

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COOS COUNTY

and

AFSCME LOCAL 2936

COURTHOUSE

July 1, 2023 – June 30, 2025

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## PREAMBLE

This Agreement is entered into by Coos County, a political subdivision of the State of Oregon, hereinafter referred to as the County, and Local Union No. 2936, of the American Federation of State, County and Municipal Employees, Counsel 75, AFL-CIO, hereinafter referred to as the Union.

This document represents the full agreement between the County and the Union. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment.

## ARTICLE 1 - RECOGNITION

Section 1. The County recognizes the Union as the bargaining agent with respect to employment relations for all regular full-time and regular part-time employees set forth in Appendix A.

The employees in the recognized bargaining unit described above shall be covered by the terms of this Agreement only when such employees are working in classifications contained in this Agreement. This Agreement is not intended to cover any other employee classification not specifically referred to in the prior paragraph, including supervisory, managerial, temporary, seasonal or confidential employees. Nothing in this Agreement shall be construed to prohibit supervisors or other employees from doing work customarily performed by employees in this bargaining unit.

### Section 2. New Positions.

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the County establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the County shall notify the Union in writing seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the County in writing within fourteen (14) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter

becomes closed. If notice of the disagreement is received within the fourteen (14) day period, the parties shall meet within fourteen (14) days of the notification of disagreement to discuss the matter. If an agreement is not reached within thirty (30) days of the notification of disagreement, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30) day period, the matter shall be considered resolved.

## **ARTICLE 2 - DEFINITIONS**

“Anniversary Date” is defined, for all employees who were hired or promoted prior to and including the 15th day of the month, as the first day of the month in which the employee was hired or promoted. For all employees who were hired or promoted after the 15th day of the month, their anniversary date shall be the 1st day of the following month.

“Days” is defined as calendar days unless otherwise specified herein.

"Employees" are defined as members of the bargaining unit covered by this recognition clause and by this Agreement.

“Family member” For the purposes of serious health condition leave or sick child leave, family member is defined as spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, step parent, parent-in-law, parent of same-gender domestic partner, grandparent or grandchild of the employee, or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster or stepchild of an employee or the child of an employee's same-gender domestic partner. For the purposes of OFLA, an employee's child in any of these categories may be either a minor or an adult at the time serious health condition leave or leave under ORS 659.159(1)(e) is taken.

"Probationary employee" is defined as a regular full-time or regular part-time employee who, when initially hired, serves a probationary period subject to the terms set forth in Article 16, Section 4.

"Promotional probationary employee" is defined as a regular full-time or part-time employee who, following promotion, receives an increase in pay and shall serve a six (6) month probationary period subject to the terms set forth in Article 16, Section 4. Their anniversary date shall be amended to one year from the date of promotion; however, their probationary term in the new position shall be for six (6) months.

"Reclassified employee" is defined as a regular full-time or part-time employee who is reclassified from one position to another position without an increase in compensation. Reclassified employees are not subject to promotional probationary status and their anniversary date shall not be affected by reclassification.

"Regular full-time employee" is defined as an employee who is regularly scheduled to work forty (40) hours per week for at least six (6) consecutive months.

"Regular part-time employee" is defined as an employee who is regularly scheduled to work more than ten (10) hours, but less than forty (40) hours, per week for at least six (6) consecutive months.

"Relief position" is defined as a position staffed by non-bargaining unit members working to cover temporary vacancies during the hiring process, or to cover leaves of absence or absences due to training of bargaining unit members. Persons covering relief positions are not included within the bargaining unit. The County also retains the ability to use non-bargaining unit members to provide temporary higher staffing levels in situations defined as emergencies.

"Temporary employee" is defined as an employee hired for a specific period of time not exceeding one thousand forty (1040) straight time hours in a calendar year.

“Temporary layoff” is defined as a reduction in number of employees that is not expected by the County to last longer than ninety (90) days. In the event a temporary layoff lasts longer than ninety (90) days, any affected employee may elect to have the layoff treated as a regular layoff under the terms of this Agreement.

### **ARTICLE 3 - RIGHTS OF PARTIES**

Section 1. Obligations of the Parties. Both parties agree not to act in an arbitrary or capricious manner in the application and interpretation of the terms of this Agreement.

Section 2. Management Rights. The County retains all customary and usual rights, prerogatives, functions and authority connected with its responsibility to manage the affairs of the County. The parties agree that matters not specifically contained in the body of this Agreement are reserved as County rights.

### **ARTICLE 4 - UNION SECURITY AND CHECK-OFF**

Section 1. Employees covered by the Agreement shall have the right to pay dues as a means to participate in their Union through application to the Union. Application and resignation of membership shall be handled solely by the Union.

Section 2. The County agrees that representatives of the Union, whether local union representative, Council representatives, or International Union Representatives, shall have access to the premises of the County to conduct Union business.

Section 3. Upon a new hire’s acceptance of an offer of employment to any bargaining unit position, the County will provide the Union with notice of the new employee’s name, official start date, end date of their probationary period, reporting location (work site), job title, work email, work number (cell and desk), work schedule/shift, home address, home phone(cell), personal email, and date of birth.

Section 4. Within fourteen (14) days of employment, new employees and a Union steward or designee will be granted thirty (30) minutes of paid time for introductions and welcome to the new employee. Within thirty (30) days of employment a Union steward or designee and the new employee will be granted an additional

thirty (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 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, 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. When travel is necessary to conduct the formal NEO travel time shall be considered duty time.

Section 5. PEOPLE Voluntary Contribution. The Employer agrees to deduct on a monthly basis from the payroll checks of employees covered by this Agreement who so request in writing voluntary contributions to the Union's PEOPLE fund. The Union agrees to indemnify and hold harmless the Employer from any loss or damages arising from the operation of this paragraph.

#### Section 6. Dues check off

During the life of this Agreement, the Union will notify the County periodically of individuals who have become members of the Union. The Union shall notify the County of the current rate of dues and other authorized deductions in a timely manner, which will enable the County to make necessary payroll deductions as specified. The County shall deduct from the monthly paycheck of employees in the bargaining unit who have authorized deductions, the specific amount for payment to AFSCME Council 75. The County agrees to remit the aggregate deductions together with an itemized statement to AFSCME Council 75, by the first day succeeding month after such deductions are made. The itemized statement will be provided electronically in an MS Excel, comma-separated value, date interchange format symbolic link format, tab delimited or space delimited file; and shall include: The employee name, employee identification number or other unique identifier, date of birth, regular hourly wage, wages earned during the relevant period, the pay period dates from which the dues are being withheld, the amount of dues forwarded on behalf of the employee, the amount of any retroactive dues withheld and the pay period for which they were withheld form.

An electronic file listing new authorization or changes in authorizations for employees Union Deductions will be submitted by the Union to the County electronically by close of business on the business day immediately preceding the twentieth (20) of each month. The County agrees that payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

The County agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized Union deductions as provided for electronically by the Union. This audit shall take place at least quarterly or as mutually agreed upon in writing by both parties.

Section 7. If the County acts in compliance with the provisions of this Article, the Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of this Article.

Section 8. PEOPLE Voluntary Contribution.

Section 9. For the purpose of allowing the Union to facilitate a meeting with a newly hired employee, the County will notify the Union of all new employee hires within ten (10) working days of their hiring date. The Union will be allowed 30 minutes to meet with the employee(s) on work time for this presentation.

## **ARTICLE 5 - HOURS OF WORK**

Section 1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for a lunch period.

Section 2. Work Week. The basic work week shall consist of seven (7) consecutive days starting at 12:01 AM Sunday and ending the following Saturday at midnight.

Section 3. Work Day. Eight (8) or ten (10) hours of work, except for a lunch period interruption, shall constitute a work day. All employees shall be scheduled to work on a regular work schedule, with regular starting and quitting times and places, unless mutually agreed upon by the Union and the County. Behavioral



Health's Mobile Response Team members shall work under the Agreement entitled Scheduling and Employment Agreement for Mobile Response Team Employees.

Section 4. Work Schedules. A regular work schedule shall consist of five (5) consecutive days of eight (8) hours work followed by two (2) days off, or four (4) consecutive days of ten (10) hours work followed by three (3) days off, or a flexible schedule. Consistent with the best interest of providing adequate and effective service and operating requirements, all employees will work according to the written work schedule established between the supervisor and the employee. Work schedules not established between the supervisor and the employee shall be assigned by the supervisor. If it is necessary that an employee's schedule be changed, the supervisor and employee shall consult together before altering the work schedule. Requested changes from the established work schedule can be denied for operating requirements. Except for situations classified by the supervisor as emergencies, where an employee is on a flexible schedule, or by mutual agreement, normal work schedules shall not be changed unless fourteen (14) days' notice is provided to the employee affected and to the Union by email and voicemail. Temporary changes in work schedules necessary to meet statutory requirements concerning the conduct of elections, the preparation of tax rolls and statements and the completion of in-field survey duties shall not be considered as other than normal, and call-in premiums will not apply. However, overtime and shift differential paid premiums shall apply per definition in "Wages" of this Agreement. During the summer months (May-September) Park Rangers may be asked to work a modified work schedule. The employee will be scheduled to work either Sunday through Thursday or Tuesday through Saturday.

Section 5. Rest Period. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Employees who, for any reason, work beyond their regular quitting time into the next shift may request, and shall receive if requested, a fifteen (15) minute rest period before they start work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one (1) hour. In addition, they shall be granted the regular rest periods during each additional shift. Rest periods that are not taken during a given shift shall not be accumulated or result in additional pay. Rest periods shall be scheduled in a

manner which would not interrupt the efficient operation of the department, office, activity or crew. The rest period shall not be taken at the beginning or end of a work period or combined with a meal period.

Section 6. Meal Periods. County employees shall receive one (1) hour unpaid meal period during each work shift lasting six (6) hours or more. Whenever possible, meal periods shall be scheduled at the middle of the shift. A shorter meal period may be allowed, if by mutual written agreement between the employee and employer the time deleted from the meal period is given to the employee at the end of that working day.

Section 7. Clean-Up Time. County employees shall be granted clean-up time when needed. In such cases, the County shall provide the required facilities for the employees' clean-up, and shall arrange work schedules so that employees may take advantage of the provision when needed.

Section 8. Flexible Schedules.

It is recognized by the parties that certain positions work irregular hours in the performance of their duties

It is also recognized that employees may be called upon to respond to caseload needs or work-related emergencies outside of their established work schedules. In such circumstances, the employee shall respond immediately and take appropriate action. The employee shall consult with his/her supervisor at an appropriate time for the rescheduling of work hours. It is agreed that time worked in excess of 40 hours per week may be flexed hour for hour. Requests to flex the time must be approved in advance by the supervisor and will not be unreasonably denied. Every effort will be made to flex the time in the same work week, but no later than the following month. Should work priorities not permit the rescheduling of work hours within the following month, the County will cash out such time at the employee's overtime rate as provided for in Article 11. It is recognized that for purposes of effectuating the flextime arrangements in this agreement, the parties agree to enter a valid "1040 plan" pursuant to 29 USC §207(b).

It is also recognized that Coos Health & Wellness staff are called upon to respond to caseload needs or work-related emergencies outside of their established work schedules. It is agreed that said employees are on a variable work schedule, consistent with providing the best clinical outcomes. Juvenile Justice employees may be

required to work hours beyond their normal work day when transporting youth to and from detention, medical appointments, or other court mandated meetings. In such cases, this would be considered Flex Time.

It is also recognized that the Planning Department does not have a budget for overtime hours, and issues arise when a Planning Department employee is unable to use flexed hours in the time frame prescribed. Therefore, Planning Department employees are permitted to use flexed hours beyond the required time frame upon obtaining prior approval from his/her supervisor. Requests to use flex hours will not be unreasonably denied. The County will not cash out such time at the employee's overtime rate.

Section 9. Emergency Phone Tree Testing

Notwithstanding the foregoing, emergency phone tree testing is permitted without the accrual of overtime or flex hours. Emergency phone tree testing shall not occur more than two (2) times per fiscal year, and each testing shall not require in excess of fifteen (15) minutes of work by each employee. Employees shall not be responsible for initiating testing.

Section 10. Inclement Weather / and Other Unforeseen Delays or Closures

A. It is the Policy of Coos County that facilities shall strive to remain open even during inclement weather conditions. Some County employees will need to be or remain at work even in inclement weather, to perform essential County services. Those staffing decisions will be made by individual departments and offices at the Department Head/Elected Official, or Director level. If the Board of Commissioners or their designee determines that a hazardous condition exists for the employees to have safe and reasonable travel to and from the employees work location resulting in either delayed opening or early closures, employees will be paid at their regular rate of hourly pay for the hours of the delay or the full day if the County or their department remains closed. Employees already scheduled on approved leave during the closure event shall continue to utilize their scheduled accrual.

B. Should the County remain open during a weather event, but an individual is unable to safely report to work due to the conditions at their place of residence or an employee wishes to leave early in order to arrive home safely, the employee is encouraged to discuss the issue with their supervisor. In these cases, employees

may use leave from any leave bank of their choice to make up hours, If an employee does not have any leave in which to draw from, they may make arrangements with their direct supervisor on how they can make up the time or choose to be placed on leave without pay (LWOP) status for that time.

C. If the normal route of travel from the employee's residence is closed by a government entity and no other safe route is available the employee will note that on their time sheet and refer to Section B of this article.

Section 11. Mobile Response Team

Behavioral Health's Mobile Response Team members shall work under the Agreement titled Scheduling and Employment for Mobile Response Team attached as an appendix to this CBA.

**ARTICLE 6 - HOLIDAYS**

Section 1. Holidays. The following days shall be recognized and observed as paid holidays:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	VETERANS' DAY
PRESIDENT'S DAY	THANKSGIVING DAY
MEMORIAL DAY	DAY AFTER THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

Paid holidays declared by the Governor shall be limited to holidays declared for the purpose of State or National celebration or mourning.

After completion of the probationary period, and upon notification by the supervisor or manager that a performance evaluation recommending the passing of probation has been completed, two floating holidays will be granted to regular full-time employee(s). Employees with fifteen (15) years of service with the County are eligible for one (1) additional floating holiday. The floating holidays must be taken each fiscal year and will not be cumulative. If an employee commences work with the County after the 14<sup>th</sup> of the month, only days worked shall count towards the 80 hours worked rule to qualify for holiday pay.

Section 2. Holiday Pay. Regular full-time employees will be paid holiday pay for each of the holidays listed in Section 1 at their regular rate of pay and hours. In order to be eligible for holiday pay, an employee must work the scheduled day before and the scheduled day after such holiday or be on approved paid leave, and have worked or been on paid leave no less than eighty (80) hours in the calendar month of the holiday. The employee shall be paid for holiday pay at their regular rate of pay and hours when on paid leave, provided that the employee returns to work at the end of such leave. Paid holidays for regular part time employees shall be prorated in such a manner that the holiday time given to part time employees will be proportional to holiday time given a full time employee for the month in which the holiday falls. In determining the amount of holiday pay to be received, full time employees will be considered to work 173.33 hours per month, and regular part time employees a fractional portion thereof. For example, if an employee regularly works an 8-hour day, their holiday pay shall be 8 hours. If an employee regularly works a 10-hour day, their holiday pay shall be 10 hours.

Section 3. Weekend Holidays. If a holiday shall fall on an employee's scheduled day off, whenever possible, as determined by the department head, the nearest succeeding or preceding work day shall be observed as the holiday. If the Department is unable to schedule the holiday in this manner, then it shall be observed on a day mutually agreeable to the employee and the Department.

Section 4. Holiday During Leave. Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

Section 5. Holiday Work. If an employee works on any holiday listed above, the employee shall be paid or granted compensatory time in addition to the employee's holiday pay.

- (a) For the first eight (8) hours, time and one half for all hours worked;
- (b) For all hours in excess of eight (8) hours, double time for all hours worked.

## **ARTICLE 7 - SICK LEAVE**

Section 1. Accrual. Employees shall accrue sick leave at the regular rates of pay, and at the rate of eight (8) hours per month and pro-rated for regular part time employees. It is understood that sick leave is a benefit granted

employees for use in the event of conditions covered in Section 3 of "Sick Leave" for employees or members of their family. New hires may utilize accrued sick leave after their 91<sup>st</sup> day of employment. Newly hired regular full time employees hired on or before the 14<sup>th</sup> of the month shall accrue 8 hours of sick leave for that month. Newly hired regular full time employees hired on or after the 15<sup>th</sup> of the month shall accrue 4 hours of sick time for that month, and 8 hours per month thereafter. All newly hired part time employees shall receive their prorated portion of sick time regardless of the time of month they are hired. Sick leave, if taken by new hires prior to their eligibility start date, shall be leave without pay.

Section 2. Maximum Accrual and Payment. An employee may accumulate an unlimited amount of sick leave. Sick leave is provided by the County solely in the nature of insurance against loss of income due to the reasons covered in Section 3 of this article. No compensation for accrued sick leave shall be provided for any employee for any other purpose, except as provided herein. Upon termination of the employee for any reason, (excluding punitive dismissal), or death, and the employee has completed one (1) continuous year of service, twenty-five (25) percent of up to nine hundred-sixty hours (960) of accumulated unused sick leave credit shall be paid, at the employee's current salary rate, either to the employee, or in the event of their death, to their estate, upon completion of their probationary period. In order to be eligible for sick leave accrual, an employee must have worked or been on paid leave no less than eighty (80) hours in the month. The employee shall accrue sick leave when on paid leave, provided that the employee returns to work at the end of such leave.

Section 3. Scope. Sick leave may be used when an employee is ill or injured, for medical or dental checkups, when a family member of the employee as defined in Article 2 – "Family member" is ill or injured or for any other reason permitted under Oregon's Sick Time Act. Sick leave may be authorized by the County when relatives outside the definition of "family member" are seriously ill or injured, if the County finds that such compassionate leave is appropriate. The County agrees to follow State and Federal laws regarding the concurrent use of sick leave for family and medical leave.

Section 4. Utilization. An employee requiring use of their sick leave shall give notice to their supervisor or department head at the first available time, including in such notice a summary description of the difficulty

(i.e., such as flu or a cold, etc.) and a prediction of the amount of leave it is anticipated is necessary for recuperation or otherwise. An employee may be required to furnish satisfactory evidence of illness, consistent with state and federal law.

Section 5. Sick Leave Abuse. There is no presumption of sick leave abuse, and it is presumed that employees in the bargaining unit will always endeavor to maintain the highest standards of personal and official integrity.

Section 6. Transfer of Sick Leave. Employees who have exhausted their sick and vacation leave benefits may request sick leave from other County employees if they require extended time off for illness or injury. Employees who have not completed one continuous year of service are not eligible for transfer of sick leave.

Contributions of sick leave shall be limited as follows: Only employees with one (1) year's service who have accumulated more than two hundred forty (240) hours of sick leave may make contributions, and no employee may contribute more than forty (40) hours per year to any other employee. No employee can receive more than two hundred forty (240) hours of contributed sick leave in any one calendar year.

## **ARTICLE 8 - VACATION LEAVE**

Section 1. Accrual. Employees shall accrue vacation leave at the rates provided on the following schedule of continuous service:

(a) Less than five (5) continuous full years of service, eight (8) hours paid vacation leave for each month of service cumulative to a maximum of one hundred ninety-two (192) hours. Probationary employees shall accrue vacation leave, but shall not be eligible to use said vacation leave until completion of six (6) months of work.

(b) Five (5) continuous years, but less than ten (10) continuous years of service, ten (10) hours for each month of service cumulative to maximum of two-hundred forty (240) hours.

(c) Ten (10) continuous years, but less than fifteen (15) continuous years of service, twelve (12) hours for each month of service cumulative to a maximum of two-hundred eighty-eight (288) hours.

(d) Fifteen (15) or more continuous years of service, but less than twenty (20) continuous years of service, fourteen (14) hours for each month of service, cumulative to a maximum of three hundred thirty-six (336) hours.

(e) Twenty (20) continuous years or more, sixteen (16) hours paid vacation leave for each month of service, cumulative to a maximum of three hundred eighty-four (384) hours.

Employees shall not accumulate vacation days in excess of the amounts indicated in paragraphs a, b, c, d and e. On a monthly basis, employees will be informed of their vacation accrual balances in writing. Whenever it appears that an employee will lose vacation credit because of accrual limitations, the employee and department head shall arrange for a mutually convenient time for vacation time to be taken prior to the time that such vacation time would be lost.

Vacation time exceeding the maximum amount to be accrued shall be allowed upon approval by the Department Head when operational requirements within the department prevent the employee from taking vacation to keep their balance below the maximum. Vacation time which is allowed to be accumulated in excess of the cap shall be taken at a mutually agreeable time within the month following the time it is earned.

Vacation shall be prorated for part-time employees.

All newly hired regular full time employees hired on or before the 14<sup>th</sup> of the month shall accrue 8 hours vacation leave for that month. Newly hired regular full time employees hired on or after the 15<sup>th</sup> of the month shall accrue 4 hours vacation time for that month, and 8 hours per month thereafter. Part time employees shall have their vacation accruals pro-rated accordingly. All regular full time employees terminating employment on or before the 15<sup>th</sup> of the month shall only accrue 50% of their vacation time for the month.

#### Section 2. Vacation Accrual During Leave and After Layoff.

All authorized leave taken as a part of the employee's continuous service shall be counted for the purpose of determining the employee's accrual rate. The employee shall accrue vacation leave when on paid leave, provided that the employee returns to work at the end of such leave. In order to be eligible for vacation accrual, an employee must have worked or been on paid leave no less than eighty (80) hours in the month.



Prior service of employees returning from lay off status shall be counted for the purpose of determining the employee's accrual rate, but the time during layoff shall not be counted.

Section 3. Vacation Times. Employees shall be permitted to choose either split or entire vacation periods, and shall take not less than five (5) working days annually. Whenever practicable, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to establish lists showing the vacation periods chosen by individual employees. Seniority shall prevail in the event of conflict between employees over choice of vacation dates, but each employee shall be permitted to exercise their right of seniority only once annually.

Section 4. Termination or Death. In the event of the termination of an employee for any reason, or of their death, all accumulated vacation credits shall be paid at the employee's current salary rate either to the employee or to their heirs. An employee who is terminated prior to the completion of six (6) months of service, or who dies before the completion of such services, shall not be eligible for vacation pay.

## **ARTICLE 9 - OTHER LEAVES**

Section 1. Leave of Absence. After an employee has exhausted all accrued paid leaves, a leave of absence without pay for a limited period, not to exceed six (6) months, may be granted by the Board of Commissioners for any reason which the Board deems to be reasonable, and such leaves may, at the discretion of the Board, be renewed or extended for any period. Such leaves shall not be approved for any employee who is accepting other employment, except as otherwise provided in this article.

All unpaid leaves of absence for longer than two (2) weeks will result in an adjustment of the employee's eligibility for salary step adjustment. (Example: If an employee is on unpaid leave for two (2) months and his/her anniversary date is March 1, it will be adjusted forward to May 1). Likewise, benefits shall not continue to accrue to an employee on unpaid leave for longer than two (2) weeks except as required by state or federal law, but neither shall said employee lose any benefits already accrued prior to commencement of the leave.

Section 2. Jury Duty; Miscellaneous Duties. An employee shall be granted a leave of absence with pay for:

(a) Service on one (1) jury term in any consecutive twenty-four (24) calendar month period, provided that the salary paid to the employee for the period of absence shall be reduced by the amount of money received as statutory juror's fees, not including amounts received as expenses which are authorized by statute. For any period during the term of the jury when the Employee has been excused by the court from service as a juror, the Employee will report immediately to their immediate supervisor and shall be considered available for working during that period.

(b) Attendance in court in connection with an employee's officially assigned duties, including the time going to the court and returning to their headquarters; provided that the salary paid to him shall be reduced by an amount equal to any compensation he may receive as statutory or expert witness fees not including amounts received as expenses which are authorized by statute.

(c) Other authorized duties in connection with County business.

(d) Regular salary shall be allowed to those employees who are unable to report for their regular duties because of natural disasters beyond their control; or because they are needed to work for the safety of their family or to prevent property damage; or to help with rescue work to save life and property; said policy to be effective only when the Board of County Commissioners has determined that an actual emergency exists, and upon approval of the employee's department head.

Section 3. Bereavement Leave. Bereavement leave will be granted as required under the Oregon Family Leave Act (OFLA). In the event of a death of an employee's family member, an employee shall be entitled to forty (40) hours of paid bereavement leave to be used concurrently with leave required under OFLA. An employee may ask for bereavement leave to be extended up to one hundred and twelve (112) hours total utilizing their accruals, or if the employee does not have sufficient accruals, the employee may take leave without pay.

It shall be the duty of the employee to notify the employee's supervisor or the department head of a pending absence and its approximate duration.

For bereavement leave, Family member is defined as spouse, same sex domestic partner, child (biological, adopted, foster, stepchild, or otherwise) parent, parent-in-law, grandparent, grandchild, or same-sex domestic partner's parent or child, sister, brother, legal dependents that live in the employee's household, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or grandchild.

Section 4. Military Leave. (1) Military leave, alternative service and Peace Corps leave shall be granted as required by Oregon Revised Statutes and Federal law. Employees may use accrued vacation and compensatory time for official military leave in excess of the employer-paid time provided by statute.

Section 5. Union Leave. The County shall provide a total of two hundred forty (240) hours per year unpaid leave to be distributed by the Union amongst its members for Union business (conventions, conferences, training, etc.), provided that use of this leave shall be approved by the Human Resources Director in writing and not interfere with the efficient operation of the County.

Section 6. Family Medical Leave. Family Medical leave of absence shall be as required by relevant State and Federal statutes and County Personnel Policies and Procedures. An employee must use accrued sick, vacation and compensatory time during such leave consistent with the County Personnel Policies and Procedures. Leave in excess of that allowed by statute may be granted by the County.

## **ARTICLE 10 - SEVERANCE PAY**

Section 1. Severance Pay. Any employee who has completed one (1) full year of service with the County, and who shall be laid off, as a result of causes other than temporary layoff, punitive dismissal, retirement or resignation, shall receive one of the following:

- (a) Two (2) weeks notice and one (1) full weeks pay; or
- (b) In the event that the employee is not given two (2) weeks notice, he shall receive two (2) full weeks pay.

Such severance pay shall be in addition to any other accrued pay to which the employee is entitled. As a condition of severance, an employee must be willing to enter a separation agreement releasing the County from any and all claims or liability that might have otherwise arisen out of the employment relationship.

## **ARTICLE 11 - INSURANCE**

### Section 1. Health Insurance.

The County agrees to provide coverage in the following areas:

- (a) employee and dependents health insurance
- (b) employee and dependents optical
- (c) employee and dependents prescription drug
- (d) employee and dependents dental

The parties agree that any contribution required by an employee will be deducted from the employee's paycheck.

The Union is currently covered by health, optical, prescription drug, and dental insurance options under the Oregon Educators Benefits Board (OEBB). The Union agrees that it will remain covered by OEBB for a period of six years from the date of the signing of the Amendment to AFSCME Collective Bargaining Agreement dated June 7, 2022. This obligation shall survive the expiration of this Collective Bargaining Agreement.

Effective July 1, 2023 (June qualifying hours), the County's contribution towards health, insurance per eligible employee shall remain as follows until the end of the current OEBB plan year:

Employee Only - \$800

Employee and Spouse - \$1,500

Employee and Children - \$1,350

Employee and Family - \$1,950

Effective October 1, 2023 (September qualifying hours), the County's contribution towards health insurance per eligible employee shall increase or decrease in each contribution category in proportion to the

percentage increase or decrease in the total OEGB premium for health, optical, prescription drug, and dental insurance.

Effective October 1, 2024 (September qualifying hours), the County's contribution towards health insurance per eligible employee shall increase or decrease in each contribution category in proportion to the percentage increase or decrease in the total OEGB premium for health, optical, prescription drug, and dental insurance.

In the event an employee opts out of the County provided health coverage and is able to provide proof of eligibility to do so, the County shall contribute \$500 per month as a benefit, less applicable taxes and withholdings. The opt out option can only be chosen or discontinued during the open enrollment period or other qualifying life event. The County reserves the right to request proof of other health coverage annually.

Qualified employees opting out of OEGB health coverage may elect dental or vision coverage through OEGB providers at their own expense, under plans the County participates in.

This provision shall apply to all regular full time and regular part time employees who are on paid status for eighty (80) hours or more per month.

Section 2. Life, Indemnity and Long-Term Disability Insurance. The County agrees to provide indemnity, long term disability and life insurance consistent with the levels provided prior to the execution of this Agreement.

Section 3. Eligibility. All regular full-time and regular part-time employees who are on paid status for eighty (80) or more hours per month shall be eligible for health insurance the first of the following month. All newly hired employees must work 80 hours in the first month for health insurance to commence the following month. Days off, unpaid holidays, and leave without pay do not qualify as working hours..

For the purpose of this agreement, "paid status" includes hours worked (excluding overtime) and hours the employee was away from work on approved paid leave.

Section 4. 125 Plan. The County will establish and maintain a Section 125 plan for all bargaining unit employees covered by this agreement.

Section 5. The County will establish an insurance committee with the assistance of the Union to examine insurance options and make recommendations to the Board of Commissioners as to insurance plans and cost sharing.

## **ARTICLE 12 - WAGES**

Section 1. Wages. Effective January 1, 2008, the County shall pick up the six percent (6%) employee contribution to PERS or OPSRP whichever is appropriate.

1. Wages shall be as set forth in Exhibit A, attached hereto and incorporated by reference herein, and will be increased by four percent (4%) over previous rates of pay at all steps effective July 1, 2023.
2. Wages shall be increased by 3% and no greater than 4% based on the annual CPI Western Region December 2023 over previous rates of pay at all steps effective July 1, 2024.
3. Effective July 1, 2023 Legal Secretary II shall move to paygrade 413. Legal Secretary III shall move to paygrade 416. Chief Support Enforcement Agent shall move to paygrade 418. The Legal Secretary III position under Support Enforcement shall be retitled Support Enforcement Agent and shall move to paygrade 416.
4. If any employees move to a different classification than their classification as of July 1, 2023, the other terms and conditions of this Agreement will govern anniversary dates, seniority dates, probation status, and rates of pay.
5. All other current employees will remain at their then-current rate of pay but will be re-categorized at the Step in Exhibit A corresponding to the rate of pay closest to, but not less than, their then-current rate of pay. Upon receipt of their next merit step increase, said employees will be paid at the rate associated with their new step as reflected in Exhibit A.

6. Except as stated in subsection 2 above, anniversary dates will not be changed for any employees by this Section 1 of Article 12, and modification of any employee's step pursuant to this Section 1 of Article 12 shall not impact said employee's seniority or probation status.

Section 2. Pay Periods. Salaries and wages of employees shall be paid on a monthly basis. Paychecks will be issued by the 30th day of the month worked. In the event that the 30th day of the month worked shall fall on a Saturday or a Sunday the preceding Friday shall be payday. Should the 30th day of the month worked fall on a holiday, the preceding workday shall be payday. Failure to receive pay on the designated day for any reason beyond the control of the County shall not constitute a breach of this Agreement.

Employees shall be notified of the reason for any delay in the designated payday. The above provisions may be changed should the County elect to purchase or otherwise adopt a different payroll plan, whether from a private company or other public body including itself, but the employees will not be paid less than monthly.

Section 3. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of ten (10) cents to employees for all hours of work on shifts beginning between the hours of 2:00 P.M. and 9:59 P.M. Employees working any shift beginning between 10:00 P.M. and 5:59 A.M. shall be paid an hourly premium of fifteen (15) cents for each hour worked.

Section 4. Call Back Time. Any employee, other than Mobile Response Team (MRT) and Juvenile Department employees. called to work on any day other than their regularly scheduled work day shall be paid for a minimum of two (2) hours at the rate of one and one half (1-1/2) times their regular rate of pay. Any employee who has been off duty, and is called back to work outside their regular work shift shall be paid for a minimum of two (2) hours at the rate of one and one half (1-1/2) times their normal rate of pay. Behavioral Health employees performing on-call duties will be paid at a rate of one and one half (1-1/2) times their regular rate of pay for each telephone consultation with a minimum duration of 10 minutes and with a 2-hour minimum where they present themselves in person to address an urgent or emergent mental health occurrence within the community. This pay is in addition to the Standby Rate specified in Article 12 Section 12. Juvenile Department employees who are called back to work for out of county transports shall be paid at a rate of one and one -half (1-1/2) times their

normal rate of pay for a minimum of 4- hours. This pay is in addition to the Standby Rate specified in Article 12 Section 12.

Section 5. Reporting Time. Any employee who is regularly scheduled to work and who presents himself for work as regularly scheduled but where work is not available for him and is excused from duty shall be paid for a minimum of one half (1/2) the number of hours he was scheduled to work.

Section 6. Overtime. Employees shall be paid or receive compensatory time off (at their option) at the rate of one hour and a half (1-1/2) for every hour of work beyond their normal eight hours (8) or ten hours (10) in their forty (40) hour work week, except as otherwise provided in Article 5, Section 8. Paid time off shall not count toward hours worked for purposes of overtime eligibility.

Comp time shall not accrue for more than forty (40) hours; any amount in excess thereof shall be paid as overtime on the next pay period. If compensatory time is taken, it should, whenever possible, be taken in the same pay period as earned. The parties agree that the scheduling of compensatory time off must be done at a time that is mutually agreeable between the parties. The parties agree that a request for compensatory time off is unduly burdensome, and may be rejected by the County, if it would result in additional overtime to cover the shift.

Section 7. Exceptions. Employees shall be paid time and one half (1-1/2) or compensatory time for all work performed on the sixth (6th) and seventh (7th) day of their regular work schedule.

Section 8. Distribution. Overtime work shall be distributed equally to employees within the same job classification in each department or district. Employees must be qualified to perform work in which overtime is offered.

Overtime work shall be voluntary except when the public health, safety or welfare may be jeopardized and when overtime work is necessary to ensure compliance with statutory requirements, obligations, or the continued efficient operation of the County.

An employee who refuses to work overtime when requested to do so pursuant to this requirement of this section may be subject to discipline or discharge. There shall be no discrimination against an employee who



declines to work overtime except as may be required in this section. In assigning overtime work, the supervisor may consider circumstances which would cause such an assignment to be a burden upon the employee, such as child care issues.

Section 9. Mileage Pay. Whenever an employee is required to use the employee's own automobile in the performance of their duty, the employee shall be paid mileage at the GSA rates published on [www.gsa.gov/mileage](http://www.gsa.gov/mileage) at the time of travel. Mileage pay will not be provided for any mileage incurred that the employee would have to provide between their home and regular place of work each day. A regular place of work may include different specific locations on different days. If the employee does not have a regular place of work, and there are no County cars available, the employee will be paid mileage to and from the employee's various places of work less mileage from their home to the nearest County building, annex or courthouse.

Section 10. New Hires. Employees within the bargaining unit shall be hired at Step 1 of the appropriate salary, unless the rules under the Pay Equity Law apply, a new employee is more qualified than other employees currently employed at that rate or the economic circumstances make it difficult to hire a qualified employee at the lowest step. If a new employee is more qualified, he or she may be hired at any step up to the step in which he or she is as qualified as present employees in that step.

Section 11. Step Raises. Upon satisfactory completion of the initial probationary period, which shall serve as an employee's anniversary date, an employee shall be eligible for a merit raise to the next higher step in the salary range. On each anniversary date thereafter, the employee shall be eligible to receive an additional merit step raise to the next step until the employee reaches Step 5. These increases are not automatic and depend upon satisfactory job performance. An eligible employee not receiving a step increase shall be afforded written notification including a description of deficiencies noted and specific recommendations for improvement, and the Union shall also be notified of any and all denials of step increases.

Section 12. Standby Duty. The County may require any employee to serve standby duty whenever such duty is necessary to further the public health, safety or welfare of the County, or when needed to fulfill the statutory obligations of the County, provided that such duty is rotated among employees as determined by the

County. Employees on standby duty are those who must be available to the phone or other calling device at all times during the designated period. Employees on standby duty shall be responsible to perform all assignments and respond to all calls as may be required of the duty. Employees on standby duty must be available to the phone or other calling device at all times during the designated period and are required to respond to the specific needs of the County. During this time the Employees freedom to engage in personal activities is sufficiently and geographically restricted.

In addition to any payment that is made for hours worked, employees shall receive compensation at a rate of one (1) hour for eight (8) hours of standby time. With the approval of the Department Head, such compensation may be in the form of time off. If compensation is to be time off, the County may select when it shall be taken provided that they shall not accrue more than forty (40) hours. Employees assigned to standby time shall not receive any additional compensation or be eligible for call-in duty, or receive any compensation under this section for any period of time during the employee's regular work schedule. A pager or phone shall be provided by the County for all such employees.

Section 13. Working Out of Classification. Whenever an employee is required to work in a classification above that in which the employee is classified, for one (1) working week or more and for at least thirty percent (30%) of their normal working day, the employee shall be paid for such work at the rate in which he or she would be entitled if he or she were promoted to Step 1 of that position. In no case will the employee make less than an amount equal to one (1) step above their current rate.

This section does not apply in situations where an employee is assuming the duties of a higher classification for cross training purposes to alleviate burdens during employee absences, and where the County and the Union have agreed to the classification change without a change in pay.

Section 14. Reinstatement Rights. Any employee who has completed one (1) full year of service with the County and who is laid off for causes other than punitive dismissal, and who shall return to County employment in the same job classification within twelve (12) months, shall be reinstated to the salary range and step held at the time of layoff.

Section 15. Longevity. Those persons serving for ten (10) continuous years under AFSCME shall receive a six percent (6%) longevity increase on the base salary upon reaching ten (10) years.

Employees who have reached twenty (20) continuous years of service with the County from date of hire will be at nine percent (9%) longevity.

Employees who have reached twenty-five (25) years of continuous service with the County from date of hire shall be at twelve percent (12%) total longevity applied to their base wages

Once a longevity increase has been earned it shall not be withdrawn, except for termination or retirement.

### **ARTICLE 13 - RETIREMENT**

The County shall participate in the Public Employees Retirement System. Benefits will be provided under the Oregon Public Employees Retirement System (PERS) or Oregon Public Service Retirement Plan (OPSRP), whichever is applicable pursuant to ORS 238 and 238(A). Upon the first of the month following ratification of this agreement and continuing through the duration of this agreement, the county shall pick up the six (6%) percent employee contribution to PERS or OPSRP whichever is appropriate.

### **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

Section 1. Discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension without pay, demotion, or discharge.

Disciplinary action may be imposed upon an employee only for failing to fulfill their responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2. Discharge. The County shall not suspend or discharge any employee without just cause. The employee and their Union representative, unless the employee requests otherwise, will be immediately notified in writing that the employee has been suspended or discharged. Such notification shall state in detail the nature of the alleged offense and shall include dates, locations and other corroborative details.

The union shall have the right to take up the suspension and/or discharge as a grievance at Step 3 of the grievance procedure within fifteen (15) working days of the employee's knowledge of its occurrence.

An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment unless otherwise directed by an arbitrator's award.

Section 3. Due Process. In the event the County has made a decision to discharge a regular status employee, a written pre-dismissal notice shall be given to the employee. Such notice shall include the known complaint(s), facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to request all substantiating documentation the County used to make its decision and an opportunity to refute such charges or to present mitigating circumstances to the County at a time and date set forth in the notice.

The date for such a hearing shall not be less than seven (7) calendar days from the date the notice was received, unless an earlier time is requested by the employee and agreed to by the County. The employee shall be permitted to have an official Union Representative present. The County may place the employee on Administrative Leave with pay unless otherwise mutually agreed.

Section 4. Disciplinary Work Plan. When a work plan is utilized in conjunction with any step of the disciplinary process, the employee will be allowed to review and provide input concerning the work plan before it becomes effective. The employee may request Union representation during the development of the work plan. The work plan shall contain the enumerated deficiency(ies), the employer's and the employee's responsibilities for improvement, and definite timelines

Section 5. Just Cause Standard. For the purpose of this Agreement, just cause shall be determined in accordance with the following guidelines, including, but not limited to:

1. The employee shall have some warning of the consequences of his/her conduct unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.

2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;
3. A reasonable investigation must be conducted;
4. It must be determined that the employee is guilty of the alleged misconduct or act;
5. The discipline must be appropriate based upon the severity of the misconduct or the actual or likely impact the misconduct has or would have on the County's operations;
6. The employee's past employment record shall be considered, if appropriate based upon the severity of the act.

## **ARTICLE 15 - SETTLEMENT OF DISPUTES**

Section 1. Grievance and Arbitration Procedure. The grievance and arbitration procedure shall be limited to the meaning, interpretation or application of this Agreement or any alleged violation of its terms. In the event of a grievance concerning a disciplinary issue, an individual who does not wish the Union to pursue a grievance may notify the Union in writing at any time. An employee remains free to consult with a Union representative at any point during the disciplinary process. An employee's exercise of the right to not pursue a grievance shall not constitute a precedent with regard to the substance of the discipline and/or grievance in question.

Section 2. Manner of Resolving Disputes.

**STEP 1.** In consultation with Human Resources, a union representative may take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and respond in writing to the representative within five (5) working days.

**STEP 2.** If the grievance or dispute has not been settled, it shall be presented in writing by the Union representative to the department head within five (5) working days after the supervisor's response is received, with a copy to be provided to Human Resources. In circumstances where an employee has two (2) supervisors and one is primary and the other is secondary, the grievance shall be presented to the primary supervisor. Any

questions regarding who to present a grievance to should be submitted to the Coos County Human Resources Department, and the Department shall respond to such requests in a timely matter. The written grievance shall include:

- (1) A statement of the grievance and relevant facts;
- (2) Provision of the contract violation; and
- (3) Remedies sought.

The department head shall discuss the grievance with the Union representative if both parties mutually agree. If no settlement is reached, the department head shall give their written answer to the Union within five (5) working days following their meeting. Every effort shall be made by all parties to meet; however, if the employee declines to meet with the department head or the department head declines to meet with the employee, then the department head shall give the Union their written answer within ten (10) working days of their receipt of the written grievance.

**STEP 3.** If the grievance is not settled in Step 2 and the Union desires to appeal, the Union shall submit the grievance to the Board of Commissioners within fifteen (15) working days of receipt of the department head's answer.

The Board of Commissioners will then consider the matter, within twenty (20) working days, in executive session if the employee or Union desire, with all parties having an opportunity to appear and be heard. The decision of the Board of Commissioners will be rendered in writing within ten (10) working days of its presentation at the meeting.

**STEP 4.** If the grievance has not been settled at Step 3, the Union may, within thirty (30) working days after service of a written decision by the Board of Commissioners, demand arbitration.

After the dispute has been so submitted, a party or the parties shall request from the Employment Relations Board a list of the names of thirteen (13) Oregon/Washington arbitrators. The parties shall select an arbitrator by mutual agreement or, if they are unable to agree, then by the method of alternate striking of names until one person remains who will serve as the arbitrator. The party requesting arbitration shall strike the first

name, the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The moving party will notify the arbitrator. The arbitrator shall begin taking evidence and testimony as soon as possible after their selection.

The arbitrator's decision shall be final and binding, but he or she shall have no power to alter, modify, to add or detract from the terms of this Agreement. Their decision will be subject to the preponderance of the evidence standard. Their decision shall be within the scope and terms of this Agreement and he or she shall be asked to submit it within thirty (30) days from the date of the hearing.

The arbitrator shall be responsible for assessing all or a prorata share of their fees and expenses of the proceedings against either of the parties; provided, however, that the arbitrator shall assess all of their fees and expenses against the losing party where a single party prevails entirely. However, each party shall be responsible for compensating its own representatives and witnesses in arbitration. If either desires a verbatim record of the proceedings, it may cause such a record to be made; providing, however, that it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 3. Employee Representatives. Employees selected by the Union to act as Union representatives shall be known as "stewards" or "designated representatives". The names of employees selected as stewards or designated representatives shall be certified in writing to the County by the Union. Nothing in this section will limit or prohibit an employee from employing legal counsel of their choice and at their own expense. The number of Stewards or Officers shall be limited to five (5) in any one department.

## **ARTICLE 16 - SENIORITY**

Section 1. The County and the Union mutually recognize the need to provide for the advancement and rights of employees according to seniority, while ensuring that each job in the County is performed most efficiently by the most capable of qualified personnel and that such qualifications are best established, when other objective merit factors are equal, by seniority.

Section 2. Definition. Unless otherwise indicated in this agreement, seniority shall be defined as total length of service with the County.

Section 3. Seniority List.

(a) Employees shall be regarded as probationary for a period consisting of no less than twelve (12) months of work following initial employment with the County, unless extended. At the end of this probationary period the employee's name will be placed on the seniority list. The seniority list will indicate the employee's name, current job classification, and County seniority date. The employee's seniority date will date back to their actual date of hire and not the first full month of service.

(b) A regular part-time employee shall acquire seniority in the proportion that their full work days per calendar month bear to the total number of work days in that calendar month.

(c) The employer shall post on the department bulletin boards a current seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 4. Probationary Period. A probationary period is a period consisting of no less than twelve (12) months of work following initial employment with the County during which an employee is required to demonstrate by actual performance of duties, their ability, skill, desire and reliability to perform the job duties of the position for which they are hired. An Elected Official or Department Head at their discretion may remove a new employee within their department from County service at any time during the probationary period. Employees terminated during the probationary period are not eligible for compensation for accrued vacation or sick leave. The probationary period, at the discretion of the Elected Official or Department Head, may be extended by mutual written agreement between the employee and the County for up to an additional six (6) months of work as long as such notification of the extension is given to the employee and Union at least ten (10) working days before the end of the probationary period. Such notification of extension shall specify areas of unsatisfactory performance and specific recommendations for improvement. The Extension Agreement shall describe the reasons for such extension. The probationary period, at the discretion of the Elected Official or Department Head, with Board of Commissioner approval, may be shortened and the employee will receive full rights and protection of this contract.



Probationary employees become members of the bargaining unit after their first day of employment and are then entitled to all the benefits and privileges of this Agreement except as specifically stated herein. Notwithstanding the foregoing, employees are eligible to use vacation time after six (6) months of work.

Section 5. Promoted Employee. A promoted employee, at the discretion of the Elected Official or Department Head, may be demoted to the position held immediately before promotion if their performance does not meet required work standards set by the classification within the first six (6) months of work after the promotion and provided they have completed their initial probationary period. Employees who are promoted do not have to re-qualify for benefits. Promoted employees retain and may, subject to the terms of this Agreement, utilize their accrued vacation and sick time during their promotional probationary period.

When an employee is promoted, the employee shall be placed at a new salary step greater than the employee's current salary. The Employee shall serve a six (6) month probationary period in the new position. During this time the employee retains and may, be subject to the terms of this Agreement.

#### Demotion/Reclassification Downward

An Elected Official or Department Head, may demote or reclassify an employee downward to a position they held previously or other position that they have held in the county, only when they have documented and given a compelling reason for the demotion/downward reclassification. Their payroll anniversary date will not be reset as a result of demotion/reclassification downward and they may utilize accrued sick leave and vacation time.

Section 6. Probation Meetings. During the probationary period and the promotional probationary period, the employee and the employee's supervisor shall meet to discuss the employee's performance. These meetings shall occur at least once every three (3) months, at a mutually agreed upon time. For all such meetings, the employee and the employee's supervisor shall sign a document containing information including, but not limited to, the following:

1. The date and time the meeting took place;
2. Aspects of the employee's performance discussed;

3. Parties present at the meeting;
4. Specific recommendations given to the employee for improvement, if any; and
5. Any responsive comments from the employee. Employees shall be subject to the probationary period terms of the collective bargaining agreement that was in effect at the time they were hired.

Section 7. Forfeiture of Seniority. Seniority shall be forfeited by voluntary resignation, discharge for just cause, or retirement. Upon acceptance of a position within the County outside the bargaining unit, an employee may freeze up to three (3) years of seniority to be credited upon return to a vacant position in the bargaining unit, if they return to the bargaining unit within three (3) years. An employee who has left the bargaining unit shall not displace any current bargaining unit member.

Section 8. Filling of Vacancies. Whenever the County seeks to fill a vacancy within a department listed in "Recognition," the County shall, at least for five (5) working days, post a notice and email to County employees with known email addresses, the job description, qualification, preferences, requirements of the job and starting salary. All County employees and all former employees on layoff status, shall have the right to apply for the vacant position within five (5) working days of the posting. If the vacant position is with the bargaining unit, and if more than one qualified employee applies for the position, the County shall provide preference for filling that position in the following order:

- (a) If one or more qualified employees currently employed within the department in which the vacancy exists shall apply, the County shall provide preference to the employee with the greatest total length of service within the department.
- (b) If no employee from the department shall apply, but one or more qualified employees with the same job classification do apply, the County shall provide preference to the employee with the greatest total length of service within the job description.

- (c) If no employee within the department or job classification shall apply, the County shall provide preference to the qualified employee currently employed or on layoff status with the greatest County-wide seniority.
- (d) The County may give preference to an employee that it wishes to transfer or demote in order to avoid a layoff; or for disciplinary reasons. When entering a new position in a new job classification, the successful bidder will either:
- (1) assume their duties at the same salary or
  - (2) receive a raise equivalent to one step or
  - (3) assume their new duties at a lower range and step. If bidding within the same classification, the successful bidder will assume the new position at the same step and range held in the former position. If bidding for a position with a classification greater than the classification previously held, the successful bidder will normally enter the new position at step 1 or a step resulting in at least a one-step increase in pay over the salary previously held. When accepting a position at a lower classification, the individual will assume a step figure closest to their previous salary.

In all cases the County shall employ the applicant with preferred status, unless the County can establish under the provisions of this article, section 9 below, that another applicant, whether from within the department, County, or from without, is more qualified than the applicant of preference.

Exception. Seniority requirements shall not be applicable to any position established by the County under any program, funded in part by agencies outside County funds, intended to provide employment or training to unemployed persons or other such groups.

Notwithstanding the foregoing, when the County seeks to promote or re-classify an employee, the County need not post a notice with the job description, qualification, preferences, requirements and starting salary.

Promotion and re-classification is within the sole discretion of the County and shall be based on qualifications rather than seniority. In cases of equal qualifications, promotion and re-classification shall be based on seniority.

Section 9. An applicant for a vacant position who is not the applicant of preference, (as established by Section 8 of this article) can only be hired if the applicant is more qualified to perform the duties and responsibilities of the position than the applicant of preference status. Any of the following criteria may be used to determine if the applicant is more qualified.

- (a) Skills appropriate for the position as measured by acceptable tests or standards.
- (b) Ability to perform the job function as established by past work records.
- (c) Documented evidence that candidate is of exceptional quality as compared to the applicant of preference. Such evidence may include, as appropriate to the position; awards, special recognitions, high grade point average, etc.
- (d) The meeting of "preference" standards listed in the position description of the vacant position.
- (e) Additional education or training appropriate to the job description, with two (2) years of education or directly related job experience equaling one (1) year of seniority.
- (f) Any requirements of federal or state grant programs funding or regulating positions covered by the Agreement or the need for the County to establish necessary staff credentials to receive such federal or state funds.
- (g) Requirements placed on the County under federal or state law or regulation.

- (h) The candidate of preference has any documented disciplines or on a work improvement plan in the previous two (2) years.

The Union may waive any of the requirements in this section at its option. The County may, at the County's expense and time under the provisions of this Agreement, require any preferenced employee to take any necessary tests, or provide the results of any test taken, as may be needed under the provisions of the section; refusal to do so may result in the employee losing their preferred status.

Section 10. Other Application of Seniority. Seniority shall apply in the following cases:

- (a) Vacation Time. Vacation shall be scheduled on the basis of seniority as provided in "Vacation Leave."
- (b) Shift Preference. Whenever there is more than one shift within the same job classification employees shall be granted, at their request, preference of shift according to their respective seniority within the affected classification in the department. Changes may be made only when a vacancy occurs in another shift provided that the employee is qualified to perform the duties set forth in the job description of the position on the other shift.
- (c) In the event of a layoff, the order of layoff shall be as follows:
  - (A) 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 such determination with the Union upon request.
  - (B) Probationary employees who have not completed their initial probationary period shall be laid off first. Those laid off probationary employees shall have a preference for temporary county positions for which they qualify.

(d) In the event of a temporary layoff, laid off employees shall use accumulated paid time off, if any, at the rate of forty (40) hours per work week in the following order of priority:

(A) Accrued flex time;

(B) Accrued compensatory time;

(C) Accrued floating holiday time:

(D) Accrued vacation time.

(e) Layoff. If the County determines the need for a reduction in its work force, layoff notice of not less than two (2) weeks shall be provided the employees in positions that have been eliminated. While the County reserves the right to determine positions to be eliminated, layoffs within each affected job classification shall be determined by the County on the basis of operational needs for special occupational skills and the employee's seniority within the affected classification. An employee subject to layoff in an affected classification shall have the right to "bump" the least senior employee in an equal or lower classification subject to the following:

1. The employee must possess any necessary special occupational skills. In such instance, the employee would be placed at the step in the lower range which represents an amount closest to, but not more than the employee's existing salary.
2. The equal or lower classification must be within the same occupational category as the affected classification (i.e. clerical, custodial, accounting).
3. The employee must have more County wide seniority than the employee being "bumped."

Notification of the employee's decision to "bump" must be received by the Human Resources Department no later than one week from the date the employee is provided with notice of layoff pursuant to section (8) (c)

above. Employees displaced by an employee exercising their right to bump shall be notified. Employees who have received such notice must notify the Human Resources Department no later one week from the date the employee is provided with notice of their decision to exercise their right to “bump”.

No regular employee shall be laid off within a job classification until all probationary, temporary, and training program employees in such classification have been terminated.

Employees laid off shall be placed on numerical layoff lists for two (2) years and be recalled according to such lists as openings for which they meet the minimum qualifications become available. No new employees will be hired into classifications from which employees are laid off and for which they remain qualified.

Employees will be notified of the open positions by personal email and certified mail, return receipt, sent to the last address given by the employee to the County Human Resources Office. The employee will have five (5) calendar days from the postmarked date of such notice to notify the Human Resources Director of his/her intention to return on the date specified by the County. Failure to respond timely shall be considered as immediate voluntary termination. Time spent on layoff status shall be considered for the purposes of the agreement the same as leave without pay.

## **ARTICLE 17 – DISCRIMINATION AND BULLYING**

Section 1. No Discrimination. The County and the Union agree that equal opportunity in employment, promotion and all other employer/employee relationships is the rule in Coos County. Nothing in this contract is meant to hinder or in any way inhibit an equal opportunity or affirmative action program that may be adopted by the County. Further, the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, national origin, religion, disability or any other status protected by County policy or law. The Union shall share equally with the County the responsibility for applying this provision of the Agreement. The parties agree that the labor agreement will not serve to restrict the County’s obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 2. No Bullying. The County and the Union do not tolerate bullying behavior from anyone.

Whether it be:

Employee to employee,

Employee to manager, or

Manager to employee.

Bullying behavior defined: any repeated severe or pervasive verbal or physical actions that a reasonable person would find unwelcome under the same or similar circumstances, at the place of work and/or in the course of employment.

If the bullying is employee-employee, the employee who is the recipient of the bullying will notify their direct supervisor. If the supervisor fails to act or if retaliation occurs, the Union may file a grievance at step 2.

If the bullying is from a Manager or Supervisor, the Union may file a grievance at step 2.

If the bullying is from the employee's Department Head, the Union may file a grievance at step 3.

## **ARTICLE 18 - UNION BUSINESS**

Section 1. County-Union Meetings. For the purpose of negotiating a collective bargaining agreement, the County shall meet with the Union at mutually convenient times. Not more than four (4) County employees, when possible from separate Departments and the Union President, and serving as Union representatives will be allowed to attend such meetings on County time with no loss of wages unless a greater number of employees is agreed to by the County. Union representatives shall not be entitled to overtime while participating in such meetings. All such meetings with the County normally shall be held during working hours and on County premises. This section may not be used to disrupt County business.

In addition to the above meetings, the County may also meet with the Union from time to time at mutually convenient times to discuss other matters of mutual benefit or concern. Prior notice of the topics for discussion at these meetings shall be furnished by each party to the other. At these meetings, not more than five



(5) County employees serving as Union representatives will be allowed to attend such meetings on County time with no loss of wages unless a greater number of employees is agreed to by the County. All other union business shall generally occur off duty, unless otherwise approved in advance by the affected supervisors.

Section 2. Bulletin Board. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each department to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. Visits By Union Representatives. The County agrees that accredited representatives of the Union, whether Local Union representatives, District Council representatives, or International Union representatives, shall have reasonable access to the premises of the County to conduct the Union business. Union representatives shall first report their presence to the supervisor in charge of the work area which is being visited, whenever practicable. Such visits shall not interfere with normal operation of the department.

Section 4. The County agrees not to interfere with rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative against any employee because of the lawful Union activities.

## **ARTICLE 19 - EXISTING CONDITIONS**

Section 1. All existing employment relations as defined in O.R.S. 243.650 (7) and interpreted by the Employment Relations Board not specifically modified by this Agreement shall remain in effect at not less than the level in effect at the time of the execution of this Agreement. The parties agree that existing conditions do not include conditions that conflict with the provisions of this agreement, conditions that would result in compensation not provided for in this agreement or addendums that are not expressly included and identified as part of this agreement.

The County agrees to provide the Union with copies of all changes to policies, procedures, and work rules affecting the bargaining unit.

## ARTICLE 20 - SAFETY

Section 1. Safety. Adequate safe equipment shall be provided for all employees. No employee shall be expected to operate any equipment or to perform a work assignment that, in the employee's opinion, would cause them imminent danger, and is reasonably considered to be unsafe.

An employee who refuses to perform work for reasons of safety shall file a complaint with the Oregon State Accident Prevention Division.

The County is committed to provide all County employees a safe and healthy workplace in so far as practicable. All employees of the County are expected to comply with established safety policies and practices and to report all unsafe working conditions. In the event an employee has reason to believe an unsafe working condition exists, the employee is expected to fill out the County Safety Concern form as soon as practicable and submit it to their immediate supervisor or designee. Within seven (7) days, the immediate supervisor or designee receiving the Safety Concern shall report back to the employee the proposed resolution. If the proposed resolution is unacceptable, the employee may submit the issue to the Department Head or designee within seven (7) days of the immediate supervisor's response. Within fourteen (14) days, the Department Head or designee shall report back to the employee the proposed resolution. If the proposed resolution is unacceptable, the employee may submit the issue to the Central Safety Committee within seven (7) days of the Department Head's response. The Central Safety Committee shall report back to the employee the proposed resolution. If the proposed resolution is unacceptable, the employee may submit the issue to the Board of Commissioners for consideration within seven (7) days of the Central Safety Committee's response. A record of any resolved safety issues shall be submitted to be maintained by the Central Safety Committee.

Section 2. Uniforms and Protective Clothing. If any employee is required to wear a uniform, protective clothing, or any type of protective device, such protective clothing or protective device will be furnished to the employee by the County. Protective equipment will meet industry and OSHA standards, be the approved personnel safety device for the task, and will be replaced when damaged, becomes ineffective, or reaches the end of its effective life span.

Section 2B. Biohazard Training. All employees who are likely to encounter biohazards in the course of their daily work will be trained at least annually on identification, protection, and proper cleaning and disposal of biohazards.

Section 2C. Clothing and Equipment Allowance. On July 1<sup>st</sup>, of each year, employees in Trades, Maintenance, Custodial, Surveyor, and Parks/Forest will be provided an allowance of \$250 dollars to purchase appropriate footwear, clothing, or protective gear to be used for the performance of their daily work duties.

## **ARTICLE 21 - WORKERS' COMPENSATION**

Section 1. Insured Personnel. All County employees will be insured under the provisions of state law for injuries received while at work for the County.

Section 2. Supplemental Insurance. The County shall provide insurance to supplement the amount received by the employee from the State Workers' Compensation for on-the-job injuries in an amount to insure the injured employee one hundred (100%) percent of their monthly net take home pay up to a period of six (6) months.

Section 3. Long Term Disability Insurance. The County shall maintain insurance to cover employees in the bargaining unit for long term disabilities. Such insurance shall supplement Workers' Compensation or Social Security for a period of five (5) years beginning after the first six (6) months of disability at a rate of sixty (60%) percent of base monthly pay.

Section 4. On-the-Job Injury. Employees off work due to a claim for an on-the-job injury incurred as a result of their employment with the County and receiving Workers' Compensation time loss benefits shall:

- a. Continue to accrue seniority while off work from the beginning of the leave due to the on-the-job injury:
- b. Continue to receive the "normal" County-paid portion of insurance premiums for six (6) months from the beginning of the leave due to the on-the-job injury.
- c. To the extent permitted by applicable law, an employee on a short-term

disability or an employee off work as a result of a workers' compensation injury shall not accrue vacation or other benefits during the period of such leave, unless otherwise supplementing such leave with paid time off.

## **ARTICLE 22 - PERSONNEL RECORDS**

Section 1. Files. There shall be only one (1) official personnel file for each employee and that file shall be maintained at the Human Resources Office. Employees may inspect the contents of their official personnel file, except for confidential reports from previous employers, in the presence of an authorized County representative.

Section 2. Grievances. No grievance material shall be kept in employee personnel files after the grievance has been resolved, except the resolution itself.

Section 3. Signature Requirement. No information reflecting critically upon employees shall be placed in their personnel files without first giving the employee an opportunity to sign such material. Employees may be required to sign such material to be placed in their personnel file provided the following disclaimer is attached: THE EMPLOYEE'S SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT.

If an employee is not available within a reasonable period of time to sign the material, the County may place the material in the files provided a statement has been signed by two (2) County representatives that a copy of the document was mailed to the employee at their address of record.

Section 4. Written Response. If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to file a grievance or prepare, in writing, an explanation or opinion regarding the adverse material. This response shall be included as part of their personnel file until the material is removed.

Section 5. Other Inclusions. 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.

Section 6. Critical Materials

At any time after the lapse of three (3) years from the date of disciplinary action, an employee may request the removal of said disciplinary material from their personnel file. The request must be submitted in writing and sent to the employee's Union representative and the County's Human Resources Department. The written request must include a statement of the disciplinary material desired to be removed from the personnel file.

The County shall issue a written response within ten (10) working days of receiving the request. The response shall be sent to the employee and Union representative and shall indicate whether the request is approved or denied. If denied, the reasons for the denial must be stated. The employee may appeal a denied request; however, any appeal must be received within ten (10) working days from the date the denial was issued. The appeal must be in writing and submitted to the employee's Union representative and Board of Commissioners. The Board of Commissioners will then consider the matter within twenty (20) working days, in executive session if the employee or Union desire, with all parties having an opportunity to be heard. The decision of the Board of Commissioners will be rendered within ten (10) working days of the hearing. Any decision made by the Board of Commissioners shall be final.

An employee may re-request the removal of disciplinary material from their personnel file no sooner than one (1) year from the date of the final resolution of the previous request.

Notwithstanding the foregoing, the County reserves the right to remove, at its sole discretion, disciplinary material from an employee's personnel file at any time and will notify the employee and the Union representative.

## **ARTICLE 23 – CONTRACTING OUT**

For the purpose of this Article, effects bargaining shall only be required if the decision to contract out work will create a layoff or demotion of current bargaining unit employees. In the event of a bona fide emergency, notice may be less than thirty (30) days.

The Union recognizes that the County has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. If contracting work out will result in the layoff or demotion of current bargaining unit employees, the County shall notify the Union in writing no less than thirty (30) days prior to the issuance of any request for proposals, consideration of proposals, or direct negotiations (in the absence of proposals) to contract out work presently and regularly performed by bargaining unit employees.

The Union shall have twenty (20) days from the receipt of the notice to request bargaining over the impact of the proposed contracting out on the affected employee(s). Upon such timely request, the County shall meet with the Union and enter into bargaining pursuant to ORS 243.698. Parties retain arbitration rights under ORS 243.698(4) only over the impacts of the contracting out decision.

#### **ARTICLE 24 - SAVINGS CLAUSE**

Should any article, section, or portion thereof of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption except those remaining provisions which are so essential, connected and dependent upon the unlawful or unenforceable part that it is apparent that such remaining provisions would not have been agreed to without such other parts and the remaining provisions which, standing alone, are incomplete and incapable of being executed in accordance with the intent of this Agreement.

#### **ARTICLE 25 – SIDE AGREEMENTS**

The parties agree that the following Side Agreements shall be incorporated into this Agreement:

Side Agreement filed under CJ 2019-000814 clarifying pay and work schedules for School Based Mental Health Specialists.

**ARTICLE 26 - TERMINATION**

THIS AGREEMENT shall be effective upon execution or as specified herein and shall remain in full force and effect until June 30, 2025. Unless either party notifies the other in writing of a desire to change the terms of the Agreement at least sixty (60) days prior to the expiration date, this Agreement shall continue in full force and effect for the succeeding twelve (12) month period and shall continue in full force and effect for each succeeding twelve (12) month period thereafter, unless change is requested as specified herein.

If negotiations continue beyond July 1 of any year in which this Agreement is in effect, the terms of this Agreement shall remain in full force and effect until such negotiations are discontinued by either party or a new Agreement has been mutually accepted.

FOR THE COUNTY:

FOR THE UNION:

Robert "Bob" Main 6/20/23  
Commissioner Date

[Signature] 6/20/2023  
Commissioner Date

[Signature] 6/20/2023  
Commissioner Date

Trish Jordan 6/20/23  
Signature TRish Jordan Date  
President

Amly Hensley 6/20/23  
Signature Union Rep. Date  
AFSCME.