

COLLECTIVE BARGAINING AGREEMENT

Between

LANE COUNCIL OF GOVERNMENTS

And

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503, OPEU

July 1, 2019 – June 30, 2022

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT (hereinafter, “Agreement”) is entered into between the LANE COUNCIL OF GOVERNMENTS, herein referred to as LCOG, and the SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) Local 503, Oregon Public Employees Union (OPEU), herein referred to as the Union, and is binding upon the Union, LCOG and all bargaining unit employees.

This Agreement deliberately uses the singular neutral term “they” instead of “he/she” and its variances. This use has historical precedence and is inclusive of individuals whose gender identity is not represented by the he/she binary.

ARTICLE 1 – RECOGNITION

- 1.1 LCOG hereby recognizes the UNION as the sole and exclusive bargaining agent for all employees of LCOG’s Senior and Disabled Services Division, excluding all supervisors, confidential employees, and employees of the Senior Meals Program, who work in the classifications reflected in Appendix A, except exempt employees as defined in this Agreement, for the purposes of collective bargaining concerning employment relations.
- 1.2 Temporary appointments shall be used for the purpose of meeting emergency, nonrecurring or short-term workload needs. Employment of a temporary worker other than to replace a regular employee on leave, shall not exceed the equivalent of six (6) calendar months (1,040 hours) in a twelve-month period. A temporary appointment made to replace a regular employee on leave shall not exceed the period of the leave.
- 1.3 Temporary, seasonal, and on-call employees are not covered by this Agreement.

ARTICLE 2 - NON-DISCRIMINATION AND HARASSMENT

- 2.1 It is the policy of LCOG and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, gender identity, mental and/or physical disability. Neither will LCOG nor the Union discriminate based on sexual orientation or political belief. To this end, the parties further agree to apply the provisions of the Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

Lawful affirmative action programs or other forms of preferential treatment, such as “veteran’s preference,” required by state or federal law do not constitute discrimination under this Article.

- 2.2 Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by LCOG, the Union, other bargaining unit members, or any other employee of LCOG. Unwelcome sexual advances, requests for sexual favors,

and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

2.3 Both LCOG and the Union recognize that all employees have the right to work in a safe environment free of workplace hostility; furthermore, all employees also have the right to be treated courteously and with respect while at work. To ensure that this right is upheld, both LCOG and the Union agree, for the purposes of administering this Article, to form an ad hoc committee consisting of up to three (3) Bargaining Unit representatives and one (1) SEIU Local 503, OPEU representative to be appointed by the Union and up to four (4) Employer representatives to be appointed by LCOG. The committee shall convene at the request of either party no more than one (1) time per month to attempt to resolve any incidents of workplace hostility or retaliation. If the committee is unable to reach a resolution through the above outlined process the parties agree to resolve the issue through the grievance procedure as outlined in Article 17 – Grievance Procedure.

ARTICLE 3 – OUTSIDE EMPLOYMENT

LCOG is the primary employer for its employees. Employees may not accept outside employment that is incompatible or in conflict with their LCOG positions. Whenever an employee obtains outside employment, while an employee of LCOG, the employee shall notify their direct supervisor, in writing, prior to beginning the outside employment. No employee may accept outside employment that is:

- a. not compatible with the employee's LCOG work schedule,
- b. detracts from the efficient performance of the employee's workload and/or duties,
- c. in conflict with the interests of LCOG,
- d. discredit to LCOG.

An employee is responsible for assuring that their outside employment does not conflict with the requirements stated above, and in the event of a conflict shall immediately discontinue the outside employment.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF

- 4.1 Upon written, electronic or recorded oral request from an employee to the Union, monthly union dues plus any additional voluntary Union deductions shall be deducted from the employee's pay and remitted to the Union. All applications or cancellations of Union membership shall be submitted by the employee to the Union. The Union shall instruct and regularly remind all bargaining unit employees to direct membership applications and cancellations to it and not to LCOG. Any written applications for Union membership and/or authorization for Union dues and/or other deductions or dues cancellations which LCOG receives will be promptly forwarded to the Union.
- a. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to LCOG upon request.
 - b. Dues will continue to be deducted until the Union informs LCOG that the employee has rescinded the request in writing pursuant to the applicable procedures in the membership dues check-off authorization. Copies of all such requests for membership cancellation that LCOG receives shall be transmitted to the Union.
 - c. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to LCOG electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. LCOG agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the next pay period following submission.
 - d. The deductions so collected from all employees, together with an itemized statement, shall be remitted to the Union's Salem headquarters within ten (10) days after such deductions are made. This information shall be provided in electronic format. This statement shall include the following information for each bargaining unit employee:
Name of employee
Employee ID number
Gross Pay
Amount of dues deducted from regular/base pay
Amount deducted from regular/base pay
 - e. Within a week of a new employee starting in or returning to a bargaining unit position, LCOG shall furnish electronically to the Union the name of that employee, along with the following information: home address, home phone number, work email address, work phone number, work location, FTE, employee ID number, hire date, manager and classification.
 - f. Quarterly at months 3, 6, 9, and 12 of the calendar year, LCOG will send to the Union a list of all LCOG employees who are paying Union dues. That list will include the following information: name, employee ID number, date of birth, manager, classification, range and step, hire date, work phone number and email address, home phone number and home address.

- 4.2 LCOG will provide the Union a quarterly written report at months 3, 6, 9, and 12 of the calendar year of all temporary employees doing bargaining unit work. This report shall contain the following: name, classification, position, start date, actual end date and number of hours worked in those three (3) months.
- 4.3 LCOG will not be held liable for check-off errors but, upon discovery will make proper adjustments with the Union for errors as soon as is practicable. The Union will indemnify, defend, and hold LCOG harmless against any and all claims, demand or suits and for all legal costs that arise out of, or by reason of, actions taken or not taken by LCOG, in complying with the provisions of this Agreement.

ARTICLE 5 – NO STRIKE--NO LOCK-OUT

- 5.1 LCOG agrees that during the term of this Agreement, LCOG shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this agreement, the Union shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slowdown, or commit other acts of work stoppage. Disciplinary action, up to and including discharge, may be taken by LCOG against any employees who engage in activities prohibited by this Article.

- 5.2 Upon notification confirmed in writing by LCOG to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing with a copy to LCOG, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification by the Union to employees covered by this Agreement shall be made at the request of LCOG.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.1 LCOG retains all the customary, usual and exclusive rights, decision-making prerogatives, functions, and authority connected with, and in any way incident to, its responsibility to manage the affairs of LCOG or any part of it not specifically limited by the terms of this Agreement, including, but not limited to, directing the activities of the agency; determining the levels of service and methods of operation including subcontracting and the introducing of new equipment or of new processes; the right to hire, lay off, transfer, and promote; the right to discipline or discharge for just cause; the right to determine work schedules and assign work; and, any other such rights not specifically referred to in this Agreement. LCOG may take whatever action it deems appropriate, except when specifically in conflict with this Agreement.

- 6.2 The exercise by LCOG of management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.
- 6.3 The Union recognizes that LCOG has the right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. Contracting out is defined as the hiring of any non-bargaining unit members to do work that has traditionally been performed by members of the bargaining unit, or that would displace or disadvantage current members of the bargaining unit in regard to hours or conditions of work, or compensation, including overtime. The following would apply should LCOG decide to contract out (but would not apply if the contracting out is due to an emergency or to the actions of the State or Federal government):
- a. LCOG agrees to provide the Union with no less than sixty (60) days' notice that it intends to request proposals for contracting out bargaining unit work where the decision would result in displacement of bargaining unit members. During this sixty (60) days, LCOG shall not release any requests for proposals. The Union shall have the opportunity to submit its own proposal not later than the last date for the submission of proposals. The Union shall be afforded the opportunity to demonstrate to LCOG that the current bargaining unit members could deliver the service cost effectively and/or with similar quality. The work shall not be contracted out should LCOG determine that the Union has demonstrated the capability to deliver service equal to or better than that of the potential contractor(s) in terms of cost effectiveness and quality.
 - b. LCOG will conduct an evaluation to determine the potential costs and benefits that would result from contracting out the work in question.
 - c. LCOG agrees to notify the Union within one (1) week of its decision to conduct an evaluation, including the job classifications and work areas affected. Upon completion of the evaluation, a copy of the evaluation shall be given to the Union
 - d. In any Request for Proposals, LCOG will require applicants to describe the method they intend to use to consider and give preference to current LCOG bargaining unit members for employment. LCOG shall furnish copies of all proposals to the Union.
 - e. If management anticipates that any bargaining unit members will be displaced as a result of contracting out, LCOG and the Union shall meet to discuss the effect on bargaining unit members prior to implementing a decision to contract out. LCOG's obligation to discuss the effect of contracting out does not obligate it to secure the Agreement of the Union or to exhaust the dispute resolution procedure outlined in the Oregon Revised Statutes concerning the decision or the impact prior to implementing its decision whether or not to contract out the work in question.
 - f. An employee laid off as a result of the contracting out retains their layoff rights as defined in Article 8 Seniority.

ARTICLE 7 – UNION RIGHTS

- 7.1 Employees covered by this Agreement are entitled to act through a Union representative in taking any grievance action or following any alternative procedure under this Agreement. Once a bargaining unit member has filed a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.
- 7.2 SEIU Local 503, OPEU representatives appointed by the Union, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members at LCOG facilities. The purpose of these visits will be to meet with Union stewards, employees, or management regarding any actions or procedures under this Agreement, including but not limited to employee grievances. SEIU Local 503, OPEU representatives appointed by the Union will have the right to contact any represented employee in the workplace as long as it does not interfere with the normal flow of work.
- 7.3 Authorized Union representatives shall be allowed reasonable time off without loss of pay during their normal working hours for the purpose of meeting with LCOG for negotiations, grievances, investigatory meetings, or other meetings with LCOG management to conduct union business. All grievance proceedings when practicable shall be held during normal working hours. No overtime will be incurred as a result of the time spent for these purposes. “Authorized Union representative” shall mean any Union officer (President, Vice-President, Secretary/Treasurer), Union Steward, or any other person who has been designated in writing by a Union officer or SEIU Local 503, OPEU staff member as an official Union representative. The Union shall furnish LCOG with a list of authorized Union representatives as described in Article 7.10 below.
- 7.4 LCOG will allow eighty (80) hours total paid collectively per fiscal year for authorized Union representatives to perform representational activities, such as grievance investigations (other than those activities covered in Section 7.3 above), so long as their absences do not hamper the agency’s operations. Reasonable notice shall be given to the appropriate manager prior to a representative being gone from work. For the purpose of this article, reasonable notice shall be considered sufficient if provided prior to the start of the employee’s shift in which the absence is required. In the case of an emergency or when the Union Representative could not have reasonably known prior to the beginning of their shift, the employee shall notify the manager as soon as possible. Representatives must record time spent in these activities on their time sheets. SEIU will provide LCOG with a monthly report of all time used for the purposes defined in this Article 7.4. If the maximum allowable hours are reached within a fiscal year, LCOG agrees to meet with the Union and discuss additional hours being granted.
- 7.5 Employees requesting leave for reason of paid or unpaid Union appointment or to attend Union functions other than those listed above are eligible for consideration for use of vacation leave or leave without pay. When such time off is used, the employee will provide notice as soon as they are aware of the need to attend Union functions.

- 7.6 The Union may hold meetings in LCOG's offices before or after business hours, or any time deemed necessary, provided that the Union notify LCOG in advance of the meeting, reserves the meeting space in advance, and so long as the meeting does not hamper the agency's operations..
- 7.7 LCOG shall furnish the Union bulletin board space. The Union shall limit the use of the space to the posting of notices of general employee interest and Union meetings. The Union shall maintain the space in good order. LCOG has set up an email distribution list for use by the Union to share appropriate Union-related business with members including a regularly published e-newsletter. The administrative rights of this list shall go to an officer of the Union. It is understood that LCOG maintains ownership of its computer systems and has the authority to view all communications therein.
- 7.8 LCOG will provide space for storage and access to a locking file cabinet, which cabinet shall be provided by SEIU at the sole expense of SEIU, for storage of SEIU materials.
- 7.9 The Union may use LCOG's copy machines and other office equipment at such times as they are not used for LCOG business. The Union shall pay LCOG for the cost of the use of the equipment and supplies, including applicable labor. A copy code will be provided to SEIU for use when making copies for Union business, and LCOG will invoice SEIU for copies made.
- 7.10 The Union will provide LCOG with a list of officers, stewards, and other authorized Union representatives and will promptly notify LCOG of any changes in the authorized representatives and stewards. There will be a maximum of eight (8) Union Stewards. Should LCOG's SEIU bargaining unit increase by five (5%) percent during the duration of this contract, one additional Union Steward shall be added for a maximum of nine (9) Union Stewards.
- 7.11 If problems arise regarding Union officers, stewards, or representative's activities, the Union agrees to discuss the problem with LCOG to try to reach a mutually agreeable solution.
- 7.12 LCOG will make a copy of this Agreement available to each bargaining unit employee either in hard copy or electronically.
- 7.13 LCOG will notify the Union of any new employees hired within a calendar week of the new employee's starting date. Thirty (30) minutes shall be granted for a representative of the Union to make a presentation to new employees on the employees' first day of work for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If – either because of the Union's or LCOG's operational needs – it is not possible for the presentation to take place on the new employee's first day of work, LCOG will allow time for new employees to attend the presentation within fourteen (14) days from the date of hire. SEIU will work directly with the new employee to schedule such presentations.

- 7.14 LCOG shall grant a Leave of Absence for employees elected to hold the office of statewide SEIU Local 503, OPEU President for the entirety of the term of office. The Union shall, within thirty (30) days of payment to the President, reimburse LCOG for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. The Union shall indemnify, and the Union and President hold LCOG harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by LCOG for the purpose of complying with this Section.

ARTICLE 8 – SENIORITY

- 8.1 Seniority will be determined by a regular employee's length of continuous service with LCOG in a bargaining unit position since their most recent date of hire. If two (2) or more employees start on the same date, their order of seniority shall be determined by random selection. Once determined, the employees' relative seniority shall be fixed.
- 8.2 An employee shall lose all seniority credit if the employee resigns, retires, is discharged, is laid off and fails to respond to written notice as provided in Section 8.11 below, or is laid off for a period greater than eighteen (18) months or a period of time greater than the length of the employee's continuous service with LCOG, whichever is shorter. Employees who take a leave without pay may have their seniority date adjusted as specified in Article 15 - Other Leaves.
- 8.3 Employees who leave the bargaining unit for another position with LCOG shall have seniority credit for previous service in this bargaining unit restored upon returning to work in the bargaining unit.
- 8.4 An employee who is transferred from another public agency per ORS 236.605 – 236.640, into a bargaining unit position will be given seniority credit for all time served in a regular position in the other agency subject to ORS 236.610 and 236.620.
- 8.5 LCOG will provide the Union with a copy of the seniority list on July 1 of each year and will post the list in a conspicuous place available to employees.
- 8.6 When the Employer declares that a lack of funds will necessitate a layoff, the Parties will meet, if requested by either the Employer or the Union, to consider alternatives to layoffs. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with the Agreement.
- 8.7 If LCOG should reduce its work force, layoffs of regular, non-probationary employees shall be made by classification based on seniority. LCOG agrees to notify employees not less than sixty (60) days prior to any layoff, unless there are extenuating circumstances.

- 8.8 Employees who are to be laid off may bump laterally or down within the same division to a classification previously occupied by the employee and for which the employee is still qualified to perform the required work.
- 8.9 An employee who wishes to bump must provide written notice to LCOG no later than seven (7) calendar days from the date of notification of layoff. Failure to provide written notice within that time shall be deemed as waiver of the right by the employee.
- 8.10 Employees who are to be laid off will be given consideration for transfers or demotions to vacant positions if the employee possesses the skill, ability, and experience required for the position in accordance with Article 22 – Filling of Positions.
- 8.11 Employees who have been laid off have the right to be recalled to their previously held classification for the time period defined in Section 8.2. Employees shall be recalled in seniority order. If there are no employees eligible for recall to the classification to be filled, any employees on the recall list who qualify for a voluntary demotion or transfer into the position will be offered the recall opportunity.
- 8.12 Notice to an employee of recall shall be made by certified mail to the last address provided to LCOG by the employee. The employee is solely responsible to provide LCOG with the employee’s correct mailing address.

The employee shall have seven (7) calendar days from the date of delivery of the recall notice to notify LCOG’s HR Manager in writing whether they accept recall to employment. If the employee fails to deliver the notice prior to this deadline, they will be removed from the recall list and forfeit all seniority.

If the employee accepts, their notice to LCOG must state the date on which they will resume work said date must be within fourteen (14) calendar days of notifying LCOG of their intent to accept recall. The employee is solely responsible to provide LCOG with the employee’s correct mailing address.

- 8.13 There shall be no bumping between the bargaining unit and LCOG staff not represented by this bargaining unit.

ARTICLE 9 – PROBATIONARY PERIOD

- 9.1 LCOG agrees to provide probationary employees with support and clear communication, adequate training, timely feedback and opportunities to correct specifically identified work performance deficiencies. Employees shall receive a written notice of the specific deficiencies and conduct prior to the end of the probationary period. Such notice shall provide the employee with adequate opportunity to correct deficiencies.
- 9.2 Every employee hired in the bargaining unit shall serve an initial probationary period of one hundred eighty (180) calendar days, counted from the employee’s first day on the job. Employees promoted or transferred to a new or different classification within the

bargaining unit will also serve a probationary period of one hundred eighty (180) calendar days, counted from the employee's first day working in the new or different classification. The employee shall receive at least one Feedback Report/Probation Progress Report within each period 2 through 7 as indicated below, allowing for a grace period of five working days if needed:

Period 1	Days 1-45	No Probation Progress Report required
Period 2	Days 46-60	at least one Feedback Report*
Period 3	Days 61-120	at least one Probation Progress Report
Period 4	Days 121-180	at least one Probation Progress Report
Period 5	Days 181-240	at least one Probation Progress Report
Period 6	Days 241-300	at least one Probation Progress Report
Period 7	Days 301-365	at least one Probation Progress Report

*Feedback Report for Period 2 to be drafted by LCOG with input from the union bargaining team.

9.3 The probationary period shall not be extended, nor shall an employee be terminated from initial probation, unless the employee has been given Feedback Reports and Probation Progress Reports per Section 9.2 and the opportunity to correct performance deficiencies and/or behavior. This is a simple notice, not a “just cause” standard for discipline or termination. Otherwise, a newly hired employee may be disciplined or discharged during the initial probationary period at LCOG’s discretion. Such action is not subject to the grievance procedure.

9.4 At LCOG’s option, the probationary period or the promotional probationary period may be extended in sixty (60) calendar day blocks, to a total of three hundred and sixty-five (365) days of probation, with notice to the affected employee and the Union unless the employee requests otherwise. The probationary period may also be reduced at the discretion of LCOG.

If an employee’s promotional probationary period is extended past one hundred and eighty (180) days, the employee shall receive a one-step increase after successfully completing any extensions to the promotional probationary period.

Employees will be given written notice that their probation is ending at the end of that period.

9.5 If LCOG determines that a promoted employee fails to meet the requirements for the new position at any time during their probation, the employee shall return to the previously held classification or position provided they remain qualified and has a greater length of service in such classification if they are displacing another employee. A promoted employee shall have access to the grievance procedure for all grievable issues except for issues involving LCOG's determination that the employee fails to meet the requirements of the new position.

- 9.6 During the probationary period, a promoted employee has the right to return to their previous position or a comparable position if the position is vacant.

ARTICLE 10 – HOURS AND OVERTIME

- 10.1 The workweek is defined as a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods. The standard workweek for most bargaining unit employees is 12:00 a.m. Sunday to 11:59:59 p.m. Saturday. Alternate schedules may be established for different employees or groups of employees. Types of alternative schedules include: flexible schedules and non-traditional schedules worked each week. Employees' workweek shall be defined on their schedule. Upon approval of a flexible schedule, employees shall be notified of irregular paychecks caused by flexible schedule suspension resulting in the shortening and lengthening of pay periods.

Examples of alternative schedules are as follows:

Flexible Schedule:

1. 4/10 flexible schedule: a full-time employee scheduled forty (40) hours per week works four (4) ten (10) hour days instead of the traditional five (5) eight (8) hour days
2. 9/80 flexible schedule: a full-time employee scheduled to work eighty (80) hours in nine (9) days instead of the traditional five (5) eight (8) hour days

Nontraditional Schedule:

3. Any schedule that is not a flexible schedule and that is outside of Monday through Friday, 8 a.m. until 5 p.m.

- 10.2 Work schedules are the work days, days off, and hours of work identified in a workweek for each individual employee.

- a. For the purpose of this contract, 0.5 FTE per month is defined as half of the month's available paid-status hours.
- b. Full-time employees will generally be scheduled to work five (5), eight (8) hour workdays.
- c. LCOG agrees to make a good faith effort to accommodate an employee's request within the context of procedural, operational and staffing needs.
- d. If a request for an alternative work schedule is denied, the manager will provide a written explanation.
- e. Any employee who is denied an alternative work schedule has the right to respond to the manager addressing the objections and give a proposal on how those objections can be mitigated or overcome. If no agreement can be achieved, an employee has the right to take their proposal to the next level of management for reconsideration.
- f. LCOG may suspend alternative work schedules or change work schedules as necessary to meet operational needs. However, unilateral changes to schedules must be made in writing and provide an explanation of the operational need. LCOG shall give ten (10) business days' notice of work schedule changes, unless the schedule change is due to an emergency situation or an employee agrees to waive the notice.

- 10.3 For FLSA non-exempt employees, overtime is time worked in excess of forty (40) hours per week within the employee's basic workweek. Compensation for overtime shall be at the rate of one-and-one-half (1-1/2) times the employee's regular rate of pay for all overtime hours worked beyond forty (40) hours. Overtime will be rounded to the nearest quarter (1/4) of an hour. Compensation for overtime shall be pay, not in time off.
- 10.4 Nothing in this Article shall be construed to require overtime payment at a rate more than one-and-one-half (1-1/2) times an employee's regular rate of pay.
- 10.5 All overtime work shall have the prior approval of the employee's manager.
- 10.6 Employees exempt from the overtime standards of the FLSA will be paid on a salary basis and will not be eligible for overtime.
- 10.7 All employees hired after July 1, 2016 must work at least twenty (20) hours per week, except for approved job shares and limited duration positions as described in Article 22. Employees who work less than forty (40) hours per week will have their paid leave accruals prorated in accordance with the hours worked.
- 10.8 Employees shall be entitled to a paid fifteen (15) minute rest period for every four (4) hours of work, to be taken, insofar as practicable, in the middle of the block of time. Employees shall be entitled to an unpaid meal period of at least thirty (30) minutes if more than six (6) hours of work are scheduled.
- 10.9 Employees may also request the option to work remotely as part of their regular work schedule.
 - a. If a request to work remotely is denied, the manager will provide a written explanation.
 - b. Any Employee who is denied the option to work remotely has the right to respond to the manager addressing the objections and give a proposal on how those objections can be mitigated or overcome. If no agreement can be achieved, an employee has the right to take their proposal to the next level of management for reconsideration.

ARTICLE 11 – COMPENSATION

- 11.1 LCOG agrees to maintain a Salary Schedule - Appendix C. The Salary Schedule represents hourly pay. Exempt employees will have their pay prorated on the basis of their percent FTE.
- 11.2 Effective July 1, 2019, and each year thereafter until the expiration of this Agreement, salary rates for all employees in the SEIU Local 503, OPEU bargaining unit shall be adjusted upward by the five year average CPI -W West, Size Class B/C Average of the five prior years, with a minimum of two (2%) percent and a maximum of three and one tenth

(3.10) percent; with the first adjustment to be calculated July 1, 2019 with data available at that time for the calendar years 2018, 2017, 2016, 2015, and 2014.

If LCOG's S&DS funding increases by at least 10%, either party may open Article 11 Compensation to negotiate wage increases.

- 11.3 Normally a new hire shall be appointed at Step 1 of the employee's range. Assignment to higher steps may be approved by LCOG, based on the employee's experience, qualifications, availability of applications, and the salary relationships with similar positions.

Employees hired or promoted shall receive a one-step increase or a one-time three and one half percent (3.5%) of their yearly salary retention bonus upon the completion of their probationary period.

Merit increases will be issued every year thereafter on the anniversary date of the employee's successful completion of probation. Increases in pay within a salary range shall be granted to an employee only when that employee qualifies for the increase. To qualify for the increase, the employee must meet the performance standards required for their classification and position. This annual increase will occur up to the top step of the range.

- 11.4 A differential of 3.5% over base rate will be paid to employees in positions which specifically require bilingual skills (i.e. translation to and from English to another foreign language or the use of sign language) as a condition of employment. The interpretation and translation skills must be assigned and contained in an employee's individual position's position description. In order to receive this differential, the employee must be fluent in the second language.
- 11.5 On the first year anniversary date after reaching the top step of the salary scale within the range for their classification and each year thereafter, employees shall receive a five hundred dollars (\$500.00) retention bonus, provided they have met the job performance standards required for their classification and position. If an employee is promoted or re-classed into a different pay range which causes them to be placed at a lower step on the salary scale, the retention bonus will cease until the first year anniversary date after reaching the top step of the salary scale within their new salary range.
- 11.6 An employee who is not granted a merit increase or retention bonus, due to not meeting the job performance standard requirement, does not have the right to grieve the evaluation. However, they may appeal the substance of the evaluation either to the supervisor's reviewer or to the reviewer of the evaluation and/or the Executive Director. The employee should submit such an appeal, in writing, within thirty (30) days of receiving the performance evaluation. A merit increase or retention bonus may be given if LCOG determines the employee is meeting the job performance standard within six months of the review date.

11.7 An employee assigned to work in the capacity of a higher classification than their regular classification shall receive the salary of the higher classification or a one-step increase, whichever is higher, to which they are assigned after ten (10) calendar days in the assignment.

11.8 LCOG agrees to perform a salary survey, in partnership with the Union's elected bargaining team, of all SEIU-represented classifications to determine whether salaries are competitive with similar agencies. The new salary survey will be conducted using the following methodology:

The agencies to be surveyed are Oregon Cascades West Council of Governments, North West Senior and Disability Services, and the State of Oregon Aging and People with Disabilities. The survey shall determine the average salary for each classification among the three comparable agencies. The survey shall also factor the length of the competitive agencies' salary schedules and total compensation packages when calculating the average salary for each classification. Should the average for any classification be 3.5% or greater than that of the LCOG SEIU represented classification, LCOG shall adjust salaries for the classification by the percentage needed to make the salary equal to the average salary of the three agencies compared. The results of the survey shall be posted on the LCOG intranet. The survey shall be completed by December 31st of 2021 and implemented no later than January 1st of 2022. This process shall not result in any salary reduction.

11.9 Effective July 1, 2019, for each employee covered under this Agreement, LCOG shall contribute sixty-two dollars and fifty cents (\$62.50) per month (\$750.00/annually) toward each employee's paycheck. These funds may, at the employee's election, be contributed to the employee's deferred compensation benefit plan under Article 17.1 of this agreement, or retained as earnings. Furthermore, employees may elect to contribute these funds to the HRA/FSA provided in Article 16 of this Agreement, if they have not already reached the maximum contribution to these programs under law.

ARTICLE 12 – HOLIDAYS

12.1 All regular employees are entitled to the following paid holidays:

- New Year's Day—January 1
- Martin Luther King, Jr. Day—the third Monday in January
- Presidents' Day—the third Monday in February
- Memorial Day—the last Monday in May
- Independence Day—July 4
- Labor Day—the first Monday in September
- Veterans' Day—November 11
- Thanksgiving Day—the fourth Thursday in November
- The day after Thanksgiving
- Christmas Day—December 25
- The last working day before or after Christmas or New Year's, as designated by the Executive Director

- 12.2 Any recognized holiday occurring on a Sunday shall be observed on the following Monday, and any recognized holiday occurring on Saturday shall be observed on the preceding Friday.
- 12.3 If a holiday occurs during an employee's vacation or sick leave, the time shall not be charged to such leave.
- 12.4 Eligible employees shall receive eight (8) hours pay for each of the holidays listed above. Part-time employees shall receive holiday pay on a pro-rated basis. FLSA non-exempt employees who are required to work on a holiday will be paid at the rate of one and one-half (1.5) times the employee's hourly rate of pay for all hours worked on the holiday. Generally, if a holiday falls on an employee's regular day off, they shall be given an alternate day off. Such alternative day off will be scheduled with the employee's supervisor.

The notice requirement stated at Article 10.2(f) does not apply to subsections a., b., and c. below or to Section 12.5. When a full-time employee has been approved to work a flexible work schedule (pursuant to Article 10 above), the following additional rules shall apply:

- a. The holiday benefit for a full-time employee is eight (8) hours. For employees that work less than full time, the holiday benefit is pro-rated. If a holiday falls on a day when an employee is normally scheduled to work nine (9) or ten (10) hours, a full-time employee shall be granted eight (8) hours of holiday leave. The employee, with the supervisor's approval can choose to revert back to a five (5) day/eight (8) hour work week; use vacation leave, compensatory time, or leave without pay for the additional hours needed to complete the work day. Additionally, and with supervisory approval, an employee may flex the additional hours into the same workweek, as long as by doing so no overtime is incurred. If a holiday falls on a day in which the employee is scheduled to work only eight (8) hours, eight (8) hours of holiday pay shall be granted.
- b. If a holiday falls on a day in which the employee is regularly scheduled to be off, the employee will be granted another day during the workweek as a day off, given the following criteria are met:
- (1) The employee meets the hourly requirements for the rest of the workweek.
 - (2) Minimum staffing standards are met to assure adequate customer service.
 - (3) The employee must submit a holiday leave request for the additional day off.
 - (4) For those workers who complete intakes, the additional day off must not conflict with a scheduled intake appointment.
- c. If a holiday falls on a day in which the employee is regularly scheduled to be off and the criteria in section (b) above are not met;
- (1) Employees on a 4-10 schedule shall revert back to a five (5) day, eight (8) hour work schedule for the week in which the holiday occurs.

(2) Employees on a 9-80 schedule shall revert back to a five (5) day, eight (8) hour work schedule for both the week in which the holiday occurs, as well as for either the prior week or the following week, depending on whether the holiday occurs in the first or second week of the two-week 9-80 schedule.

12.5 In order to qualify for holiday pay, an employee must have worked the last scheduled workday before and the first scheduled workday after the holiday or have been on authorized leave with pay.

ARTICLE 13 – VACATION

13.1 All full-time employees are eligible to accrue vacation. Employees who work less than full time will accrue vacation leave on a prorated basis.

13.2 Vacation shall be accumulated at the following rates:
Months of Employment Hours of Vacation Accrued Per Month

0-12 (first year)	10.26 (15.39 days/year)
13-24 (second year)	11.00 (16.50 days/year)
25-36 (third year)	11.77 (17.61 days/year)
37-48 (fourth year)	12.43 (18.69 days/year)
49-60 (fifth year)	13.20 (19.80 days/year)
61-72 (sixth year)	13.97 (20.91 days/year)
73-84 (seventh year)	14.63 (21.99 days/year)
85-96 (eighth year)	15.40 (23.10 days/year)
97-108 (ninth year)	16.17 (24.21 days/year)
109-120 (tenth year)	16.83 (25.29 days/year)
121-132 (eleventh year)	17.15 (25.66 days/year)
133-144 (twelfth year)	17.37 (26.02 days/year)
145-156 (thirteenth year)	17.59 (26.38 days/year)
157-168 (fourteenth year)	17.81 (26.75 days/year)
169-180 (fifteenth year)	18.02 (27.09 days/year)
181-192 (sixteenth year)	18.34 (27.46 days/year)
193-204 (seventeenth year)	18.56 (27.82 days/year)
205-216 (eighteenth year)	18.78 (28.18 days/year)
217-228 (nineteenth year)	18.90 (28.38 days/year)
229-240 (twentieth year)	19.03 (28.59 days/year)
241-300 (20-25 years)	20.00 (30.00 days/year)
301 and over (25+ years)	23.34 (35.00 days/year)

13.3 Employees will accrue vacation on all hours worked and hours coded to paid leave in accordance with the schedule above. The accrual rates stated in Section 13.2 notwithstanding, vacation leave shall not accrue during periods of unpaid leave.

- 13.4 Upon termination, an employee shall be paid for all unused vacation leave accumulated to the date of termination at the employee's current salary rate up to a maximum total of three hundred and twenty (320) hours. In case of death, compensation for accrued vacation leave shall be paid to the beneficiary of the employee designated on a form available to the employees upon request at the Human Resources Department.
- 13.5 Vacation leave may be accumulated up to a maximum of four hundred and eighty (480) hours, unless the employee is requested to postpone taking leave or an employee requests postponement of leave and LCOG approves the request based on the determination that the efficiency of LCOG will not be impaired. Otherwise, accrual of vacation leave stops at 480 hours until the employee creates room for accrual of vacation leave to resume by using this leave. Pursuant to Article 13.4 above, upon termination, an employee will be paid for accumulated leave up to a maximum of three hundred and twenty (320) hours.
- 13.6 An employee shall provide advance notice of planned vacation leave by submitting a vacation request to their immediate manager or designee. Unless an employee is directed by LCOG to use a paper leave request form, a request is to be made electronically. An employee's immediate manager, or designee, is responsible for approving or denying the employee's vacation request within seven (7) calendar days of receipt of the request. The desires of employees shall be taken into consideration when considering vacation requests. Once a vacation request is approved it cannot be changed without the approval of the employee, unless the employee no longer has enough leave time available when the planned vacation dates arrive. If, before approved, vacation requests conflict and the matter cannot be resolved between the parties involved, the employee with the most seniority will be granted the time off, provided that the employee has not been given seniority preference for time off any other time within the last two (2) years. Upon receiving a vacation request, LCOG Management may notify SEIU employees of the opportunity to exercise their seniority preference for time off.

ARTICLE 14 – SICK LEAVE

- 14.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours for each full month of service, up to a maximum accrual of eleven hundred (1100) hours. Employees will accrue sick leave on all hours worked and hours coded to paid leave. Employees who work less than full time shall accrue sick leave on a prorated basis.
- 14.2 Sick leave may be used for any purpose listed in Appendix B.
- 14.3 Sick leave may be used per Appendix B, for a member of the employee's family. For the purpose of this Article, family member is defined as the employee's mother, mother in-law, father, father in-law, spouse, sister, sister in-law, brother, brother in-law, child, grandparents, grandchildren, aunt, uncle, niece, nephew, loco parentis or any person living in the employee's household. Family will also include domestic partner and the equivalent family relations, for employees who are in a qualifying domestic partner relationship pursuant to the LCOG policy on health insurance coverage.

- 14.4 If an employee on sick leave uses all their accrued sick leave time, the employee may request the use of vacation or flex-time or leave without pay.
- 14.5 For unanticipated needs that develop prior to the start time of the employee's work day, employees shall notify their managers of the need to use sick leave prior to the start of their shift, except for emergency situations. In the case of an emergency, the employee shall notify the manager as soon as possible. If possible, the employee shall include the anticipated duration of the sick leave requested.
- 14.6 For anticipated need for sick leave: If the need to use sick leave is foreseeable, the employee shall give their manager as many days of advance notice as they can. LCOG may not require more than ten (10) days' advance notice of the need to use sick leave-- though the employee may, at their own discretion, provide more than ten (10) days' advance notice.
- 14.7 Employees may have a maximum of fifty-six (56) hours of sick leave credited to their sick leave account upon the date of employment upon presentation of evidence from their previous employer certifying that the employee has fifty-six (56) hours of unused, non-reimbursed, accrued sick leave at the time of termination.
- 14.8 Medical Verification
LCOG may request medical verification under the following circumstances:
- a. After five (5) consecutive working days of absence due to use of sick leave.
 - b. In cases of frequent use of sick leave or when the pattern of sick leave usage indicates potential abuse of sick leave. LCOG may require such verification regardless of whether the employee has used sick leave for more than five (5) consecutive days.
 - c. If the need for sick time is foreseeable and is projected to last more than five (5) consecutive work days, LCOG may require that verification be provided before the sick time commences or as soon as otherwise practicable.
 - d. When requested, an employee must provide a medical release to return to work, along with information about any restrictions that may impact the employee's ability to perform their job.
 - e. LCOG may not require that the verification or release required under this Article explain the nature of the illness that necessitates the use of sick time.
 - f. LCOG shall pay the actual costs for obtaining LCOG requested medical verification or release under this Article, including lost wages, that are not paid under the health plan in which the employee is enrolled when obtaining medical verification or release requires an additional medical appointment outside of the employee's regular course of treatment.

ARTICLE 15 – OTHER LEAVES

- 15.1 Funeral Leave: When an employee actively participates in a funeral ceremony, they shall be granted funeral leave up to, but not to exceed, six (6) hours with pay. Time off due to such absence will not affect vacation or sick leave accrual. If more time is needed to fulfill such duties the employee shall be allowed to use accrued vacation leave and/or paid sick leave.
- 15.2 Bereavement Leave: In the event of a death of a family member, an employee may take up to five (5) working days as time off with pay to make arrangements and to attend services. Employees may use this time to discharge additional obligations such as, but not limited to, handling of estate issues, administrative issues and/or family matters. LCOG will act in accordance with State and Federal law. For the purposes of this article “family” shall include the employee’s or the employee’s spouse’s parent (includes one who stood in loco parentis), wife, child, husband, child’s spouse (includes a child for whom the employee stood in loco parentis), brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners or another member of the immediate household. Employees may also use accrued sick leave for bereavement purposes. The use of sick leave for bereavement purposes must be used within sixty (60) business days of the date the employee learns of the death of the family member.
- 15.3 Military or Peace Corps Service Leave: Leave of absence to undertake military or Peace Corps service shall be allowed as provided by State and Federal law.
- 15.4 Court Duty: An employee summoned for jury duty or served a subpoena to appear as a witness in cases before a court of law in which they are not a party or a Guardian Ad Litem, may be granted leave of absence not to exceed ninety (90) days (subject to extension) during the period of service. LCOG will pay full salary for the period of required service. All monies earned as a juror will be signed over to LCOG. For court events in cases in which the employee is a party to the proceeding or a Guardian Ad Litem, employees must use their own time or vacation leave.
- 15.5 Family Medical Leave: Employees will be granted family medical leave and parental leave in accordance with State and Federal law.
- 15.8 Leave without Pay: In addition to state and federally mandated unpaid leave, an employee may be granted a leave of absence without pay, at LCOG’s discretion.
- a. Leave without pay may be granted before the employee exhausts appropriate earned leave. An employee may choose to maintain forty (40) hours of vacation leave when all other leave is exhausted.
 - b. Leave without pay will not normally be granted for an employee who intends to use the leave to work for another employer or seek other employment.
 - c. LCOG must respond in writing to a request in writing for leave without pay within ten (10) working days.

- d. Leave accrual is subject to the limitations of Article 13.3. Accrual of seniority and of all other accrued paid leaves stops for leaves without pay of thirty (30) calendar days or more. Military leave, bereavement leave, or leaves due to injury or illness that produces an accepted Workers' Compensation claim shall not affect accrual rate of seniority or paid leaves.
- e. An employee on leave without pay must be in paid status a minimum of .5 FTE a month to qualify for LCOG-paid insurance. Employees on leave without pay may purchase health insurance at their own expense. Employees on Family Medical Leave or Oregon Family Leave Act will continue to have health insurance paid, in accordance with State and Federal law. Employees shall be obliged however to continue contributing their share of the premium in accordance with Article 16.
- f. Subject to the operational needs of LCOG, employees in the bargaining unit shall be granted a leave of absence without pay to work for the Union for a specified period of time. Requests shall be made with reasonable notice by the Union to the LCOG Executive Director or their designee. Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved.

15.9 Inclement Weather or Hazardous Conditions

- a. LCOG may close offices and/or curtail office hours because of inclement weather or hazardous conditions. LCOG will make the decisions and notify the flash alerts system no later than 6:00 a.m. the day of closure.
- b. Adverse Weather – When inclement weather or hazardous conditions are so adverse as to endanger the employees' safe travel to and from the work site, employees may elect not to come in or may delay their arrival and/or may arrange to leave early by notifying their managers. When an employee determines the need to alter their work schedule, the employee may opt to charge the absence to vacation, leave without pay or, if possible, an adjusted schedule not to exceed forty (40) hours per scheduled work week.
- c. Office Closure – When LCOG elects to close a work site due to inclement weather or hazardous conditions, employees not on pre-approved leave will be compensated for their regularly scheduled work hours by LCOG.

ARTICLE 16 – INSURANCE

16.1 Medical, Dental and Vision Insurance: Bargaining unit employees who are in paid status .5 FTE per month or more as a regular employee are eligible for medical, dental, and vision insurance.

- a. Employees will be covered by the Health Reimbursement Arrangement Plan (HRA) from July 1, 2019 through June 30, 2022 for those employees enrolled in a high deductible HRA-eligible plan.

Beginning January 1, 2020, all employees will contribute five percent (5%) of the monthly premium cost, up to a maximum of forty dollars (\$40) per month for employee-only coverage and up to a maximum of one hundred and twenty dollars (\$120) per month for employee-plus coverage.

- c. Insurance Committee. LCOG will maintain a joint labor-management insurance committee advisory in nature, charged with identifying the best available health insurance at the lowest cost to employees. The committee will be comprised of nine (9) members, five (5) of which will be members of the SEIU-represented bargaining unit and appointed by the Union. The Human Resources Department will provide staff support to the committee but will not be voting members.

The committee shall meet no later than January 15, 2020 in order to draft ground rules, select a chairperson, decide frequency and duration of meetings, and determine a decision-making process. The committee shall select advisors to help it understand all plan options available and recommend to LCOG a choice of health insurance broker, in conformity with Oregon public contracting laws. Consideration will be given to selection of health insurance plans, selection of health insurance providers, benefit design, communication with and education of covered employees.

The insurance committee will make a recommendation regarding health plans and other benefits to the Executive Director no later than August 15, 2020. If the Executive Director does not accept the committee's recommendation, the Executive Director shall meet with the committee to discuss rationale and engage in a collaborative discussion around alternatives and other options, allowing input from all committee members.

- d. For those employees enrolled in a high deductible HRA-eligible plan, after December 31, 2019, LCOG will fund the HRA for each employee enrolled in the plan with an annual contribution in a sum to be determined by the plan. The annual contribution shall be front loaded into the HRA on the first day of the month following this contract ratification and on the first day of the benefit year thereafter, or the first day of coverage for new hires. However, for employees who end their employment with LCOG before the end of the contribution year, a pro-rated portion of the employee's contribution, based on a monthly accrual of \$150/\$200 per month depending on level of coverage, is recoverable by LCOG.

- e. LCOG will designate a staff person and a backup contact person to serve as resources for employees regarding health insurance issues and HRA/FSA. The designated staff person and back up contact person will be posted on the LCOG Intranet. LCOG will schedule regular presentations and will provide the opportunity for individual staff consultations with representatives of the insurance provider and the third party administrator.
- 16.2 If the cost of insurance increases more than fifteen percent (15%) in any fiscal year, either party may open this Article to bargain plan component changes only in an effort to reduce costs. If LCOG's S&DS funding increases by at least ten (10%) percent, either party may open this article to negotiate health care costs.
- 16.3 Life, Accidental Death, and Dismemberment Insurance: LCOG shall pay for each regular employee LCOG's group term life, accidental death, and dismemberment insurance premium, which benefit shall be two (2) times the employee's annual salary, up to \$100,000.
- 16.4 Long-Term Disability Insurance: LCOG shall pay for each regular employee working twenty (20) hours or more per week for long-term disability insurance. The plan shall include a provision that the payments will begin ninety (90) calendar days after the commencement of the disability.

ARTICLE 17 – RETIREMENT

- 17.1 LCOG shall maintain a deferred compensation benefit plan for all regular employees working .5 FTE or more per month. The employer's contribution shall be sixty-two dollars and fifty cents (\$62.50) per month if the employee agrees to defer twenty-five dollars (\$25) or more per month.
- 17.2 LCOG shall participate in the Oregon Public Employees Retirement System (PERS). Bargaining unit employees will become PERS members after serving a waiting period of approximately six (6) months, as defined by PERS.
- 17.3 PERS requires two contributions for each eligible employee: an employer contribution on behalf of the employee and an employee contribution of six (6) percent of the employee's salary. LCOG will pay both the employer contribution and, on behalf of employees, will pay the six percent (6%) percent employee contribution to the employee's PERS member account, and/or Individual Account Program (IAP) as appropriate.
- 17.4 In the event that the Oregon State Legislature changes the contribution levels of PERS, either party may reopen this Article to bargain the impact of such change.

ARTICLE 18 – DISCIPLINE AND DISCHARGE

- 18.1 Unless otherwise warranted by circumstances, discipline shall follow the principles of progressive discipline, beginning with oral reprimand and proceeding to written reprimand, suspension, and discharge. Alternate forms of discipline may be used when deemed more appropriate. No employee who has completed the initial probation shall be disciplined or discharged except for just cause.
- a. Any disciplinary meeting shall be documented in writing and such documentation will be presented to the employee either at the time of the meeting, or as a follow-up communication within ten (10) working days from the initial meeting. This written document will clarify to the employee the Agency's expectations of their performance and the discipline to be imposed. This documentation shall also be sent to the Union within fourteen (14) calendar days of the employee's receipt of documentation required under this Article.
 - b. The Agency's expectations of the employee's performance, corrective actions needing to be addressed, types of support to be provided to the employee, will be given to the employee as a written document within a reasonable timeframe. In addition, management and the employee will agree on a specified timeframe to review progress made.
- 18.2 Employees will be notified of a complaint received against them within one (1) week of the receipt if an investigation will be conducted, unless to do so would compromise the investigation.
- 18.3 If LCOG determines that there is just cause for discharge, demotion, or suspension, then at least seven(7) calendar days prior to the effective date of the discipline, LCOG shall provide the employee with a written due process notice which includes the charges or allegations investigated, the disciplinary action being considered, the grounds for such action, and notice of the employee's right to respond either orally or in writing to the person taking the action prior to the effective date.
- 18.4 Upon the request of the employee, the employee shall be entitled to have Union representatives present during interviews and at any pre-disciplinary meeting. Additionally, up to one Steward trainee may also attend such meeting. The Steward trainee shall not take notes nor in any subsequent meeting, arbitration or process may the trainee attest to the content or substance of the meeting, whether orally or in writing. Only one Union Steward or Steward trainee shall be in paid time in such meetings.
- This opportunity for representation shall not unduly delay such interviews or meetings. This Section shall not apply to any interview or meeting with an employee in the normal course of work, counseling, coaching instruction, evaluation, or other routine contact with a manager. Such communications are not discipline and are not grievable.
- 18.5 If LCOG determines it is necessary to place an employee on administrative leave during an investigation or to give LCOG time to decide upon its contemplated action, that

administrative leave shall be with pay. Employees on administrative leave are nonetheless subject to the direction of their manager during their regular work schedule; they must be available by phone or email at the start of their regular schedule and at the end of their regular schedule. Employees will be available to report to work upon the instruction to do so.

- 18.6 LCOG shall conduct all disciplinary and discharge actions with discretion to ensure the employee's dignity, privacy, and confidentiality.
- 18.7 Throughout the entire discipline and discharge process, employees shall have access to Union representation, including on the day of termination.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 It is the intent of the parties to this Agreement that grievance be resolved informally and at the lowest level whenever possible. The purpose of this procedure is to solve grievances promptly and equitably.

Employees will not be subject to any adverse employment actions for raising good faith concerns.

- 19.2 **Grievance Defined.** A grievance shall be defined as a claimed violation of a specific provision or provisions of this Agreement that is not expressly excluded from the grievance and arbitration procedure. Under this procedure, both the Union and LCOG have the ability to present a grievance to the other, although the below procedure is written from the perspective of the Union submitting a grievance to LCOG. The settlement of a grievance by either party shall not constitute a precedent. An employee may be assisted or represented by representatives of the Union at any step in the grievance procedure. For purposes of computing time and observing time limits, all references to “day(s)” shall be considered calendar days.

Also see Article 18.3 for information around due process hearings; grievances related to a termination that has already occurred shall be presented at the level of Executive Director.

- 19.3 Grievances are processed as follows:

- a. Step 1: Pre-Grievance:

- 1. Employees may attempt to resolve workplace concerns with their manager. It is recommended that employees try to resolve the situation first with their immediate manager. If an employee is not satisfied with the decision, or the employee is uncomfortable discussing the issue with their immediate manager, the employee may approach the manager at the next level who has the authority to assist in resolution. If the employee chooses to not do the optional Step 1, Pre-Grievance, or the problem was not resolved, then the employee may progress to Step 2, Grievance. Employees are encouraged to

engage in this process but as it is not mandatory, employee may start with Step 2, Grievance.

2. The Employee may involve Union Stewards. If the employee, in consultation with Union Stewards, or the Union determines that the matter cannot be resolved informally, they may proceed to Step 2, below.
3. The Manager involved with Pre-Grievance shall have fourteen (14) calendar days to respond to the Employee's concern. This timeline may be extended by mutual agreement.

b. Step 2: Grievance

If the grievance affects a group of employees with more than one manager, the employees may choose to forego Steps 1 and 2 and proceed directly to Step 3, Advanced Grievance, within the prescribed time lines.

1. *(If Employee chooses to skip Step 1: Pre-Grievance)* A grievance may be filed within thirty (30) calendar days of the date the Employee or the Union knows or by reasonable diligence should have known of the alleged grievance. A written notice shall be filed with the manager, or program manager if that manager is involved, which includes a statement of the grievance, the relevant facts, the specific contract provisions in question, the remedy sought, the signature and date of the person submitting the grievance.
2. If the Employee's attempt to resolve the grievance informally through Step 1 Pre-Grievance is not resolved, the Employee may submit, within thirty (30) calendar days immediately following the date of management's response, a written notice to the next appropriate level of management which includes a statement of the grievance, the relevant facts, the specific contract provisions in question and the remedy sought.
3. The manager shall respond to the Employee in writing within fourteen (14) calendar days.

c. Step 3: Advanced Grievance

1. If the matter is not settled at Step 2 Grievance, the aggrieved Employee may file a written grievance to the next appropriate level of management within fourteen (14) calendar days of the receipt of the written decision of the manager in Step 2 Grievance. This step may be repeated, as needed, up to the level of Executive Director.
2. The grievance should contain the following information:
 - i. A precise statement of the facts upon which the complaint is based.

- ii. The results of previous attempts to resolve the complaint and why such results are unacceptable.
 - iii. The article or provision of the Agreement allegedly violated.
 - iv. The specific remedy sought.
 - v. The signature of the Employee(s) and/or union representative.
 - vi. The date the form was signed.
 - vii. Copies of any written decisions rendered at Step 2.
3. The Employee, or Union representatives, shall include copies (cc) to Human Resources and all managers involved. The Union Representatives may copy the Union's Member Resource Center.
 4. The appropriate manager shall meet with the Employee and/or Union representatives within fourteen (14) calendar days after the step 3 Advanced Grievance has been filed. The Employee and/or Union representatives may request that Union representatives be present at the meeting. The appropriate manager will render a written decision within fourteen (14) calendar days to the Employee, the Union representatives, and Human Resources.

d. Step 4: Optional Mediation

1. If the grievance remains unresolved after Step 3 Advanced Grievance procedure, and a decision has been issued by the Executive Director, either party may request the opportunity to resolve the matter through mediation. Such request must be made in writing within thirty (30) calendar days of the delivery of the final decision at Step 3, Advanced Grievance. The other party shall have fourteen (14) calendar days to respond to such request. If the parties mutually agree to engage in mediation, the time limits for submitting the grievance to arbitration shall be temporarily suspended while the parties attempt to resolve the matter through mediation.
2. If the parties agree to mediate the grievance, they shall jointly request a mediator from the Oregon State Conciliation Service of the Oregon Employment Relations Board. Its grievance mediation request form is at: <https://www.oregon.gov/erb/Documents/MediationReq-Form-Griev.pdf>.
3. Mediation expenses shall be shared equally by LCOG and the Union.

e. Step 5: Arbitration

1. If after mediation the grievance remains unresolved, absent an agreement to mediate the grievance, and after a decision has been issued by the Executive Director, the Union may submit the grievance to arbitration within thirty (30) calendar days of the conclusion of mediation (or from the delivery of the decision at Step 3 if the parties chose not to mediate the matter).

2. The parties will attempt to negotiate a mutual statement stipulating the issue to be submitted for arbitration.
3. A list of five (5) arbitrators shall be requested from the Employee Relations Board (ERB) and the parties shall alternately strike one name from the list until one is left. The order of striking shall be determined by lot and shall not require more than one day to complete each strike.
4. Neither LCOG, nor the Employee, nor the Union may submit any substantive new factual information in arbitration that was not presented previously in the preceding administrative steps. If, prior to the arbitration hearing, any party discovers evidence not previously discussed, the parties shall reconvene the resolution process at Step 3, Advanced Grievance. This meeting may not delay the arbitration hearing unless all parties mutually agree to delay it.
5. The arbitrator shall render a decision within thirty (30) calendar days. The powers of the arbitrator shall be limited to interpreting the Agreement and determining if it has been violated. They shall have no authority to alter, modify, vacate, or amend any terms of the Agreement, to decide on any condition which is not specifically treated in the Agreement, or to substitute their judgment for that of LCOG. The decision of the arbitrator shall be final and binding on all parties.
6. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. LCOG and the Union shall share equally in the cost of the arbitrator's fees, as well as the costs of the court reporter or stenographer (if requested by the arbitrator), and the cost of any transcripts furnished to the arbitrator. Each party shall be responsible for all costs of presenting their position to the arbitrator, including attorney fees.
7. The parties agree that the arbitrator shall retain jurisdiction over the grievance for up to sixty (60) days following delivery of the decision, to hear and decide any post-hearing matters.

19.4 The following general guidelines apply:

- a. A bargaining unit employee may be represented at any stage of this procedure by Union Stewards. Nothing in this Article shall preclude an employee from representing themselves at Steps 1, 2, and 3 of the grievance procedure, provided that the Union is notified by LCOG that a grievance has been filed and the time and place of all hearings. A matter shall be submitted to arbitration only by the Union or LCOG, and individual employees shall have no right under this agreement to proceed independently to arbitration if the Union has made a determination that the claim involved is without merit.

- b. No reprisals of any kind shall be taken by LCOG or any member of the administration, or by any Union member, Steward, or representative, against any participant in any grievance procedure by reason of such participation.
- c. Unless mutually agreed upon by the aggrieved employee and LCOG, meetings and hearings under this grievance procedure shall not be conducted in public. The hearings shall include only the Employee, the Employee's designated Union Steward or representative, mediator or arbitrator, witnesses, and LCOG representatives.
- d. A decision, rendered at any level, shall be in writing, setting forth the decision and the reason for it. That document shall be transmitted promptly to the Employee and to the Union Stewards or representatives, if the employee has involved Union Stewards or representatives.
- e. It is important that the grievance be processed as rapidly as possible. Specified time limits may, however, be extended by written and signed mutual Agreement between the employee, the Union Stewards or representatives, and the Executive Director or designee. If the grievance is not submitted by the Union or the employee within the time limit established by these procedures or advanced to the next step within the time limits stated to advance it, the grievance shall become void. If an LCOG representative fails to respond to a procedural step within established time lines, the employee may proceed to the next step of this process within the specified time lines.
- f. LCOG and the SEIU shall together develop a grievance form that permits the Employee to state and advance their grievances and a response form that permits LCOG to respond thereto at each of the four steps set forth in this Article.
- g. LCOG shall make grievance forms available to employees on its intranet.

19.5 The parties agree that this Agreement and its provisions are to be enforced solely through the grievance procedure or as otherwise expressly specified in this Article.

ARTICLE 20 – HEALTH AND SAFETY

LCOG acknowledges an obligation to provide a safe work place for its employees and agrees to do so in accordance with any and all applicable local, State, and Federal laws pertaining to health and safety. A Labor/Management Safety Committee will be maintained to discuss issues of mutual concern and make recommendations to the Executive Director regarding the safety of LCOG employees. Two (2) representatives of the bargaining unit will be allowed to participate on the committee. Employees participating on the Committee shall do so without loss of pay.

ARTICLE 21 – WORKERS’ COMPENSATION

- 21.1 When an employee is injured on-the-job, they are eligible to file a workers’ compensation claim for benefits through the Workers’ Compensation Program in accordance with State law. Claim forms are available on the LCOG intranet.
- 21.2 Employees may use sick leave accrual to supplement the employee’s time loss income up to the level of their normal take home pay until such leave is exhausted. Employees who have exhausted sick leave may next use vacation or leave to supplement the time loss income up to but no higher than the employee’s normal take-home pay at the time the claim is filed.

ARTICLE 22 – FILLING OF POSITIONS

- 22.1 Consistent with LCOG’s Affirmative Action Plan and except as required by Oregon’s Veteran’s Preference law, positions will be filled based on merit principles with a commitment to upward mobility for bargaining unit members. In filling of positions, LCOG recognizes the value of employees’ years of service and experience.
- 22.2 Notice of all vacancies to be filled within S&DS, including limited duration appointments, shall be emailed to all bargaining unit members and posted on LCOG’s intranet for five (5) working days prior to the filling of such vacancies. The notice shall include the following information:
- a) Title of the open position
 - b) Brief description of duties and work to be performed (position description attached)
 - c) Pay range
 - d) Minimum qualifications for employment
 - e) How to file an application (when, where, with whom)
 - f) Location of the position

In order to consider bargaining unit members’ continuous service within LCOG, all members of the bargaining unit may apply for any newly created position, existing vacant position, or newly classified position.

After posting for five (5) working days, the position may be posted externally.

- 22.3 Lateral Transfers, Promotions and Demotions.

In the event of a vacancy in a position that LCOG decides to fill, an employee in the same classification with the most seniority (per Article 8) who requests a lateral transfer to the vacant position shall be offered the position, provided that employee meets the performance standards required for their classification and position at the time of the request to transfer. Lateral vacancies will be emailed to all S&DS staff. Interested (lateral) staff will be permitted three (3) business days to request a lateral transfer. In the event multiple staff with equal seniority request to transfer laterally, a decision will be made

based on merit principles with a commitment to upward mobility for bargaining unit members, recognizing the value of employees' years of service and experience.

If no employee in the relevant classification requests a lateral transfer to the vacant position, then next consideration shall be given to bargaining unit employees who apply for that position, by seniority. Next consideration does not obligate the Employer to hire that person.

No worker shall be required to transfer to another office unless the current office is being closed down and/or another office is opened. If the current office is being closed down and/or another office is opened, positions will be filled first by volunteers in order of seniority. If not enough employees volunteer, then LCOG agrees to make a good faith effort to fill the remaining positions by reverse seniority within the context of procedural, operational and staffing needs.

A workload transition period of three (3) weeks shall be provided for any employee who is promoted or selected for a lateral transfer. The employee and management will prepare a workload transition plan within five (5) business days of the employee accepting the new position, unless another timeframe is mutually agreed upon. The workload transition plan shall be completed within three (3) weeks of the employee's acceptance of the workload transition plan. Training for the new position may go beyond the three (3) week workload transition period. The probationary period for any employee who is promoted shall begin at the conclusion of the three (3) week workload transition plan.

- 22.4 Employees who apply for a position, but are not hired, will be informed in writing. Employees not hired may request and shall receive within a reasonable time a written explanation or reason for the denial of the position. The employee may also request a meeting with the manager filling the position to ask what education, training or other skills might improve the employee's chances of transfer or promotion in the future. Written notices and feedback given in discussions under this section are not disciplinary nor are they grievable.
- 22.5 Rate of Pay upon Promotion. An Employee who is promoted shall be given an increase equal to at least one step (in percentage amount) as soon as any new duties are assigned.
- 22.6 Short Term Assignments. A short-term assignment may be used for the purpose of meeting nonrecurring or short term workload needs. Opportunities for short term assignments shall be emailed to all bargaining unit employees who are currently working within the classification of the short term assignment. Any qualified employee may express interest in the assignment, and the assignment shall be made by management, considering skills, experience and qualifications.

An employee may ask in writing for hardship consideration to not accept the assignment. Any employee who does not volunteer or who requests hardship consideration shall not be subject to disciplinary action or retaliation.

Any employee working in a short-term assignment shall have their regular ongoing workload reduced proportionately in order to ensure equitable distribution of workload.

22.7 Limited Duration Positions

A limited duration appointment may be used when uncertain or limited funding, i.e., grant-funded, contract, award or legislative funding for a specific project, become available to LCOG, or to provide coverage for an employee or employees on extended leave(s) of absence or temporary reduction(s) in FTE. A limited duration appointment shall not exceed two (2) years in length.

Newly-hired Limited Duration Employees

- (a) A newly-hired limited duration employee shall be covered by the collective bargaining agreement, with the exclusion of lay-off rights at the end of the assignment.
- (b) The newly hired employee will be on probation according to Article 9.

Current Employees Hired into Limited Duration Positions

- (a) A current employee who moves from regular status to a limited duration position shall be entitled to all the rights of the current collective bargaining agreement which includes but is not limited to: return rights to the previous position, layoff rights of the collective bargaining agreement, performance appraisal date and merit increase consistent with the original position, continuance of seniority accrual;
- (b) If the limited duration position represents a promotion for the employee, promotional probation will be entered into, as outlined in Article 9.
- (c) When the limited duration position comes to an end, the employee has return rights back to their original position, and will return to the salary range and step the employee would be on had there been no limited duration position;
- (d) Limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

Conditions

A person accepting a limited duration position shall be notified of the conditions of the position and acknowledge in writing that they accept that position under these conditions. Such notification shall include the following:

- (a) That the position is of limited duration.
- (b) That the position may cease at any time.
- (c) Those employees who accept limited duration positions, who were not formerly classified employees, shall have no layoff rights.
- (d) That in all other respects, current employees who accept a limited duration position have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

ARTICLE 23 – RECLASSIFICATION

- 23.1 LCOG reserves the right to eliminate classifications or establish new classifications within the bargaining unit with notice to the Union. LCOG shall provide written notification to the Union when a new classification is established if LCOG determines that the classification is appropriately within the bargaining unit represented by the Union. This notification shall include the new title, description, and the proposed salary range for the classification. There will be a 14-day period after the written notice has been given in which the Union may ask in writing, to negotiate increases regarding the salary range, if necessary. Such negotiation shall be governed by ORS 243.698 – Expedited Bargaining Process. If the Union has not objected to the proposed range within the 14-day period, it will be implemented.
- 23.2 Reclassification of positions to a higher or lower salary range may be initiated by management, a supervisor, or an employee. The Union will be notified of all position reclassifications of bargaining unit positions.
- 23.3 LCOG shall provide written notification to the Union when reclassifying a position. This notification shall include: name, salary range, job title and position description. There will be a 14-day period after the written notice has been given in which the Union may deliver to LCOG a written demand to bargain the pay and any other mandatory impacts of the reclassification. The reclassification will be implemented if the Union has not objected within the 14-day period.
- 23.4 Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:
- (a) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by LCOG;
 - (b) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
 - (c) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by LCOG.
- 23.5 Employees may request reclassification by submitting a written explanation of the request, their position description, and all other relevant evidence for the proposed reclassification to LCOG Human Resources. Within sixty (60) days, unless otherwise mutually agreed in writing, LCOG shall review the merits of the request based on the substantive difference in duties as listed in the position descriptions. The Union shall be entitled during the sixty (60) day review period and prior to the issuance of LCOG’s decision to meet with LCOG or to present further written arguments in support of the request. LCOG will notify the employee of its decision and provide a written copy of the decision. Should the duties of the position support reclassification, LCOG shall make a determination whether to approve

reclassification or remove selected duties within one-hundred twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.

23.6 **Reclassification Up.**

- (a) Reclassification upward is a change in classification of a position by raising it to a higher classification.
- (b) If the reclassification is approved, the effective date shall be the first of the month following the month in which the reclassification request was received by LCOG. The employee will receive a lump sum payment for the difference the current salary rate, including work out-of-classification pay if any and the proposed salary rate, for the time period beginning with the first of the month following the month in which the reclassification request was received by LCOG.
- (c) Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall be placed at the step of the new salary range that is closest to the employee's previous salary without the employee seeing a reduction. At the discretion of LCOG, the salary eligibility date (annual review) may, in either case, remain the same or be established twelve (12) months thereafter.

If the reclassification upward is approved, LCOG may cease paying work out-of-classification pay or adjust the effective date of the reclassification to avoid overpayment of any work out-of-classification pay received by the employee.

- (d) If a reclassification request is approved and LCOG decides to remove selected duties to be consistent with its current classification, the employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-classification pay if any and the proposed salary rate, for the time period beginning the first of the month following the month in which the reclassification request was received by LCOG to the date the duties were removed.

23.7 **Reclassification Down.**

- (a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification and does not include "demotions" under Article 22.3.
- (b) LCOG shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the employee in writing of the action, including the specific reasons and the position description used for the action.
- (c) If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range.

If the employee's rate of pay is within the new salary range but not at a corresponding salary step (ie: between steps), the employee's salary shall be maintained at the next whole step within the new salary range.

- 23.7 Negotiation and disputes appealing reclassification decisions shall be governed by ORS 243.698 – Expedited Bargaining Process.

ARTICLE 24 – JOB SHARE

1. Definition of Job Share - “Job sharing position” means a full-time (1.0 FTE) represented position that may be held by more than one (1) employee on a shared time basis, whereby the one employee works at least .4 FTE (16 hours a week) and the other employee works the remainder of the FTE to equal 1.0 FTE. LCOG will not approve any requests for a job share that involve either employee working less than .4 FTE and no 0.5 / 0.5 FTE splits will be approved.
2. Requesting a Job Share – Job sharing is a voluntary program. A job share may be requested by any two employees of the same job classification who wish to share job duties. An employee who has not identified the person to fill the other half of the job share can also submit a request to job share and indicate the FTE (minimum .4 FTE) that they would like to work.
3. Approval – All requests are to be in writing and addressed to the Unit Manager of the position to be shared. The Unit Manager will review the request and make a recommendation to the Program Manager. If the Program Manager's recommendation is to approve the job share request, the request will be forwarded to the Division Director for final approval. A written response regarding the disposition of the request will be given within thirty (30) calendar days of the receipt of the request by the Division Director. If the request is granted, and one part of the shared position needs to be filled, then LCOG shall post the job share position internally for no less than 5 working days. Any bargaining unit employee who occupies, or has previously occupied, a position in the classification will be considered for the job share. If more than one employee applies for the job share, the decision to fill the vacancy will be made by LCOG. Where employees applying are equal in performance, fitness and job skills, LCOG agrees to fill the position by seniority. If no one is selected by LCOG, then the job share position may be posted internally and then externally at LCOG's discretion.

LCOG reserves the right to limit the number of job share approvals at any time. LCOG reserves the right to assign tasks and job duties to the employees occupying the job share position. The decision reached on a job share request is not grievable.

4. Equipment and Schedules - Employees requesting a job share must be willing to overlap work schedules to accommodate unit meetings and other events or meetings as assigned by the manager. Additionally, employees seeking approval must be willing to share a docking station, phone, desk and accompanying equipment. Employees who go out into the field will be assigned individual laptops. Requests should include proposed work schedules.

5. Benefits - Job share employees will accrue vacation, sick and holiday leave prorated in accordance with the hours worked.

Employees will retain their employee performance review dates.

Benefits paid by LCOG based on a percentage of salary (PERS, for example) will continue to be paid based on the same percentage.

6. Ending a Job Share - If one of the employees occupying a job share position leaves the position for any reason (resignation, retirement, termination, promotion or transfer to another position, etc.), the remaining job share employee shall be given twenty (20) working days to decide whether to continue in the position full-time or continue the job share. If the employee chooses to continue the job share, the employee may submit a new proposal with a new job share partner or request that the position be posted according to article 3 above.
7. Revoking a Job Share - LCOG reserves the right to revoke a job share approval at any time. Employees holding a job share position will be given a minimum of twenty (20) working days' notice of the change, after which Article 8 (Seniority) applies.
8. All current job shares in effect as of July 1, 2016 shall remain in effect and now be covered by this article.

ARTICLE 25 – LABOR MANAGEMENT COMMITTEE

In recognition of the benefits of ongoing communication and collaboration, a joint Labor-Management Committee has been established. The Labor/Management Committee will consist of up to five (5) bargaining unit representatives, one (1) SEIU Local 503, OPEU representative to be appointed by the Union and up to six (6) Employer representatives appointed by LCOG.

In order to facilitate communication between the parties, the committee shall meet regularly, at least once a calendar quarter or when mutually agreed upon by all parties. LCOG/SEIU employees appointed to the Labor/Management Committee shall be in pay status during time spent in committee meetings.

Labor-Management Committee meetings are a non-bargaining forum; its members do not have the authority to bargain on behalf of LCOG or the Union. The Committee shall not have power to contravene any provision of the Collective Bargaining Agreement. Unless otherwise provided, no discussion or review of any matter by the Committee shall forfeit or affect the time frames related to the grievance procedure. The activities and results of the Labor/Management Committee shall not be cited as precedent setting unless mutually agreed upon by all parties.

Meeting minutes shall be drafted by Union representatives, signed by representatives of both the Union and LCOG, and then posted on the Union Bulletin Board no later than ten (10) days after the meeting.

ARTICLE 26 – STANDARDS OF WORK

1. LCOG agrees it has the responsibility to advocate for seniors and people with disabilities and to provide to them quality services and information that promotes dignity, independence and choice.
2. LCOG shall provide clearly defined roles, accurate, and up-to-date job descriptions for all bargaining unit employees. LCOG shall develop a defined metric for assessing knowledge, skills, quality of work and improvement for each program, to ensure employees receive consistent, pertinent training.
3. LCOG, in consultation with the Union, shall establish a check list of agency administrative/operational knowledge needed by all new hires. Employees and their managers shall sign and date each training checklist item as that training is completed.
4. Pursuant to Article 27.3(c), if an employee and the employee's manager identify a need and opportunity for continuing education and in order to improve job knowledge and performance, LCOG shall provide time each month for such training, as appropriate based on the needs identified jointly by the employee and the employee's manager, with consideration of available resources. Employees shall request time for continuing education through LCOG's electronic system for tracking purposes.
5. Workload Prioritization. Any employee may request assistance from his/her manager in establishing or adjusting priorities in order to carry out his/her work assignment. The manager will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing and the manager will respond accordingly in a timely manner.
6. The Union shall be permitted to conduct Exit Interviews with leaving bargaining unit members.
7. LCOG and the Union both recognize the importance and value of employees participating in committee work. In pursuit of this joint purpose, LCOG and the Union shall collaborate to establish committee position descriptions, clearly defined tasks, leadership structure, goals, and outcomes so that the work of the committees is effective. Only committees that collaborate with LCOG and the Union to establish such descriptions, structure, goals, and outcomes described above shall be recognized.

ARTICLE 27 - CAREER DEVELOPMENT

- 27.1 LCOG shall reimburse regular employees for one half (1/2) the amount of tuition for courses (lectures and classes) determined by LCOG to be directly related to the employee's work, conducted outside the employee's regular working hours or, in extraordinary cases, during working hours, provided that the following conditions are met:

- a. Funds for such expenditures are available in the current budget and the employee is a regular employee;
- b. The employee has made application for approval of the course and tuition reimbursement at least two (2) weeks prior to the registration date of such course, if possible;
- c. The manager provides assurance that any time taken off from work will not impair LCOG and program operations;
- d. The employee submits verification of satisfactory completion of the course;
- e. The employee is not receiving reimbursement for tuition from any other source;
- f. Normally, the cost of textbooks and technical publications required for such courses shall be the responsibility of the employee. If LCOG approves the purchase of any textbooks and publications for such courses, said textbooks and publications shall become the property of LCOG;
- g. The application of funds for tuition reimbursement shall be limited by the principle of fair distribution of available budgeted funds among employees, not limited to the number of course hours or courses taken by an individual employee, so long as they do not interfere with the employee's job performance and qualify as tax exempt under current IRS rules;
- h. Opportunities are provided on a reasonable rotation basis among employees to assure equal access to learning experience within LCOG budget constraints; and
- i. Time off with pay shall be allowed, and an employee shall be reimbursed for the expense of attending conferences or conventions when attendance is on an assigned LCOG business basis.

27.2 LCOG shall pay up to one hundred dollars (\$100) toward the membership of an employee in a professional society approved by the Executive Director.

27.3 Job Rotation/Developmental Opportunities

An Employee may request and LCOG may provide rotation/developmental opportunities by written agreement with employees who have the approval of their manager based on the operational needs of the agency or their work unit. The written agreement will include the duties, hours of work, and length of the assignment. There will be an internal process for these positions, consistent with Article 22 (filling of positions), before any external recruitment takes place. Employees selected for these positions will maintain all the rights and privileges they had in their regular status position. A job rotation or developmental opportunity shall not exceed two (2) years in length. Any person who accepts a job rotation or developmental opportunity has return rights to their previous position at the end

of the assignment. No change in the performance appraisal date or merit increase date changes as a result of accepting a job rotation or developmental opportunity.

(a) Job Rotation: In order to qualify for a job rotation, an employee must meet the minimum qualification for the classification in which the position resides. If the person selected for the job rotation is coming from a higher classification, they will retain their current rate of pay. If the person selected for the job rotation is coming from a lower classification, they go over to the higher salary range and one step up from their current position, or go to step one in the new salary range, and go on promotional probation as outlined in the collective bargaining agreement.

(b) Developmental Opportunity: In order to qualify for a developmental opportunity, an employee must be able to achieve the minimum qualification of the position within the timeframe of the developmental opportunity. The person accepting the developmental opportunity will remain at their current level of pay. There will be no change in the performance appraisal date.

(c) Personal Development: If an employee and the employee's supervisor identify opportunities for growth and development (such as manager training) relating to identified career goals and committee work, the employee may submit a proposal to the Deputy Director and Division Director to have such training qualify as "directly related" to job requirements, which may be approved as "paid time" per LCOG Policy Manual Section 4.04, subject to the criteria as outlined in 27.1.

27.4 Additional Personal Development Trainings. Bargaining Unit Employees may request in advance to use paid vacation leave, and that request shall not be unreasonably denied, to attend trainings, provided the employee works with their supervisor to arrange coverage while they are out of the office.

ARTICLE 28 – PERSONNEL FILES

28.1 LCOG shall maintain personnel records in the Human Resources Department. Upon request, each employee or their Union Representative as authorized by the employee in writing, shall have the right, with reasonable notice to LCOG, to review their personnel files, during normal working hours. The employee may have a copy of any information in the personnel file. Employees shall not be charged for their first request for copies of material from the personnel file. Thereafter, LCOG may charge a reasonable fee for duplication.

28.2 Each employee shall read and sign any derogatory material that is placed in their personnel file. Signing does not necessarily indicate agreement. Material of a derogatory nature signed by the employee shall bear the following statement next to the signature line:

“Signing does not necessarily indicate agreement.”

28.3 Employees shall have the right to submit rebuttal material to any derogatory material contained in their personnel file. LCOG will remove written reprimands from an employee's personnel file three (3) years after the reprimand was issued, so long as no other related disciplinary actions occur within that time period.

ARTICLE 29 – EXISTING CONDITIONS AND SAVINGS CLAUSE

29.1 Nothing in this Agreement is intended to restrict the right of LCOG to adopt, change, or modify reasonable work rules or procedures necessary for the safe, orderly, and efficient operation of the agency. To the extent that any proposed changes in work rules or working conditions consist of or affect mandatory subjects of bargaining, LCOG agrees to notify the Union of the changes and, upon demand, to collectively bargain the mandatory negotiable aspects of the change in accordance with Oregon Expedited Bargaining statute and Employment Relations Board rulings.

29.2 If any provision of this Agreement is held to be unlawful or unenforceable by any tribunal of competent jurisdiction, or by operation of law, or if either party is unable to perform any provision of this Agreement, such decision, operation of law or inability to perform shall only apply to the specific provision affected. Upon request by either party, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision, if possible.

ARTICLE 30 – TERM OF AGREEMENT

30.1 This Agreement shall become effective when it is signed by both parties, and shall remain in effect to and including June 30, 2022 except where otherwise specified in this Agreement.

30.2 This Agreement shall continue in effect from year to year thereafter, unless one party gives notice in writing to the other party of its desire to modify the Agreement. The notice must be given to the other party in writing and delivered no later than January 15 of the year of the expiration of this Agreement.


30.3 The parties shall commence negotiations within thirty (30) days after the notice is delivered or on a mutually agreeable date.

30.4 LCOG management and the Union bargaining committee members acknowledge this negotiated agreement: each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, LCOG and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or


signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to LCOG's direction and control, except as required by the Oregon Public Employee Collective Bargaining Act.

Executed this day 14 of January 2019, in Eugene, Oregon.


For Lane Council of Governments



Brenda S. Wilson, Executive Director

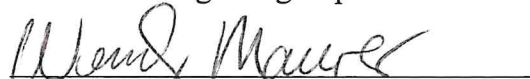
For the Service Employees International
Union Local 503, Oregon Public
Employees Union



Melissa Unger, Executive Director
SEIU Local 503, OPEU

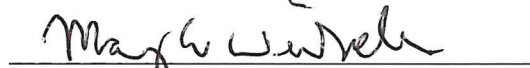
NA
Twila Jacobsen
Collective Bargaining Representative



Sarah Johnnes
Collective Bargaining Representative



Brenda Lattion
Collective Bargaining Representative


Wendy Maurer
Collective Bargaining Representative


Michelle Slayter
Collective Bargaining Representative


Terry Tanton
Collective Bargaining Representative


Mary Winkeler
Collective Bargaining Representative


Madison Hibler, Chief Negotiator
SEIU Local 503, OPEU

**APPENDIX A – CLASSIFICATION LIST AND SALARY RANGES
2019-2022**

SENIOR AND DISABILITY SERVICES DIVISION

CLASSIFICATION	SALARY RANGE
Administrative Aide III	5
Administrative Support Specialist	6
Administrative Aide IV	8
Satellite Office Administrative Assistant	8
Case Manager Assistant	8
APS Support	8
Background Check Specialist	10
Licensing and Monitoring Assistant	10
Home Care Worker Specialist	10
Administrative Support Coordinator	11
Eligibility Specialist	11.29
MMA Specialist	11.29
ADRC Specialist	11.39
Program Coordinator	14.92
Case Manager	14.92
Senior Connections Area Coordinator	14.92
STEPS Coordinator	14.92
Program Coordinator	14.92
Veteran Benefit Specialist	14.92
Licensing and Monitoring Specialist	15.86
Transition and Diversion	17.06
Adult Protective Services Specialist	17.27
ADRC Lead Worker/Community Outreach Coordinator	17.92
Case Manager – Lead Worker	17.92
Case Manager – Hospital	17.92
Eligibility Specialist – Lead Worker	17.92
Staff Development and Quality Assurance Lead	17.92
Administrative Data & Projects Coordinator	17.92
PAS Screener	20.06
Adult Protective Services Specialist – Lead Worker	20.27

All bilingual positions are one Range (3.5%) above the regular position.

APPENDIX B - PERMISSIBLE USE OF SICK TIME

Employees are entitled to use paid sick time under Article 14 of this Agreement for the following purposes:

- For an employee's or family member's mental or physical illness, injury or health condition or need for medical diagnosis of these conditions or need for preventive medical care.
- To care for an infant or newly adopted child under 18, or for a newly placed foster child under 18, or for a child over 18 if the child is incapable of self-care because of mental or physical disability.
- To care for a family member with a serious health condition.
- To recover from or seek treatment for a serious health condition that renders the employee unable to perform at least one of the essential functions of the employee's job.
- To care for a child of the employee who is suffering from a non-serious illness, injury or condition.
- To deal with the death of a family member by attending the funeral or alternative, making arrangements necessitated by the death of a family member, or grieving the death of a family member.
- To seek medical treatment, legal or law enforcement assistance, remedies to ensure health and safety, or to obtain other services related to domestic violence, sexual assault, harassment or stalking incidents to the employee or employee's minor child or dependent.
- For certain public health emergencies including closure by a public official of the employee's place of business, school or place of care of the employee's child, or a determination by a public health authority or health care provider that the presence of the employee or a family member presents a health risk to others.

APPENDIX C – SALARY SCHEDULES

SEIU Salary Schedule

Effective 7/1/2019

STEP

Range	1	2	3	4	5	6	7	8	9	10
1.00	13.66	14.14	14.63	15.14	15.67	16.22	16.79	17.38	17.99	18.62
2.00	14.14	14.63	15.14	15.67	16.22	16.79	17.38	17.99	18.62	19.27
3.00	14.63	15.14	15.67	16.22	16.79	17.38	17.99	18.62	19.27	19.94
4.00	15.14	15.67	16.22	16.79	17.38	17.99	18.62	19.27	19.94	20.64
5.00	15.67	16.22	16.79	17.38	17.99	18.62	19.27	19.94	20.64	21.36
6.00	16.22	16.79	17.38	17.99	18.62	19.27	19.94	20.64	21.36	22.11
6.00	16.22	16.79	17.38	17.99	18.62	19.27	19.94	20.64	21.36	22.11
7.00	16.79	17.38	17.99	18.62	19.27	19.94	20.64	21.36	22.11	22.88
8.00	17.38	17.99	18.62	19.27	19.94	20.64	21.36	22.11	22.88	23.68
8.00	17.38	17.99	18.62	19.27	19.94	20.64	21.36	22.11	22.88	23.68
8.00	17.38	17.99	18.62	19.27	19.94	20.64	21.36	22.11	22.88	23.68
9.00	17.99	18.62	19.27	19.94	20.64	21.36	22.11	22.88	23.68	24.51
10.00	18.62	19.27	19.94	20.64	21.36	22.11	22.88	23.68	24.51	25.37
10.00	18.62	19.27	19.94	20.64	21.36	22.11	22.88	23.68	24.51	25.37
11.00	19.27	19.94	20.64	21.36	22.11	22.88	23.68	24.51	25.37	26.26
11.29	19.46	20.14	20.85	21.58	22.33	23.11	23.92	24.76	25.63	26.52
11.39	19.53	20.21	20.92	21.65	22.41	23.20	24.01	24.85	25.72	26.62
12.00	19.94	20.64	21.36	22.11	22.88	23.68	24.51	25.37	26.26	27.18
12.29	20.14	20.85	21.58	22.33	23.11	23.92	24.76	25.63	26.52	27.45
13.00	20.64	21.36	22.11	22.88	23.68	24.51	25.37	26.26	27.18	28.13
14.00	21.36	22.11	22.88	23.68	24.51	25.37	26.26	27.18	28.13	29.11
14.92	22.05	22.82	23.62	24.45	25.30	26.19	27.10	28.05	29.03	30.05
15.00	22.11	22.88	23.68	24.51	25.37	26.26	27.18	28.13	29.11	30.13
15.86	22.77	23.57	24.40	25.25	26.13	27.05	28.00	28.98	29.99	31.04
15.92	22.82	23.62	24.45	25.30	26.19	27.10	28.05	29.03	30.05	31.10
16.00	22.88	23.68	24.51	25.37	26.26	27.18	28.13	29.11	30.13	31.19
17.00	23.68	24.51	25.37	26.26	27.18	28.13	29.11	30.13	31.19	32.28
17.06	23.73	24.56	25.42	26.31	27.23	28.19	29.17	30.20	31.25	32.35
17.27	23.91	24.74	25.61	26.51	27.43	28.39	29.39	30.42	31.48	32.58
17.92	24.45	25.30	26.19	27.10	28.05	29.03	30.05	31.10	32.19	33.32
18.00	24.51	25.37	26.26	27.18	28.13	29.11	30.13	31.19	32.28	33.41
18.27	24.74	25.61	26.51	27.43	28.39	29.39	30.42	31.48	32.58	33.72
18.92	25.30	26.19	27.10	28.05	29.03	30.05	31.10	32.19	33.32	34.48
19.00	25.37	26.26	27.18	28.13	29.11	30.13	31.19	32.28	33.41	34.58
20.00	26.26	27.18	28.13	29.11	30.13	31.19	32.28	33.41	34.58	35.79
20.06	26.31	27.23	28.19	29.17	30.20	31.25	32.35	33.48	34.65	35.86
20.27	26.51	27.43	28.39	29.39	30.42	31.48	32.58	33.72	34.90	36.13
21.00	27.18	28.13	29.11	30.13	31.19	32.28	33.41	34.58	35.79	37.04
22.00	28.13	29.11	30.13	31.19	32.28	33.41	34.58	35.79	37.04	38.34
23.00	29.11	30.13	31.19	32.28	33.41	34.58	35.79	37.04	38.34	39.68

NOTE: The number displayed is a rounded number.

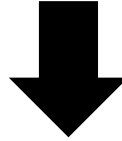
* Schedule reflects a 2.00% COLA effective 7/1/19

Appendix D – Article 19 Grievance Procedure Flow Chart

Step 1: Pre-Grievance (Optional)

Employee attempts to resolve concern informally with their direct manager. If employee is uncomfortable discussing the issue with their immediate manager, they may approach the next level manager who could help resolve the problem. Manager has 14 calendar day to respond.

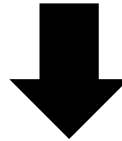
Union Stewards
can be involved
in any step.



If Grievance affects a group of employees with more than one manager, start with Step 3: Advanced

Step 2: Grievance

Within 30 calendar days of alleged grievance or manager's response if Step 1: Pre-Grievance is used, employee/steward files written notice with manager, or program manager if involved, including statement of the grievance, facts, specific contract provisions, remedy, and the signature and date of the person submitting grievance. The manager has 14 calendar days to respond.



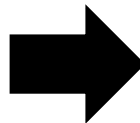
Step 3: Advanced Grievance

Within 14 calendar days of manager's response in Step 2, employee/steward files written notice with next appropriate level of management, including precise statement of facts, previous attempts to resolve the issue and why the result are unacceptable, article or contract provision allegedly violated, specific remedy, signature, date and copies of any written decisions in Step 2. Human Resources and all managers involved get copied (cc) on grievance. Manager has 14 calendar days to meet employee/steward and 14 calendar days to respond. This step may be repeated up to the level of Executive Director.



Step 4: Optional Mediation

If grievance remains unresolved after Step 3 and Executive Director has issued a decision, either party may request to resolve the issue through mediation within 30 calendar days. The other party has 14 days to respond to that request. If parties agree to mediation, they will jointly pick a mediator. When using Step 4: Optional Mediation, timelines will be temporarily suspended for Step 5: Arbitration.



Step 5: Arbitration

Within 30 calendar days of the completion of mediation or of the delivery of the Step 3 decision from the Executive Director, the Union can submit an unresolved grievance to arbitration. Both Union and Management will work to draft a mutual statement of the issue submitted to arbitration. An arbitrator is picked by alternating striking names from a list of 5. The arbitrator has 30 calendar days to render a decision.