on the following criteria: needs of the department and workflow requirements as defined by the director; availability of necessary equipment needed for telework; home workspace ergonomics; availability of high-speed internet access (when needed); ability to remotely verify quantity and quality of work, and department head/elected official preference. Approval or denial will be made by the department director or elected official.

### **Section 9.6. Rest Periods.**

As scheduling and workload allow, each employee shall be allowed a fifteen (15) minute rest period during each four hour work period. The time at which rest periods are taken by an employee shall be scheduled in accordance with the operating requirements of each Department, and shall be considered on-duty time. Employees and their supervisors may schedule alternate rest periods; however, nothing in this Article shall permit employees to "bank" or store break periods from one four hour work period to the next.

### **Section 9.7. Meal Periods.**

As scheduling and workload allow, each employee shall be granted an uncompensated meal period during each six (6) or more hours of work performed. To the extent consistent with the operating requirements of the department, meal periods shall be scheduled at or about the middle of the work shift.

Employees may take paid meal periods based upon reasonable operating needs and with supervisory approval. The rules promulgated by the Bureau of Labor and Industries (BOLI) commission pursuant to ORS 653.261(1) do not apply to employees covered by this agreement as they pertain to meal and rest periods.

### **Section 9.8. Callback and Minimum Shift Requirements.**

If an non-exempt employee is called back to work after completing his or her normally scheduled work period and left County premises, the employee shall be compensated for a minimum of two (2) hours for all callback work performed.

### **Section 9.9. Reporting Time.**

If an employee, without prior notice, reports to work for his or her regular shift and is sent home for lack of work, the employee shall be paid a minimum of two (2) hours at the regular rate.

### **Section 9.10. On-Call Compensation.**

- A. An employee shall be compensated for one (1) hour of pay or straight comp time at the regular straight time rate for every four (4) hours of assigned on call duty time up to a maximum of four (4) hours in any twenty-four (24) hour period. Assigned on call duty shall mean times in which the employee is required to respond to a specific service need of the County, and the employee's freedom to engage in personal activities is sufficiently restricted or the employee is not able to use the time effectively for his or her own purposes, according to applicable law. Employees who are called back into their workplace to perform county service shall receive compensation for call back under Section 9.6 (Callback). Work completed at home via phone while on-call shall be compensated to the nearest 15 minute interval. Compensation for on call duty shall be credited at the regular non-overtime rate.

### **Section 9.11. Absent Without Leave.**

Any employee who fails to report for scheduled work for two (2) consecutive work days shall be considered as having abandoned his or her position and resigned from employment and may be terminated, except as may be protected by applicable law. The County may then declare the position vacant unless the employee provides evidence that the employee was unable to notify the supervisor of the absence due to sickness, disability, or other legitimate reason beyond the employee's control.

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## **ARTICLE 10. OVERTIME.**

### **Section 10.1. Overtime Work.**

- A. Whenever a supervisor deems it necessary, because of emergency or for purposes of efficiency, economy or otherwise, she/he may require employees to work overtime. Employees shall not work overtime without prior approval from their supervisor.
- B. The County shall attempt to give as much notice as possible of the need to work overtime. In assigning overtime work, the County shall consider any unusual circumstances which might cause such an assignment to be a burden upon the employee.

### **Section 10.2. Overtime Compensation.**

Non-exempt employees shall be compensated at one and one-half (1-1/2) times their regular rate for hours worked in excess of forty (40) per workweek.

### **Section 10.3. Non-Exempt Employees Compensatory Time.**

Overtime for employees not exempted from overtime under the FLSA shall be compensated in the form of compensatory time off in accordance with Oregon Revised Statutes and federal law, unless the County elects to pay cash for such overtime. Compensatory time may be accumulated to a maximum of eighty (80) hours. If the County so elects, cash payment for the overtime shall be made no later than the seventh (7th) day of the month following the pay period in which the overtime is worked. Cash payment is at the rate earned by the employee at the time the employee receives the payment.

Employees shall be permitted to use compensatory time off within a reasonable period after requesting time off, unless it would unduly disrupt the operations of their Department.

### **Section 10.4. Exempt Employees Compensatory Time.**

Employees currently exempted from receiving overtime compensation in accordance with the FLSA and Oregon Revised Statutes, shall be credited with Compensatory time on a one hour for one hour basis to a maximum of eighty (80) hours earned in a calendar year for hours worked in excess of forty (40) hours per week. Such work shall be performed at the approval or the assignment of the supervisor. Likewise, when an Exempt employee works less than forty (40) hours in a workweek the employee shall be required to use accrued time if the employee wishes to receive full pay. There shall be no cash value for such compensatory time earned. Nothing in this section shall preclude a supervisor and employee from agreeing to flexing individual working schedules so as not to accrue such compensatory overtime. If an exempt employee consistently has a work load that necessitates the working of uncompensated overtime, the employee and the



supervisor shall sit down and discuss the matter. If the discussion(s) between the employee and the supervisor does not reach a satisfactory resolution, the employee and supervisor will meet with their Division Head, the Human Resources Officer, Union Steward and Union Business Representative or designee to discuss the matter. The meeting will review the specific work schedule of the employee over time. The 'reasonable person' standard will be used to determine if the required work load is excessive.

## **Fill Space**

## ARTICLE 11. HOLIDAYS.

### Section 11.1. Recognized Holidays.

The following days shall be recognized as holidays under this Agreement:

<b>Holidays</b>	<b>Dates to be Observed</b>
New Years Day	January 1
Martin Luther King Jr Day	Third Monday of January
Presidents Day	Third Monday of February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday following fourth Thursday of November
Christmas Eve	December 24
Christmas Day	December 25

Any other day declared by the Board of County Commissioners.

### Section 11.2. Holiday Pay.

- A. **Full-time Employees:** Eligible full-time employees shall receive eight (8) hours of pay for each holiday that is observed on a day the employee otherwise would have been scheduled to work. . When a holiday is observed on a day a full-time employee is not regularly scheduled to work, alternate time off will be provided on a scheduled workday or credited as Holiday Comp Earned on the time sheet.
- B. **Part-Time Employees:** Eligible part-time employees shall receive pro rata pay for each holiday that is observed on a day the employee otherwise would have been scheduled to work. When a holiday is observed on a day a part-time employee is not regularly scheduled to work, alternate time off will be provided on a scheduled workday or credited as ~~Holiday~~ Holiday Comp Earned on the time sheet. Pro rata calculations shall be based on the two finalized pay periods preceding the holiday ~~R~~.

### Section 11.3. Weekend Holidays.

If a holiday listed in Section 11.1 above falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. In calendar years when Christmas Day, Independence Day, or New Year's Day falls on a Saturday or a Sunday, County employees who work in 24 hour/day, 7 day/week County facilities shall observe

the holiday on the day it occurs.

**Section 11.4. Holiday During Vacation.**

Should an employee be on vacation leave when a holiday occurs, the holiday shall not be charged against such vacation.

**Section 11.5. Eligibility.**

An employee who does not have any earnings from work or paid leave in a calendar month will not qualify for holiday pay or compensatory time for any holiday that falls within that month.

**Section 11.6. Holiday Work.**

If an employee works on any of the holidays listed in Section 11.1 in addition to any holiday pay for which she or he is eligible, she or he shall be paid at one and one-half (1-1/2) times her or his regular rate for each hour worked, or, at the option of the County, be credited with alternate time off equal to one and one-half (1-1/2) times the amount of time worked on the holiday.

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## **ARTICLE 12. ILLNESS OR INJURY**

Paid leave is provided by the County to cover illness or injury under Article 14. Paid Leave.

### **Section 12.1. Illness or Injury.**

An employee may utilize accrued paid leave when unable to perform work duties by reason of illness or injury, necessary medical or dental care, exposure to contagious disease under circumstances in which the health of the employees with whom the employee associates or members of the public necessarily dealt with by the employee would be endangered by the attendance of the employee.

### **Section 12.2. Doctor's Certificate.**

The County may require a medical verification setting forth the nature and duration of an employee's illness or injury from work (including the current status and condition of an ill or injured employee), of an employee's ability to return to work, or of an employee's ability to continue the full performance of their duties. When such verification is requested by the County, the County shall pay the cost incurred by the employee for any medical verification.

### **Section 12.3. Workers Compensation.**

- A. When an injury or illness occurs in the course of employment, the injured or ill employee may utilize accrued paid leave or compensatory time to receive the difference between payments received under Workers Compensation and the employee's regular salary (net after taxes). In such instances, prorated charges shall be made against the employee's accrued paid leave banks. If paid leave hours become exhausted, the employee will be contacted in writing by the Human Resources Office regarding insurance and payroll withholdings.
- B. The County will continue to provide health benefits for employees who continue to pay the employee portion of the health insurance premium.

### **Section 12.4. Injury or Illness Leave Notice.**

When reasonably possible, an employee shall notify his or her supervisor at least two hours before the start of the scheduled work shift if the employee is unable to report to work as scheduled. The supervisor may set a shorter timeframe.

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## **ARTICLE 13. OTHER LEAVES.**

### **Section 13.1. Jury Duty.**

Employees shall be granted leave with pay for service with a jury, and the employee must not waive payment of jury duty fees, and shall forward the jury duty fees to the County Finance Office. Upon being excused from jury duty for any part of the day, an employee shall contact their immediate supervisor for assignment for the remainder of their regular workday.

### **Section 13.2. Emergencies or Disasters.**

Employees shall be granted leave with pay for instances when they are unable to report for their regular duties because of natural disasters beyond their control, because they are needed to work for the safety of their family or to prevent property damage, or because they are needed to help rescue operations to save life and property. Supervisors may grant leave under this paragraph only when the Board of County Commissioners, their designee or other government entity has determined that these conditions exist. This includes a State or County Department of Transportation or Law Enforcement agency closing a road that eliminates any safe route to work.

If the decision is made to close a county work site after the employee arrives at work, they will be paid for the remainder of their shift.

### **Section 13.3. Military and Peace Corps Leave.**

Military and Peace Corps leave shall be granted in accordance with state and federal law.

### **Section 13.4. Family and Medical Leave.**

Leave may be taken by eligible employees pursuant to the Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA). Employees must make application for Family and Medical Leave at least 30 days prior to the event or as soon as they become aware of the need for such leave. The employee is expected to make application for Family and Medical Leave for FMLA/OFLA qualified absences due to illness or injury beyond three (3) days.

An employee who is qualified for and utilizes leave under the provisions of this section shall have all such leave time counted towards the annual amount allowed under FMLA and OFLA. Unless designated by the employee, leave banks will be reduced in the following order: paid leave, compensatory leave, holiday compensatory leave, frozen paid leave. In the event that leave banks are depleted the employee will be in approved leave without pay status through the remainder of the qualified leave. The County shall continue to make the contributions for

insurance coverage while the employee is on qualified leave, and the employee shall be required to pay any required employee's portion of premiums for such coverage to stay in effect for the full term of the leave.

The County may require medical certification(s) to support a request for leave and may require additional medical opinions as allowed under FMLA and OFLA regulations. Fees associated with the completion of the medical certification forms, or additional medical opinion not covered by insurance, shall be paid by the County in accordance with FMLA and OFLA regulations.

Upon return from Family and Medical Leave, employees shall be restored to their original or equivalent positions with equivalent pay and benefits. If the Family and Medical Leave was for the employee, the employee may be required to provide a medical release upon returning to work. The use of paid leave to attend to a family member shall be limited to time qualified under FMLA/OFLA.

### **Section 13.5. Bereavement.**

The County agrees to follow the OFLA guidelines on Bereavement which include allowing for up to two weeks protected leave due to a death in the employee's immediate family.

### **Section 13.6. Leave Without Pay.**

- A. In instances where the work will not be seriously handicapped by the temporary absence of an employee, the Elected Official, Director or Manager, in coordination with the Human Resources Director, may grant a leave of absence without pay not to exceed six (6) months. Requests for such leave must be in writing and must establish reasonable justification for approval of the request. Normally, such leave will not be approved for an employee who is accepting employment outside the County's service (except for when the leave is for 13.6H of this Contract). Employees must exhaust all available paid leave before they will be granted an unpaid leave of absence of any type.
- B. Employees shall automatically move into leave without pay status when leave banks and donated hardship leave hours are depleted during Family and Medical Leave, and applicable leave laws shall govern.
- C. When leave without pay is granted for illness or injury not qualified under Family and Medical Leave, the County may choose to require that the employee submit a certificate from the attending physician or practitioner. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient evidence to preclude the employee from the performance of duties, such unpaid leave shall be canceled and the employee's services terminated.
- D. Employees who are on leave without pay in excess of three (3) days in a pay period shall

be required to pay a prorated health insurance premium, except when on Family and Medical Leave or other legally protected status.

- E. An employee will not accumulate paid leave hours during any pay period in which leave without pay is in excess of three (3) days or in which any suspension without pay is in excess of three (3) days.
- F. Failure to obtain approval for leave without pay as provided herein can result in discipline up to and including the termination of employment.
- G. When an Elected Official, Director or Manager determines it to be in the best interest of the County due to budgetary and operational considerations, an employee requesting voluntary leave without pay may be granted such leave not to exceed 90 days. During such period of voluntary leave without pay the employee will work or utilize paid leave hours sufficient to cover withholdings. The County will pay the regular health insurance premiums for this period. The employee will not be required to exhaust all available and accumulated paid leave prior to taking such voluntary leave.
- H. Temporary Employment with the Union: In accordance with Article 13.6 A: Upon request of the Union, the Employer will grant leave with pay for temporary employment with the Union. The Union will give the Employer at least thirty (30) calendar day's prior notice, unless otherwise agreed. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the employee on leave with pay during the period of absence. The Union will reimburse the Employer each month for the previous month, upon receipt of an itemized summary of the costs to be charged to the Union. For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary. Part-time employees will be compensated at their budgeted FTE. In addition, the Employer may add other administrative costs not to exceed 5% of the employee's total salary.

Indemnification: The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorney's fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims or lawsuits filed against the Employer arising out of or in relation to actions taken by the employee on behalf of the union during the period of absence.

Return Rights: This employee will have the right to return to the same position. The period of leave will not impact the employee's seniority date or any leave accruals/steps/COLA's that the employee would have been entitled to.

### **Section 13.7. Failure to Return from Leave.**

Any employee who has been granted leave of absence and who, for any reason, fails to return to

work upon the expiration of the leave shall be considered as having resigned from employment with the County. The employee's position shall then be considered vacant, unless the employee furnishes evidence that the employee was unable to return due to a legally protected status.

### **Section 13.8. Hardship Leave.**

Applicants for hardship leave shall apply in writing to the Human Resources Office, or designee, accompanied by the treating physician's written FMLA statement certifying that the prolonged serious health condition of the employee, or a prolonged serious health condition in the employee's immediate family, will continue after the employee is projected to exhaust all accumulated paid leave. Hardship leave is not intended to cover intermittent FMLA leave nor a period of time that precedes the date of the hardship leave request.

Upon determination that the written request satisfies the hardship leave requirements, the County shall approve no more than two (2) separate and distinct leaves, totaling at least one full calendar week in length each, and not more than 480 hours total during the term of this agreement. That amount shall be pro-rated for part-time employees. Approval shall be subject to availability of donations from County employees to cover all hardship leave costs. The Human Resources Office, or designee, shall initiate and collect donation(s) on a form the County provides that includes a donation closing date. The donation closing date will be three (3) weeks after the date of request. Hardship leave applicants are not to solicit employees for donations and employees may ask the donations be kept confidential.

Employees may donate accumulated paid leave to an employee who qualifies for hardship leave. The donated paid leave shall be donated in increments of two (2) hours, and such donated leave will be credited on an hour for hour basis and credited to the paid leave account of the employee to whom it is donated as needed. Employees who receive such donated leave shall only be credited with such amounts as required to continue compensation during the period of hardship leave. Excess contributions of paid leave shall be returned to the employees who donated paid leave in the proportion of the contribution by the donating employees and the use by the hard-shipped employee.



## **ARTICLE 14. PAID LEAVE (PTO PLAN)**

### **Section 14.1. Paid Leave (PTO Plan).**

Paid leave is a period of time in which employees receive compensation but during which County assigned work and responsibility is suspended. Paid leave also provides for compensated time for employees who are absent due to personal illness, a death in the immediate family, or emergency needs due to illness of an immediate family member. Upon retirement from County employment, one hundred percent (100%) of all remaining accrued paid leave hours above 200 hours shall be reported to PERS and included as PERS subject compensation in accordance with PERS regulations. These hours shall be reported to PERS as “sick time.”

#### **A. Accrual Rates.**

Full-time employees shall accrue paid leave in accordance with the following schedule. Part-time employees shall accrue paid leave in a pro rata amount based on the number of hours compensated each month.

Months of Completed Continuous Service	Monthly Hours Accrued	Total Paid Leave Hours Accrued/Year
1-6 months	16.0 hours	96 hours
7 - 24 months	17.5 hours	210 hours/year
25 - 60 months	19.5 hours	234 hours/year
61 - 120 months	21.5 hours	258 hours/year
121 - 180 months	23.5 hours	282 hours/year
More than 180 months	25.5 hours	306 hours/year

#### **B. Probationary Period.**

Initial probationary employees shall not be eligible to take or use paid leave, except due to the illness or injury of the employee, a covered serious health condition of a member of the employee's immediate family as covered under FMLA/OFLA, or due to a death in the employee's immediate family, for the first six (6) months of continuous employment.

#### **C. Utilization.**

1. Employees requesting time off for personal reasons shall provide supervision with as much advance notice as practical and reasonable. Use of leave in excess of three (3) days, for reasons other than illness or injury, requires advance supervisory approval.
2. An employee may utilize accrued paid leave when he or she is unable to perform his or her work duties by reason of illness or injury, necessary medical or dental care, exposure to contagious disease under circumstances in which the health of the employees with whom

the employee associates or members of the public necessarily dealt with by the employee would be endangered by the attendance of the employee, or by illness in the employee's immediate family.

3. Full-time employees are required to take a minimum of forty (40) hours of paid leave in a calendar year. Part-time employees are required to take leave in an amount proportionate to FTE level.
4. Employees shall be permitted to request paid leave for vacation. Upon supervisory request, employees shall submit to their Supervisor or authorized representative their expected vacation requests no later than March 1 of each calendar year. Supervisors or authorized representatives shall approve or deny such requests based on the scheduling required for public service, the needs of an efficient operation, as well as the County's right to arrange scheduling so that each employee has an opportunity to use at some time during the calendar year the majority of the paid leave which they could accumulate in 12 months of continuous service. Vacation time shall be awarded on the basis of County seniority, provided that each employee shall be permitted to exercise their right to seniority only once annually. Such exercise of seniority shall be submitted to the Supervisor or authorized representative in writing. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

Vacation leave requests submitted after March 1 shall be submitted in writing on a form provided by the County with as much advance notice as possible. The request shall be approved or denied in writing within two (2) calendar weeks of receipt of the request using the same County form submitted by the employee. Requests that are denied shall include the reason(s) for the denial.

**D. Leave or Suspension.**

An employee shall not accumulate paid leave during any pay period in which leave without pay is in excess of three (3) days or in which any suspension without pay is in excess of three (3) days.

**E. Maximum Accumulation.**

An employee's maximum paid leave accumulation shall not exceed 800 hours.

**F. Paid Leave at Termination/Separation/Retirement.**

Probationary employees who terminate prior to completing his or her probationary period shall not be entitled to cash compensation for hours accrued. Regular employees shall be entitled to one hundred percent (100%) of the total hours accrued up to a maximum of 200 hours. All remaining hours will be reported to PERS as "sick time". In the event of death, compensation for accrued leave shall be paid in the same manner that salary due to the decedent is paid.

**Section 14.2. Accumulated 'Paid Leave Program' Hours Earned Prior to**

## **January 1, 2006.**

### **A. General**

Effective January 1, 2006 the Paid Leave Program was replaced with a leave program consisting of vacation leave and sick/personal leave, later replaced by a Paid Time Off plan effective July 1, 2010. The amount of accrued Paid Leave hours/credits as of December 31, 2005 became the amount of Paid Leave hours/credits 'frozen' into each eligible employee's account. The following options are available to employees who choose to voluntarily convert/exchange Paid Leave from their 'frozen' hours/credits:

- a. Retain and cash in upon retirement or departure as covered in Section 14.2.B (Paid Leave at Termination).
- b. Sell back on a monthly basis at 100% at 15 hours/month.
- c. Cash in all or a part of accrual, as a lump sum, at 75 cents on the dollar immediately, or at a later time.
- d. Place into a deferred compensation program, at full dollar value, not to exceed \$3500 per year.
- e. Retain and use as paid time off (including for sick/personal leave) with approval from supervision.
- f. Any combination of the above.

The Finance Office has a form available for employees to utilize for allowable Paid Leave conversion/exchange.

### **B. Paid Leave at Termination.**

1. Initial Probationary Terminations. An employee who terminates prior to completing six continuous months of her or his initial probationary period shall not be entitled to cash compensation in lieu of Paid Leave.
2. General Terminations/Layoff. Employees separated from County service, for reasons other than retirement, shall be entitled to cash compensation for one-hundred (100%) percent of the first 300 hours of his or her accrued Paid Leave. The remaining hours of Paid Leave shall not be compensated.
3. Retirement Terminations. An employee who retires is entitled to cash compensation at their then current hourly rate to a maximum of 900 hours of accrued paid leave. Employees who retire under PERS prior to age 58 shall receive cash compensation for one hundred (100%) percent of the first 300 hours of accrued paid leave, with the remainder of any accrued paid leave reduced by eight (8) percent for each year earlier than age 58, with the exception that of a PERS General Service Employee who retires with thirty (30) years of service.
4. In case of death or permanent disability, compensation for all accrued Paid Leave hours shall be paid to the employee or their heirs.

5. All compensation received by employees due to retirement shall be included as PERS subject compensation, if permitted by PERS.

## **ARTICLE 15. COMPENSATION PLAN.**

### **Section 15.1. Maintenance of Salary Table.**

The County shall maintain a salary table for the positions in the bargaining unit. The salary table shall include eight steps for each pay grade with a minimum and maximum rate and seven intermediate steps. Employees shall be compensated according to the salary table set forth in Appendix C of this Agreement. Such salary table shall cover all positions of the bargaining unit. Positions that have been prior removed shall serve as the basis for new positions that are created during the term of the Agreement should they be similar.

### **Section 15.2. Probationary Increases for New Employees.**

Probationary employees shall move up one (1) step in the pay grade after six (6) months employment.

### **Section 15.3. Proficiency Step Increases.**

Regular employees shall be eligible for a one step pay increase (not to exceed Step 8 of Appendix C) upon completion of one full working year of employment, and each full year thereafter upon their payroll anniversary date providing they receive satisfactory performance appraisals. Every employee shall receive a performance appraisal at least annually even if the employee is at the maximum rate for his or her pay grade. Employees continue to be eligible for pay step increases until they reach the top of their pay grade. Denials of the step increase shall be subject to the grievance procedure.

### **Section 15.4. Promotional Increase.**

When an employee is promoted, the employee shall move to the new salary pay grade and shall be placed at a new salary step which provides a salary increase in an amount closest to, but not less than, a two-step increase in their pre-promotion pay grade. The date of this increase shall then become the employee's payroll anniversary date.

### **Section 15.5. Reclassification Upward.**

When an employee is reclassified upward, the employee shall move to the new salary pay grade and shall be placed at a new salary step that is closest to, but not less than, the employee's salary step of their pre-reclassification pay grade. The employee's payroll anniversary date will not be reset as a result of a reclassification upward.

### **Section 15.6. Demotion.**

If an employee is demoted, the employee shall move to the new salary pay grade and shall be placed at a new salary step that provides a salary decrease in an amount equal to or greater than a two-step decrease in the employee's pre-demotion pay grade. If the decrease does not place the employee within the new salary pay grade, he or she shall move to step nine (9) of said grade. The date of this decrease shall then become the employee's payroll anniversary date.

### **Section 15.7. Reclassifications Downward.**

If an employee is reclassified downward, the employee shall move to the new salary pay grade and shall be placed at a new salary step that is closest to, but not less than, the employee's salary step of their pre-reclassification pay grade. The employee's payroll anniversary date will not be reset as a result of a reclassification downward.

### **Section 15.8. Transfer.**

Employees who transfer to different positions within the bargaining unit shall move to the new salary pay grade and shall be placed at a new salary step that is as close to but not less than their pre-transfer pay grade. The date of this transfer shall not change the employee's payroll anniversary date.

### **Section 15.9. Pay Days.**

Employees shall be paid on a biweekly pay period. Payroll checks shall be deposited electronically using direct deposit and pay stubs shall be distributed electronically.

Those employees who still want to receive a regular paycheck and pay stub will be required to fill out an opt-out form located in the Finance Department.

## Section 15.10

### . Annual Compensation Adjustments.

1. Upon expiration of this agreement, the US CPI-W formula will revert to a maximum of 4% and a minimum of 2% to serve as a starting point for bargaining successor agreements, or for rolling over the existing contract, and shall not be construed as a commitment to carry forth any provision identified in this Agreement or as a commitment to any future agreements. The parties further agree that this provision will not create an additional financial benefit or liability to either party during the term of this agreement.
2. The parties agree that a wage survey of mutually agreed upon classifications listed in Appendix B should be conducted as a part of the bargaining the successor contact. The goal of this process is to bring the positions identified and surveyed by the County and the Union, as a general rule, to within 5% of the average base salary of comparable counties. The Labor-Management Committee found in Section 27.5 will be utilized to accomplish this task and will include such activities as: development of survey criteria, determination of data usage, review of survey results, and recommendations on pay grade changes. It is recognized by the parties that increases or decreases in a position's pay grade must be jointly agreed upon, and that any dispute that arises in any part of the wage survey process is non-grievable.
3. A desk audit will be conducted on up to three (3) individual positions per fiscal year to ensure that those job descriptions are current and reflect actual work performed by the individual(s) in the position. In the event of the creation of a new position or modification of existing position, the Union has the right to bargain wages and working conditions of the position as per Article 6 section 6.3.

In order to enact this provision, the Union must notify the Human Resources Director in writing by October 1<sup>st</sup>. The audit must be completed and presented to the Union no later than February 28<sup>th</sup>. If the audit is not completed within the above timeframe, barring any extension or unforeseen events, the Union will have the right to grieve starting at Step 3 of the grievance process.

4. Effective July1, 2021 all positions identified in the wage survey as being below compensation will be increased to align with current industry standards. Employees in these positions will be advanced to the corresponding pay grade per the LOA attached to this agreement (Appendix D).
5. Compensation for bargaining unit employees in all pay grades shall reflect the (8) step Pay scale in Appendix C with a minimum of a 3.8% increase between each step and the corresponding longevity steps as described in section 15.12 a-c. Effective upon Union ratification, step one of the 8 step scale will increase by 3.8% from the previous 9 step scale.

6. The compensation for bargaining unit employees in all pay grades (Step 1 and higher) shall increase by 3%. This change will take effect on the pay period following the Union's ratification of the contract.
7. Effective July 1, 2022 the compensation for bargaining unit employees in all pay grades (Step 1 and higher) shall increase the equivalent percentage to 100% of the US CPI-W for the April to April period preceding July with a maximum of 3.5% and a minimum of 2%.
8. Effective July 1, 2023 the compensation for bargaining unit employees in all pay grades (Step 1 and higher) shall increase the equivalent percentage to 100% of the US CPI-W for the April to April period preceding July with a maximum of 4% and a minimum of 2%.

### **Section 15.11. Longevity Steps.**

- a. Upon completion of ten years continuous employment, employees will be eligible to move to step L10 and receive a 2% pay increase on their annual review date. In order to qualify, the employee must have completed at least one year at step 9 and received at least a "Competent" on their current evaluation.
- b. Upon completion of fifteen years continuous employment, employees will be eligible to move to step L15 and receive a 2% pay increase on their annual review date. In order to qualify, the employee must have completed at least one year at step L10 and received at least a "Competent" on their current evaluation.
- c. Upon completion of twenty years continuous employment, employees will be eligible to move to step L20 and receive a 2% pay increase on their annual review date. In order to qualify, the employee must have completed at least one year at step L15 and received at least a "Competent" on their current evaluation.
- d. Employees in the longevity pay scales will receive COLA's along with other wage adjustments.

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## **ARTICLE 16. DEFERRED COMPENSATION.**

### **Section 16.1. Deferred Compensation Plan.**

The County shall continue to offer a Deferred Compensation Plan under Section 457 of the Internal Revenue Code to all regular bargaining unit employees through the term of this Agreement. The County retains the right to administer the plan as set forth in this Article and retains the sole right to select the investment providers for the Plan.

### **Section 16.2. Eligibility Plan Participation.**

All full-time and part-time bargaining unit employees are eligible for the Deferred Compensation Plan. The Plan allows regular employees an opportunity to enroll in the plan at any time.

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## **ARTICLE 17. INSURANCE.**

### **Section 17.1. Employee Insurance Eligibility and Coverage.**

Insurance coverage and eligibility for participating full-time employees is outlined in this Article:

- A. Employees placed into a regular full-time position on the first day of the month: Insurance coverage begins the first day of the month following two full calendar months of employment.
- B. Employees placed into a regular full-time position after the first day of the month: Insurance coverage begins the first day of the month following completion of the month of hire plus the next full calendar month of employment.

### **Section 17.2. Life Insurance.**

The County shall contribute 100% of the cost for \$50,000 group life insurance coverage for each eligible full-time employee, and \$5,000 group life insurance coverage per eligible dependent.

Part-time employees who were employed on December 31, 2001 in a position budgeted for at least .5 FTE, and who remain continuously employed in a position budgeted for at least .5 FTE, remain eligible for the County to contribute 100% of the cost for group life insurance coverage for each eligible employee and for dependents.

### **Section 17.3. Long Term Disability Insurance.**

All regular full-time employees shall be eligible for participation in the County's long term disability insurance plan. Such coverage shall provide for 66 <sup>2</sup>/<sub>3</sub>% wage replacement following a ninety (90) day elimination period. The County shall contribute 100% of the cost for long term disability coverage for eligible employees.

### **Section 17.4. Medical, Dental and Vision Insurance.**

#### **A. Medical and Dental Insurance Eligibility.**

- 1. All regular full-time employees shall participate in the County's medical insurance plan.
- 2. Part-time employees who were employed on December 31, 2001 in a position budgeted for at least .5 FTE, and who remain enrolled and continuously employed

in a position budgeted for at least .5 FTE, shall be eligible to continue participation in the County medical and dental insurance plan. Part-time employees hired after January 1, 2002, are not eligible.

**B. Vision and Dental Insurance Eligibility.**

All regular full-time employees shall be eligible for participation in the County voluntary vision and/or dental insurance plan.

**C. Comparable Coverage.**

The County agrees to continue to make available through the term of this Agreement for each eligible employee and his or her dependents, through a carrier(s) of the County's choice, the same or comparable medical and vision insurance benefits as found in OEGB plans that were in effect on July 1, 2021. (See attached benefit overview)

**D. Contribution for Full Time Employees.**

Effective October 1, 2021 the County agrees to pay:

(\$775.00) per month for employee only,

(\$1240.00) per month for employee and spouse,

(\$1200.00) per month for employee and children, and

(1740.00) per month for family.

This monthly contribution is allocated towards the premium costs of the medical, dental and vision coverage for each eligible full time employee. Any contribution left over after paying the medical/dental/vision premium will be deposited into an HRA/HSA account. Thereafter, effective October 1<sup>st</sup>, 2022, and October 1<sup>st</sup> 2023 the cap shall be increased by the same percentage as the Medical Rate of the US CPI-W effective for the June to June period preceding each January. The US CPI-W Medical Rate to be utilized will be the CPI-W for Urban Wage Earners and Clerical Workers for the West - Size B/C (for populations less than 1,500,000) that are not seasonally adjusted. In the event the renewal date for the medical/dental/vision benefit plan changes, the effective date for the contribution increase will change in accordance.

**E. Contribution for Eligible Part-Time Employees.**

The County shall pay one-half (1/2) of the employer portion of the premium costs as outlined in 17.4 D, towards the medical insurance coverage for eligible part-time employees.

**F. Employee Opt-Out**

In the event an employee opts out of the County provided health coverage and provides proof of eligibility to do so, the County shall contribute %500.00 per month into the employees HRA/HSA account. The opt out option can only be chosen or discontinued during the open enrollment period or other qualifying lie event.

**G. Flexible Spending - Cafeteria Plan.**

Should an eligible employee's premium costs for medical, dental and vision insurance coverage exceed the then-current maximum contribution by the County, the employee shall pay such excess costs. Such employee payment may be made through a Section 125 Flexible Spending Account if the employee so chooses.

**H. ACA Accommodation**

The County shall elect to meet the ACA requirements by allotting employees who are budgeted between .75 FTE and .89 FTE during the proscribed look back period a total contribution of \$330 per month to be used toward OEBC plan 7 employee only (or equivalent if that plan is no longer available). This contribution shall commence starting 10/01/2021. If during the term of this agreement, the ACA is repealed and/or replaced, employees will continue to receive the above mentioned amount for purchase of insurance, until the end of this agreement, however article 17.4 H shall sunset at the conclusion of this agreement.

## **ARTICLE 18. RETIREMENT.**

### **Section 18.1. PERS Participation.**

AFSCME members will become members of the Oregon Public Employees Retirement Systems (PERS) as set forth under the Oregon PERS guidelines. Eligibility and participation criteria in the Oregon PERS program, Individual Account Program (IAP), or the Oregon Public Service Retirement Plan (OPSRP) is set by PERS and is not optional.

### **Section 18.2. PERS Pick Up Requirement.**

Effective January 1, 1995 the participants in PERS shall be required to pay an employee contribution of six percent (6%) of their gross wages to the Individual Account Program (IAP). All contributions to OPSRP and IAP shall be made pursuant to Article IX, Section 10 of the Oregon Constitution and such contribution shall be deemed "pick up" for purposes of Section 414(h) of the Internal Revenue Code. No bargaining unit employee shall have the option of receiving the money and directly making the contribution.

### **Section 18.3. Retiree Benefits.**

Employees, or spouses of employees, who retire from the County may elect to continue their group health insurance coverage at their own expense until they reach Medicare eligibility or until premium payments are discontinued by the retiree.

## **ARTICLE 19. FLEXIBLE SPENDING PROGRAMS.**

### **Section 19.1. Section 125 Plans (Flexible Spending Accounts).**

The County shall make available and administer according to law and regulation Section 125 Plans (also known as Flexible Spending Accounts). For so long as such plans exist, all employees who are employed in a regular .5 FTE or greater position in the bargaining unit shall be eligible for participation in the County Medical Reimbursement Plan and the Dependent Care Assistance Plan. Participation shall be available to employees in the first full month of employment following completion of their probationary period. The County shall make no contributions to the accounts

established by the employees under the provisions of these plans. Contributions made by employees shall be voluntary, and in accordance with the plans developed by the County as provided by the Internal Revenue Code. The plan design developed by the County includes a provision requiring employees to contribute a minimum of \$ 25.00 per month in order to participate.

## **ARTICLE 20. MILEAGE AND TRAVEL EXPENSES.**

### **Section 20.1. County Travel.**

Payment of expenses for official travel on behalf of the County shall be subject to the prior approval of the County and based upon the current County Travel Policy. Travel time in conjunction with training or County business is considered time worked.

## **ARTICLE 21. UNIFORMS AND PROTECTIVE CLOTHING.**

### **Section 21.1. Uniforms and Equipment.**

Any uniform, safety clothing, or equipment required to be worn or used by employees shall be furnished and maintained by the County. The County shall provide suitable apparel for employees working with materials that will soil clothing beyond normal home laundry capabilities.

### **Section 21.2. Tools.**

The County shall provide tools for the performance of assigned duties. Such tools shall remain the property of the County, and shall not be taken off County premises by employees without authorization, nor used by employees for personal use.

## **ARTICLE 22. SENIORITY.**

### **Section 22.1. Seniority.**

For purposes of this Agreement, except where otherwise stated, seniority shall be an employee's length of continuous service with the County since the employee's most recent date of hire into a bargaining unit position.

The parties agree that the interest of the public and goals of non-discrimination are best served by procedures which recognize merit, experience, and qualification in matters of promotion, transfer, filling of vacancies, layoff and recall. When merit and qualifications are equal, seniority shall determine the employee selected.

- A. County seniority described in this Article shall accrue based on total months of service within the bargaining unit.
- B. Seniority shall be terminated by voluntary resignation, discharge or retirement.
- C. No seniority shall accrue during any leave without pay that exceeds thirty (30) calendar days in length, nor shall seniority accrue for any time spent in County employment outside of the bargaining unit.

In the event of tied seniority, cumulative time spent working for the County as a County employee outside the bargaining unit shall first be used to break the tie. To prevent equal seniority, employees or their union representatives, will flip a coin as a tie-breaking procedure. The results of this 'coin flip' will then be utilized whenever there is a need to differentiate seniority between employees hired on the same date and who have retained the same date of hire.

## **ARTICLE 23. LAYOFF AND RECALL**

### **Section 23.1. Notice of Layoff and Employee Response.**

- A. In the event of a notice of layoff to employees, the Union shall concurrently receive a copy of the notification, a current seniority list, and when available, the names of affected employees.
- B. Except in unusual circumstances, employees shall normally be given at least two (2) weeks notice of layoff. Employees who are bumped shall be provided with as much notice as possible.

- C. Upon notification of layoff, employees shall have two (2) business days to provide written notification to the Human Resources Office of intent to exercise the bumping rights set forth in this Article.

### **Section 23.2. Order of Layoff.**

In the event of a layoff, the order of layoff shall be as follows:

- A. Volunteers shall first be sought from employees in affected positions. A form produced by the Human Resources Office shall be signed by the employee documenting their volunteering for layoff and/or voluntarily waiving their bumping rights and acceptance of layoff. The County shall report the employee's separation from the County as a layoff when this information is provided to organizations outside the County.
- B. The County shall review position(s) being affected by the layoff and determine if there are any temporary County employees working in the affected position(s) that may reasonably be removed in order to lessen the effect of the layoff on bargaining unit positions. The County shall review the determination with the Union upon request.
- C. Employees who have not completed their probationary period shall be laid off first. Those laid off probationary period employees shall be placed on the recall list.

### **Section 23.3. Bumping Procedure.**

A regular employee may bump a less senior regular employee using County seniority provided he or she possesses the qualifications, performance record, aptitude, and ability to perform the work equal to those of the employee to be bumped. If deemed necessary, the County/Department may administer a skills test to see if the employee meets basic requirements. A regular employee may not bump or be recalled into a position with a higher pay grade or higher FTE level unless the employee has previously been laid off from such a position within the past twenty-four (24) months. A listing of positions and position series can be found in Appendix A. Bumping will proceed in the following order, so long as the step implemented is the one most economically beneficial to the bumping employee.

1. The employee may bump an employee in the same position within the same Department, starting first with the employee's assigned Program; or
2. The employee may bump an employee in an equivalent or lower position in the same position series as the employee's present position within the same Department, starting first with the employee's assigned Program; or
3. The employee may bump an employee in a position he or she previously held within the same Department, starting first with the employee's assigned Program, provided that the

position is in an equivalent or lower pay grade (unless the employee has previously been laid off from a position with a higher pay grade within the past twenty-four (24) months) and the employee completed probation in that position; or

4. The employee may bump an employee in another Department in the same position, provided the employee possesses the qualifications, performance record, aptitude, and ability to perform the work; or
5. The employee may bump an employee in another Department in an equivalent or lower position in the same position series as the employee's present position, provided the employee possesses the qualifications, performance record, aptitude, and ability to perform the work; or
6. The employee may bump an employee in another Department in a position he or she previously held, provided the employee possesses the qualifications, performance record, aptitude, and ability to perform the work, and provided the position is in an equivalent or lower pay grade (unless the employee has previously been laid off from a position with a higher pay grade within the past twenty-four (24) months) and the employee completed probation in that position.
7. In the event there are multiple positions at the same pay range that the bumping employee would qualify to bump into, the employee with the least seniority shall be bumped.

In the event these steps create circular displacement, or chains of displacement, the County shall use the step that provides pay equal to the one the employee would have attained if the employee had bumped at the first step available and that is the least disruptive to employees as a whole and most respectful to County seniority.

The County shall assign positions and position series within each Department as listed in Appendix A. The County will notify the Union of any changes it intends to make in Appendix A and/or Appendix B, and upon timely request from the Union, will meet to review any questions regarding the proposed changes. Upon agreeing or reaching impasse in such discussions, the County will implement the changes. In the event of a change in the County's organization of Departmental structures during the term of this Agreement, the County shall meet with the Union to ensure that displacement rights are not lost.

#### **Section 23.4. Other Forms of Displacement.**

If a regular employee is unable to bump into a different position in accordance with this Article, the employee shall have the right to: 1) Fill a vacant position of the same or lower pay grade, provided he or she possesses the qualifications, performance record, aptitude, and ability to perform the work, and provided he or she possesses the minimum qualifications as defined in the job description; 2) Displace a probationary employee, provided he or she possesses the qualifications, performance record, aptitude, and ability to perform the work, and provided he or



she possesses the minimum qualifications as defined in the job description; 3) Be considered for open County positions for which the employee is qualified that are outside of the bargaining unit.

### **Section 23.5. Review for Exercise of Bumping Rights.**

The Human Resources Director shall determine the bumping employee's qualifications, performance record, aptitude, and ability to perform the work through discussions with the applicable Supervisor, and a meeting with the employee. The qualifications of the position shall be no greater than current hiring requirements. Such qualifications shall be provided to the Union upon request. The employee shall be notified of the right to have a representative of his or her choosing present. An employee who requests to bump may decide to waive those bumping rights after finding out more information about a specific job. A form produced by the Human Resources Office and signed by the employee shall document this waiver process. If there is a disagreement over the County not allowing an employee to exercise bumping rights, the Human Resources Director shall document this disagreement.

### **Section 23.6. Compensation After Bumping.**

There shall be no probationary step increase or change in the employee's payroll anniversary date after exercising bumping rights. When displacing another employee, the bumping employee's salary shall be at the step in the new pay grade which is closest to, but does not exceed, the employee's wage in the previous position on the effective date of layoff (unless the employee is returned to a position with a higher pay grade that the employee has previously been laid off from within the past twenty-four (24) months).

### **Section 23.7. Recall Procedures.**

- A. Eligibility to be recalled from layoff and employment shall terminate after fourteen (14) months. Employees shall be recalled from layoff based on seniority in the following order:
1. Employees shall be recalled to the position from which they were laid off starting within the employee's Department; or,
  2. Employees shall be recalled to other positions within the position series from which they were laid off starting with the employee's Department and then other Departments, provided the employee possesses the qualifications, performance record, aptitude, and ability to perform the work; or
  3. Employees shall be recalled to other positions the employee previously held, provided the employee completed probation in that position starting with the employee's Department and then other Departments, and provided the employee possesses the qualifications, performance record, aptitude, and ability to perform the work.

4. Employees shall be recalled from layoff into vacant County positions not previously held provided: 1) The employee possesses the qualifications, performance record, aptitude, ability to perform the work, and the ability to meet the minimum requirements for the position as defined in the job description; and 2) The employee specifies in writing to the Human Resources Office, within thirty (30) days of the date of layoff, the position(s) they want to be considered for recall.
- B. Employees on layoff who have been offered recall, and who have voluntarily refused such recall, shall be removed from the recall list and their employment shall be terminated. A form provided by the Human Resources Office signed by the employee shall document this recall refusal.
  - C. When necessary, the Human Resources Director shall determine the recalled employee's qualifications, performance record, aptitude, and ability to perform the work through discussions with the applicable Supervisor and a meeting with the employee. The employee shall be notified of the right to have a representative of his or her choosing present. If there is a disagreement over the County not allowing the employee to exercise recall rights, the Human Resources Director shall document this disagreement.
  - D. After finding out more information about a specific job(s), a recalled employee may decide their overall qualifications, aptitude and ability are not compatible with the requirements of the job and may request to remain on the County recall list rather than pursue recall to the available position. Authorization to remain on layoff status, and return to the recall list after declining recall, must be mutually agreed upon. A form produced by the Human Resources Office and signed by the employee shall document this process.
  - E. Laid off employees shall report to work on the date specified in the notice of recall, such date shall be not less than fourteen (14) days from the date of the notice unless mutually agreed upon.

### **Section 23.8. Registration While on Layoff.**

Employees on layoff who have left employment with the County must register in person or by mail with the County Human Resources Office, signifying their availability for recall, by providing their current address and telephone number, at least once every ninety (90) calendar days, or within ten (10) days of any change in their address or telephone number, during the period of layoff. Failure to so register, or to respond within five (5) working days after delivery or attempted delivery of a notice of recall to the last address on file with the County, shall terminate such employee's recall rights, seniority and employment. This registration requirement shall not apply to employees still working for the County that desire to exercise their recall rights.

### **Section 23.9. Accruals and Benefits.**

- A. Employees shall not accrue seniority and benefits during layoff.
- B. Upon recall to a bargaining unit position, recalled employees shall be entitled to restoration of their seniority in effect on the date of layoff and will begin accruing additional seniority on their return to work date.
- C. Upon recall to a bargaining unit position, recalled employees shall have all leave accruals not paid out upon layoff restored. A recalled employee must comply with PERS requirements in order to reinstate their prior status under the retirement plan.

### **Section 23.10. Bumping From Outside Bargaining Unit.**

In the event of a layoff of a County employee who is working outside of the bargaining unit, that employee will have bumping rights into the bargaining unit provided the employee has not been working outside the bargaining unit for more than fourteen (14) months.

### **Section 23.11. Trial Service Period**

When an employee bumps, displaces, recalls, or moves into a vacant position, or a position not previously held, pursuant to this Article, the employee shall serve a trial service period of six (6) months. If the employee fails to satisfactorily complete the trial service period, the employee shall be returned to their prior held layoff status. This action shall not discredit the employee's employment record if the action is taken for non-disciplinary reasons.

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## **ARTICLE 24. DISCIPLINE AND DISMISSAL.**

### **Section 24.1. Just Cause**

A regular employee shall not receive any form of disciplinary action up to and including discharge without just cause. Disciplinary action is defined as, but is not limited to a verbal warning, written warning, suspension, salary reduction, demotion, or dismissal.

'Just Cause' is defined herein as all seven of the following being met:

- There was forewarning or foreknowledge of the probable consequences of conduct;
- The rule(s) and/or order(s) was/were reasonably related to the employee's job;
- An investigation was conducted;
- The investigation was conducted fairly and objectively;
- The investigation resulted in substantial evidence affirming the allegation;
- The County provided equal treatment in similar situations; and
- The penalty is reasonable given the seriousness of the allegation and employee's record.

Employees shall receive timely discipline, appropriate to the offense and, when appropriate, progressive in nature.

### **Section 24.2. Process and General Policy.**

The intent of discipline is to bring conduct or performance of an employee to expected levels. Generally, employee conduct and/or performance can be resolved and corrected with a brief discussion of the issues between the supervisor and the employee. Supervisors shall consider this approach when the circumstances warrant. Other avenues of corrective action, that are not considered disciplinary, include Employee Counseling and Letters of Instruction, etc. Work Improvement Plans may be used at any stage of corrective action, pre-disciplinary action, or disciplinary action.

If a Supervisor has reason to discipline an employee, the Supervisor shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee. Any disciplinary action or measure imposed upon a regular employee may be processed as a grievance through the procedure as provided under the Grievance Procedure Article of this Agreement.

### **Section 24.3. Representation.**

Upon request, an employee will be permitted to have a representative present at any conference he or she reasonably believes will lead to disciplinary action.

## **Section 24.4. Investigation Report.**

The investigative report, findings, response from the employee and any addendum information constitute the completed investigative report and shall become the basis for disciplinary action. The report shall be provided to the employee, or their representative, upon request.

## **ARTICLE 25. GRIEVANCE PROCEDURE.**

### **Section 25.1. Policy.**

It is the policy of the County to encourage open and frank communications between its employees, supervisors and managers regarding employment problems and concerns, and to seek resolution of such concerns on a direct, person-to-person basis without the need for involving other employees or outsiders. By approaching employment problems and concerns in a positive way rather than as adversaries, such matters should normally be readily resolved between the employee and his or her supervisor. However, in the event an employee believes the County has violated a term of this Agreement and, after reviewing the matter with his or her supervisor, is unable to informally resolve that issue, the following formalized procedure shall be available to the employee to allow that claim (grievance) to be progressively considered as fairly and rapidly as possible. To further encourage positive communication and grievance resolution, the Union shall schedule the Human Resources Director and/or designee to attend the Union's Executive Board meeting when a grievance is on their regular agenda for discussion where a decision is expected to be made.

### **Section 25.2. Grievance Procedure.**

A grievance is a dispute regarding the application, meaning or interpretation of a particular clause of the Agreement or an alleged violation of this Agreement. A grievant is a bargaining unit employee, a Union Steward, or a bargaining unit representative, who is alleging a violation of the Agreement or misapplication or misinterpretation of the Agreement and who has formally or informally notified the County as set forth in this Article.

At the initial step of the procedure set forth below, the grievance shall set forth, in writing, the nature of the grievance and the circumstances out of which it arose, the date of the occurrence of the alleged violation, the section or sections of the Agreement relied upon and or claimed to have been violated and the remedy or correction sought. At each step in the grievance procedure the Union shall send document copies to the Human Resources Office. Any or all time limits specified in this grievance procedure may be waived by mutual consent of the parties. With mutual agreement, both parties can choose to bypass Steps 1 and/or 2 of the grievance procedure. A

grievance shall start at Step 2 if the employee's immediate supervisor is the Elected Official, Director or Manager. A grievance may be terminated at any time upon receipt of a signed statement from the Union that the matter has been resolved. A grievance shall be considered to have been presented or forwarded within the time limits so long as the mailing of such action was within the time limits specified.

- Step 1: After having reviewed the matter verbally with his or her immediate supervisor, if the employee believes a formal grievance is necessary, then he or she shall file a written statement of the grievance with his or her immediate supervisor and the Human Resources Office within twenty-one (21) calendar days from the occurrence or from the date when the employee reasonably should have had knowledge thereof. The supervisor shall respond to the grievance in writing with a copy to the Human Resources Office no later than fourteen (14) calendar days after the grievance is received. For disciplinary grievances, when the supervisor's decision is rendered, or the fourteen (14) calendar days has expired, the supervisor shall forward all documents relied on to make their decision to the Human Resources Office to be included in the official grievance file.
- Step 2: If the grievance remains unresolved after the receipt of the immediate Supervisor's reply, or if fourteen (14) calendar days have passed from the date when the grievance was submitted to the supervisor, the employee shall, within fourteen (14) calendar days, submit a written notice to the Elected Official, Director or Manager. The Elected Official, Director or Manager shall have a meeting with the appropriate parties (including the Human Resources Director or designee, and Union Business Representative or designee, Grievant and any other person(s) deemed necessary for the proper resolution of the matter) to discuss the dispute and, after the meeting, shall respond to the employee within fourteen (14) calendar days of receiving the Step 2 grievance.
- Step 3: If the grievance remains unresolved, the Union may submit the matter to the Board of County Commissioners within fourteen (14) calendar days after the meeting is held, or if no meeting is held, then fourteen (14) calendar days after the response by the Elected Official, Director, or Manager. Once the grievance is submitted to the Board of Commissioners parties shall proceed in the following manner:
- (1) Within fourteen (14) calendar days of submission to the Board of County Commissioners, the written position of the parties shall be submitted to the Board. The parties may also request and shall be granted time to present oral testimony from witnesses to the Board.
  - (2) Upon submission of the written positions of the parties, and supplemental testimony given, the Board may affirm, modify or reverse the action or decision which is the subject of the grievance by written findings and order. The Board shall render its decision within fourteen (14) calendar days from the date of the last written submission.

Step 4: Mediation: If the grievance remains unresolved after receipt of the response by the Board of County Commissioners, or if fourteen (14) calendar days have passed from the date when the last written submission was received by the Board, the Union shall, within fourteen (14) calendar days, submit the grievance to the Employment Relations Board for mediation, or to a mutually acceptable mediator. The cost of the mediator shall be shared by both parties. With mutual agreement, both parties can choose to bypass the mediation step of the grievance procedure.

Step 5: Arbitration: Notwithstanding the Mediation Step of this grievance procedure, and in the interest of a timely resolution to the dispute, if the grievance remains unresolved fourteen (14) calendar days after receipt of the response by the Board of County Commissioners, or if fourteen (14) calendar days from the date when the last written submission was received by the Board has passed, the Union may submit the matter to an arbitrator in the following manner:

1. A list of seven (7) arbitrators referred by the State of Oregon Employment Relations Board shall be requested, and the parties shall alternately strike from the list until only one is left. The Union shall strike the first name. The selection process shall be completed within five (5) calendar days from receipt of the list if possible.
2. The arbitrator shall render a decision no later than thirty (30) calendar days after the conclusion of the final hearing. The decision of the arbitrator shall be final and binding on all parties.

The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of the Agreement, but shall be limited to consideration of whether the decision by the Board of County Commissioners was arbitrary or unreasonable under the terms of the Collective Bargaining Agreement.

3. The cost of the arbitrator shall be borne by the losing party. Each party shall be responsible for costs of presenting its own case to arbitration.

### **Section 25.3. County Response.**

If the County does not respond to a grievance within the specified time limit for the Step, the grievance shall be deemed denied and may be appealed to the next Step within the applicable time limits. If a grievance is not presented or appealed to the next Step within the specified time limit, it shall be considered waived. The time limit at any Step may be extended by mutual agreement of the County and the employee or the Union.

#### **Section 25.4. Appearance at Grievance Hearings.**

Employees who appear as grievant(s) or witnesses at a grievance hearing, or arbitration, as provided for in Section 25.2, shall be compensated at their regular rate of pay for all time spent traveling to, from and during such appearance, provided such time spent is during the employee's regular work hours.

### **ARTICLE 26. STRIKES**

#### **AND LOCKOUTS.**

#### **Section 26.1. No Strikes.**

During the term of this Agreement, the Union and its members, as individuals or as a group, shall not initiate, cause, permit, participate or join in any strike, work stoppage, slowdown, or picketing, or any other restriction of or interference with work, which is directed at the County, its officials, representatives or employees. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established by the Union or by any other labor organization when called upon to cross such picket line in the line of duty. Disciplinary action, including discharge, may be taken by the County against any employee or employees engaging in a violation of this Article, and such action shall not be subject to review, except on the question of whether the employee engaged in the alleged conduct.

#### **Section 26.2. Union Response.**

In the event of a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of or interference with work in any form, either on the basis of individual choice or collective employee conduct, the Union shall immediately, upon notification from the County, attempt to secure an immediate and orderly return to work. This obligation and the obligations set forth above shall not be affected or limited by the subject matter involved in the dispute giving rise to the stoppage.

#### **Section 26.3. Juvenile Justice Detention Workers.**

Employees assigned to perform work in the Juvenile Justice Detention unit are considered “guards” within the meaning of ORS 243.736 and thus prohibited from striking. Josephine County and AFSCME have historically included Juvenile Justice detention workers in the AFSCME unit



with the understanding that AFSCME is strike-permitted. Parties agree to continue to include these employees in the AFSCME bargaining unit as non-strikeable employees subject to applicable strike-prohibited requirements under PECBA. All other AFSCME bargaining unit employees shall remain strike-permitted, and shall be subject to applicable strike-permitted requirements under PECBA.

#### **Section 26.4. No Lockouts.**

There shall be no lockout of employees in the bargaining unit by the County during the term of this Agreement

### **ARTICLE 27. GENERAL PROVISIONS.**

#### **Section 27.1. Future Rules.**

The parties jointly recognize that the elected officials of the County are directly responsible to the citizens of the County and to the public for the performance of the functions and services performed by the County. It is jointly recognized that the County must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of oral or written work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement, provided that the requirements of Federal law and Oregon law shall always be paramount. All such work rules which have been or shall hereafter be reduced to writing shall be posted within the affected departments for a period of ten (10) consecutive workdays and shall be provided to the Union. In the event the Union considers such a work rule to be inconsistent with a specific provision of this Agreement, or otherwise wishes to discuss the rule, it shall so notify the County within the ten (10) days posting period. In such event, the rule shall be discussed between the County and the Union. If after such discussion the Union still feels the rule is in violation of this Agreement but the County does not agree, the Union may submit its claim pursuant to the procedures set forth in –the Grievance Procedure Article of this Agreement, provided it makes such submission within twenty one (21) calendar days of the discussion between the County and the Union.

#### **Section 27.2. Captions.**

The use of section or paragraph headings throughout this Agreement is intended for easy reference only and shall not be construed to enlarge on, limit, diminish, or in any way modify the terms or conditions thereof.

### **Section 27.3. Funding.**

The parties recognize that revenue needed to fund the wages and benefits provided by this Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue and annual budget approval. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to passage of such budget request pursuant to established budget procedures, or as to any level of employment within the bargaining unit.

### **Section 27.4. Safety Committee.**

The County shall maintain a County-wide Safety Committee in compliance with Oregon law. Such Safety Committee shall be composed of equal representation from labor and management of the County. The employee representatives from this Union shall be employees of the County and their number shall correspond proportionately to their percentage of the non-management work force of the County. Employee representatives may be selected by the County to serve on the County-wide Safety Committee. The County shall notify the Union when the composition of the committee changes. If the County selects a representative the Union deems unacceptable, that representative shall serve until the Union appoints a replacement and notifies the County of the change. Said replacement shall be from the same work location should the County deem it necessary.

### **Section 27.5. Labor-Management Committee.**

- A. The parties agree to establish a joint Labor-Management Committee to discuss ongoing labor-management issues and to provide input to the County on matters of mutual interest which would serve constructive purposes, including, but not limited to, increased productivity, employee morale, and mutual problem solving.
- B. The Committee shall consist of an equal number of participants, not to exceed five (5) on each side. One of the Union's representatives shall be its Staff Representative with the remaining members designated by the Union. One of the County's representatives shall be its Human Resources Director with the remaining members being Elected Officials, Directors, or Managers.
- C. The Committee shall meet at least once each quarter, or at such other times as may be mutually agreed. The time, date, and place shall be mutually agreed upon by the parties. The topics for discussion shall be exchanged at least fourteen (14) days prior to any meeting, unless waived by mutual agreement, and either party may refuse to discuss any matter.

### **Section 27.6. Nepotism.**

Nepotism is prohibited in accordance with applicable law and as defined by County policy. The County shall make reasonable attempts to identify alternatives for employment when taking action to avoid nepotism.

### **Section 27.7. Training.**

When an employee is required by the County to take work-related training, the employee shall be paid for such training. Tuition, registration, travel time and related costs for such required training shall be borne by the County.

## **ARTICLE 28. SAVINGS CLAUSE.**

Should any of the provisions of this Agreement be found by an administrative agency or a court of competent jurisdiction to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Negotiations shall be opened within thirty (30) days after receipt of an action which nullified any terms of this Agreement. Such negotiations will be confined to the particular matter affected.

## **ARTICLE 29. USE OF VOLUNTEERS AND TRAINEE WORKERS.**

### **Section 29.1. Policy.**

The County and the Union mutually recognize the important role of volunteers in government service. Volunteer support and work provides the strongest and most positive affirmation of a government "by the people".

### **Section 29.2. Volunteers.**

The County shall continue to utilize volunteers as per past practice. When necessary for reasons of meeting the service needs of the public and for reasons of economy the County may use volunteers to serve County functions as needed.

### **Section 29.3. Agency Trainee Worker Placements.**

The Union and the County in partnership encourage the placement of Job Council, SPARC, Green Leaf, VISTA, JOBS and other employment program sponsored trainee workers in order to advance training, job reintegration, and increase public employment productivity through these placements. The Union concurs with such placements so long as these trainee workers sponsored by other agencies do not displace or replace bargaining unit employees. The County shall notify the Union within ten (10) days of any such placements.


## **ARTICLE 30. TERM AND TERMINATION.**


- A. This Agreement shall be in effect from July 1, 2021, to June 30, 2024, unless automatically renewed under paragraph B of this section.
- B. This Agreement, upon expiration of its term, shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than one hundred fifty (150) days prior to the expiration or subsequent anniversary date that it wishes to modify this Agreement for any reason. In such event, the Agreement shall terminate upon the next expiration or anniversary date.
- C. By written mutual consent, the provisions of this Agreement may continue during the process of negotiations for a successor agreement.


## **ARTICLE 31. EMPLOYEE LEGAL DEFENSE.**

Per ORS 30.285 and ORS 30.287, should a bargaining unit employee have a civil action, suit or proceeding filing against them, the employee may file a written request for counsel with the governing body of the public body. The governing body shall thereupon engage counsel to appear and defend the employee of agent unless after investigation it is determined that the claim of demand does not arise out of an alleged act or omission occurring in the performance of duty, or that the act or omission complained of amounted to malfeasance in office or willful or wanton neglect of duty, in which case the governing body shall reject defense of the claim.


**FOR THE UNION:**

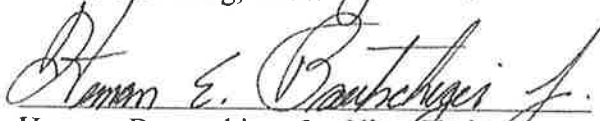
  
Frank Mertus, Union President

  
Debbie Foster, Chief Steward

  
Rodney McCambridge, AFSCME  
Representative

**FOR THE COUNTY:**

  
Daniel DeYoung, Chair

  
Herman Baertschiger Jr., Vice Chair

  
Darin Fowler, Commissioner

DATE: 7.14.2021

## **APPENDIX A**

### **POSITION SERIES**

Accounting Specialist - A10  
Accounting Technician - A12

Building Safety Permit Tech I - A12  
Building Safety Permit Tech II - A14

Department Assistant – A8  
Department Specialist - A10  
Administrative Secretary - A11  
Senior Department Specialist - A12  
Office Manager - A13

Engineering Tech II - A14  
Engineering Tech III - A16  
Engineering Tech IV - A18

Fairgrounds Maintenance Worker I – A9  
Fairgrounds Maintenance Worker II - A11  
Fairgrounds Maintenance Lead - A13

Forestry Tech I - A13  
Forestry Tech II - A14

Juvenile Probation Officer I - A17  
Juvenile Probation Officer II - A18  
Juvenile Probation Officer III - A19

Group Life Coordinator I - A14  
Group Life Coordinator II - A15  
Group Life Coordinator Lead - A16

Network Administrator I – A20  
Network Administrator II - A22

Assistant Park Ranger – A10  
Park Ranger - A12  
Sr Park Ranger - A13

Assistant Planner - A15  
Associate Planner - A17  
Associate Planner II - A19

Property Appraiser I - A15  
Property Appraiser II - A17  
Property Appraiser III - A19

Public Health Nurse – A22

Nurse Forensic Investigator - A24

Transit Operator – A12

Transit Operator/Assistant – A13

Veterans Service Officer I – A11

Veterans Service Officer II – A13

Veterans Service Officer Lead – A15

Victims Assistant Specialist I - A12

Victims Assistant Specialist II - A13



## APPENDIX B

### POSITION PAY GRADES

<u>Active Position</u>	<u>Pay Grade</u>
Accounting Specialist	A10
Accounting Technician	A12
Administrative Secretary	A11
Airport Grounds Worker	A10
Alcohol/Drug Counselor	A16
Animal Control Officer	A15
Animal Shelter Tech	A11
Assistant Park Ranger	A10
Assistant Planner	A15
Associate Planner	A17
Associate Planner II	A19
Building Maintenance Assistant	A10
Building Maintenance Worker I	A12
Building Maintenance Worker II	A14
Building Maintenance Worker III	A16
Building Safety Permit Tech I	A12
Building Safety Permit Tech II	A14
Cartographer/GIS Technician I	A14
Cartographer/GIS Technician II	A16
Child Advocate Specialist	A16
Child Forensic Interviewer Specialist	A17
Code Enforcement Administrator	A16
Commercial Plans Examiner	A22
Communications Technician	A18
Community Corrections Case Specialist	A14
Community Corrections Case Specialist Led	A16
Community Outreach Coordinator	A14
County Purchasing Coordinator	A14
Court Mediator	A21
Custodian	A8
Data Gatherer	A10
Department Assistant	A08
Department Specialist	A10
Deputy Treasurer III	A13
Development Analyst	A18
Dispatcher - Transit	A14
Emergency Preparedness Coordinator	A17
Engineering Tech II	A14
Engineering Tech III	A16
Engineering Tech IV	A18
Environmental Health Specialist I	A16
Environmental Health Specialist II	A17
Environmental Health Specialist III	A18
Event Coordinator	A10
Fairgrounds Department Specialist	A10
Fairgrounds Maintenance Worker I	A9
Fairgrounds Maintenance Worker II	A11

Food Services Specialist	A11
Forestry Tech I	A13
Forestry Tech II	A14
GIS Coordinator	A21
Grant Writer	A16
Grant-Contract Accountant	A16
Group Life Coordinator I	A14
Group Life Coordinator II	A15
Group Life Coordinator Lead	A16
Healthy Start Community Health Worker	A13
Juvenile A&D Counselor	A17
Juvenile A&D Counselor	A17
Juvenile A&D Counselor II	A18
Juvenile A&D Counselor III	A19
Juvenile Justice School Outreach Officer	A16
Juvenile Justice School Outreach Officer Lead	A18
Juvenile Probation Officer I	A17
Juvenile Probation Officer II	A18
Juvenile Probation Officer III	A19
Landscape Specialist	A12
Legal Secretary	A12
Marketing and Outreach Specialist	A14
Multi-Certified Building Inspector	A20
Natural Resource Specialist I	A18
Natural Resource Specialist II	A20
Natural Resource Specialist III	A22
Network Administrator I	A20
Network Administrator II	A22
Office Manager	A13
Parks and Recreation Coordinator	A12
Park Ranger	A12
Parks and Recreation Specialist	A10
Park and Recreation Field Support	A10
Parts Room Specialist	A11
Personal Property Technician	A11
Planning Specialist	A12
Plans Examiner	A18
Prevention Outreach Coordinator	A16
Project Manager	A16
Property Appraiser I	A15
Property Appraiser II	A17
Property Appraiser III	A19
Property Data Analyst	A17
Public Health Nurse	A22
Public Health Program Specialist	A12
Public Works Inspector	A17
Public Works Engineering Support Specialist	A12
Purchasing Warehouse Coordinator	A11
Recording & Elections Specialist I	A12
Recording & Elections Specialist II	A13
Senior Department Specialist	A12
Senior Development Analyst	A20
Social Services Facilitator	A18
Solid Waste Specialist	A17
Solid Waste Specialist Lead	A19

Survey tech I	A12
Surveyor Technician II	A15
System Administrator	A20
System Support Specialist	A16
Title Examiner	A11
Transit Operator	A12
Transit Operator/Asst	A13
Transportation Planner	A19
Treatment Services Counselor I	A17
Treatment Services Counselor II	A18
Treatment Services Counselor Lead	A19
Veterans Service Officer I	A12
Veterans Service Officer II	A13
Veterans Service Officer Lead	A15
Victims Assistant Specialist I	A10
Victims Assistant Specialist II	A13
WIC Certifier/Public Health Assistant	A12
WIC/Breastfeeding Peer Counselor	A12
Work Crew Coordinator I	A12
Youth Residential Program Ed Coord	A17

## Appendix D

**LETTER OF AGREEMENT  
BETWEEN  
JOSEPHINE COUNTY  
AND  
AFSCME COUNCIL 75, LOCAL 3694**

This Letter of Agreement is made between AFSCME Council 75, Local 3694, and Josephine County effective upon signing.

WHEREAS, it is necessary to qualify how changes to the salary table in the collective bargaining agreement dated 07/01/21-06/30/24 will be implemented,

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. Based on a market analysis, the employees listed below shall be moved to the designated new salary range. Movement into the new range shall follow standard practice per Article 15.5. This will result in a minimum of 1.6% increase.

<b>Position</b>	<b>Old Range</b>	<b>New Range</b>	<b>Position</b>	<b>Old Range</b>	<b>New Range</b>
Plans Examiner	A18	A19	Development Analyst	A17	A18
Transit Operator	A11	A12	Sr. Development Analyst	A19	A20
Transit Operator Assistant	A12	A13.	Network Admin I	A19	A20
Communications Tech	A17	A18	System Administrator	A19	A20
Food Service Specialist	A10	A11	Network Admin II	A20	A22
Work Crew Coordinator	A12	A13	Assistant Park Ranger	A9	A10
Dispatcher/Scheduler	A13	A14	Child Forensic Interviewer	A16	A17
GLC 1	A13	A14	Juv PO 1	A16	A17
GLC 2	A14	A15	Juv PO 2	A17	A18
GLC 3	A16	A17	Juv PO 3	A18	A19
Social Services Facilitator	A18	A19	Assistant Planner	A14	A15
GIS Coordinator	A20	A21	Youth Ed Coordinator	A16	A17
Treatment Counselor I	A16	A17	Juv A&D Counselor 1	A16	A17
Treatment Counselor 2	A17	A18	Juv A&D Counselor 2	A17	A18
Treatment Counselor Lead	A18	A19	Juv A&D Counselor 3	A19	A20
GLC Lead	A17	A18			

2. Due to increase of minimum wage, employees occupying salary range A 07 will be moved to salary range A08 to align with Oregon’s minimum wage. Employees will retain their current step.
3. All department Assistant, Department Specialist, Senior Department Specialist, Accounting

Specialist and Accounting Tech positions will have their job description and duties reviewed within 120 days of the signing of the contract and if warranted will be placed in the new pay range at their current step.

**FOR THE UNION:**

**FOR THE COUNTY:**

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AFSCME Salary Table Appendix C Effective 07/01/2021											COLA 3% Steps 3.84%	
GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	L10	L15	L20
A08	Mo	\$2,373.56	\$2,515.97	\$2,612.59	\$2,712.91	\$2,817.09	\$2,925.26	\$3,037.59	\$3,154.24	\$3,217.32	\$3,281.67	\$3,347.30
	Hr	\$13.69	\$14.52	\$15.07	\$15.65	\$16.25	\$16.88	\$17.52	\$18.20	\$18.56	\$18.93	\$19.31
A09	Mo	\$2,509.59	\$2,660.17	\$2,762.32	\$2,868.39	\$2,978.53	\$3,092.91	\$3,211.68	\$3,335.01	\$3,401.71	\$3,469.74	\$3,539.14
	Hr	\$14.48	\$15.35	\$15.94	\$16.55	\$17.18	\$17.84	\$18.53	\$19.24	\$19.63	\$20.02	\$20.42
A10	Mo	\$2,657.44	\$2,816.89	\$2,925.05	\$3,037.38	\$3,154.01	\$3,275.13	\$3,400.89	\$3,531.49	\$3,602.12	\$3,674.16	\$3,747.64
	Hr	\$15.33	\$16.25	\$16.88	\$17.52	\$18.20	\$18.89	\$19.62	\$20.37	\$20.78	\$21.20	\$21.62
A11	Mo	\$2,814.90	\$2,983.79	\$3,098.37	\$3,217.35	\$3,340.90	\$3,469.19	\$3,602.40	\$3,740.73	\$3,815.55	\$3,891.86	\$3,969.70
	Hr	\$16.24	\$17.21	\$17.88	\$18.56	\$19.27	\$20.01	\$20.78	\$21.58	\$22.01	\$22.45	\$22.90
A12	Mo	\$2,979.48	\$3,158.25	\$3,279.53	\$3,405.46	\$3,536.23	\$3,672.02	\$3,813.03	\$3,959.45	\$4,038.63	\$4,119.41	\$4,201.80
	Hr	\$17.19	\$18.22	\$18.92	\$19.65	\$20.40	\$21.18	\$22.00	\$22.84	\$23.30	\$23.77	\$24.24
A13	Mo	\$3,148.86	\$3,337.79	\$3,465.96	\$3,599.06	\$3,737.26	\$3,880.77	\$4,029.79	\$4,184.54	\$4,268.23	\$4,353.59	\$4,440.66
	Hr	\$18.17	\$19.26	\$20.00	\$20.76	\$21.56	\$22.39	\$23.25	\$24.14	\$24.62	\$25.12	\$25.62
A14	Mo	\$3,327.50	\$3,527.15	\$3,662.59	\$3,803.24	\$3,949.28	\$4,100.93	\$4,258.41	\$4,421.93	\$4,510.37	\$4,600.58	\$4,692.59
	Hr	\$19.20	\$20.35	\$21.13	\$21.94	\$22.78	\$23.66	\$24.57	\$25.51	\$26.02	\$26.54	\$27.07
A15	Mo	\$3,512.50	\$3,723.25	\$3,866.22	\$4,014.69	\$4,168.85	\$4,328.93	\$4,495.16	\$4,667.78	\$4,761.13	\$4,856.36	\$4,953.48
	Hr	\$20.26	\$21.48	\$22.31	\$23.16	\$24.05	\$24.97	\$25.93	\$26.93	\$27.47	\$28.02	\$28.58

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP L10	STEP L15	STEP L20
A16	Mo	\$3,711.84	\$3,934.55	\$4,085.64	\$4,242.53	\$4,405.44	\$4,574.61	\$4,750.27	\$4,932.68	\$5,031.34	\$5,131.96	\$5,234.60
	Hr	\$21.41	\$22.70	\$23.57	\$24.48	\$25.42	\$26.39	\$27.41	\$28.46	\$29.03	\$29.61	\$30.20
A17	Mo	\$3,919.38	\$4,154.54	\$4,314.08	\$4,479.74	\$4,651.76	\$4,830.39	\$5,015.87	\$5,208.48	\$5,312.65	\$5,418.91	\$5,527.28
	Hr	\$22.61	\$23.97	\$24.89	\$25.84	\$26.84	\$27.87	\$28.94	\$30.05	\$30.65	\$31.26	\$31.89
A18	Mo	\$4,138.82	\$4,387.15	\$4,555.62	\$4,730.55	\$4,912.20	\$5,100.83	\$5,296.71	\$5,500.10	\$5,610.10	\$5,722.30	\$5,836.75
	Hr	\$23.88	\$25.31	\$26.28	\$27.29	\$28.34	\$29.43	\$30.56	\$31.73	\$32.37	\$33.01	\$33.67
A19	Mo	\$4,367.86	\$4,629.93	\$4,807.72	\$4,992.34	\$5,184.04	\$5,383.11	\$5,589.82	\$5,804.47	\$5,920.56	\$6,038.97	\$6,159.75
	Hr	\$25.20	\$26.71	\$27.74	\$28.80	\$29.91	\$31.06	\$32.25	\$33.49	\$34.16	\$34.84	\$35.54
A20	Mo	\$4,608.78	\$4,885.31	\$5,072.90	\$5,267.70	\$5,469.98	\$5,680.03	\$5,898.14	\$6,124.63	\$6,247.12	\$6,372.07	\$6,499.51
	Hr	\$26.59	\$28.18	\$29.27	\$30.39	\$31.56	\$32.77	\$34.03	\$35.33	\$36.04	\$36.76	\$37.50
A21	Mo	\$4,859.27	\$5,150.83	\$5,348.62	\$5,554.00	\$5,767.28	\$5,988.74	\$6,218.71	\$6,457.51	\$6,586.66	\$6,718.39	\$6,852.76
	Hr	\$28.03	\$29.72	\$30.86	\$32.04	\$33.27	\$34.55	\$35.88	\$37.25	\$38.00	\$38.76	\$39.54
A22	Mo	\$5,126.43	\$5,434.02	\$5,642.68	\$5,859.36	\$6,084.36	\$6,318.00	\$6,560.61	\$6,812.54	\$6,948.79	\$7,087.77	\$7,229.52
	Hr	\$29.58	\$31.35	\$32.55	\$33.80	\$35.10	\$36.45	\$37.85	\$39.30	\$40.09	\$40.89	\$41.71
A23	Mo	\$5,407.90	\$5,732.37	\$5,952.50	\$6,181.07	\$6,418.43	\$6,664.89	\$6,920.83	\$7,186.59	\$7,330.32	\$7,476.92	\$7,626.46
	Hr	\$31.20	\$33.07	\$34.34	\$35.66	\$37.03	\$38.45	\$39.93	\$41.46	\$42.29	\$43.14	\$44.00
A24	Mo	\$5,703.68	\$6,045.90	\$6,278.06	\$6,519.14	\$6,769.48	\$7,029.42	\$7,299.35	\$7,579.65	\$7,731.24	\$7,885.87	\$8,043.58
	Hr	\$32.91	\$34.88	\$36.22	\$37.61	\$39.05	\$40.55	\$42.11	\$43.73	\$44.60	\$45.50	\$46.41
A25	Mo	\$5,939.07	\$6,295.41	\$6,537.16	\$6,788.18	\$7,048.85	\$7,319.53	\$7,600.60	\$7,892.46	\$8,050.31	\$8,211.32	\$8,375.54
	Hr	\$34.26	\$36.32	\$37.71	\$39.16	\$40.67	\$42.23	\$43.85	\$45.53	\$46.44	\$47.37	\$48.32