



# Board of Directors Meeting Packet

October 23, 2025  
9:30 am - 11:30 am

Attend In Person at

Albany Cascades West Center  
1400 Queen Ave SE, Albany, OR 97322

Or Attend Virtually:

[Click to Join Teams Meeting](#)

**Next Board of Directors  
Meeting: December 4, 2025  
at 2:00 pm**

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*OCWCOG strives to host inclusive, accessible events that enable all individuals, including individuals with disabilities, to engage fully. To request an accommodation or for inquiries about accessibility please contact Oregon Cascades West Council of Governments at 541-936-9006 or [adminGA@ocwcog.org](mailto:adminGA@ocwcog.org), forty-eight (48) hours prior to the meeting.*



## VISION

To promote a thriving region through service, connectivity, and innovation.

## MISSION

We are a regional leader and partner providing inclusive services to meet individual and community needs.

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### OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

#### BOARD OF DIRECTORS' AGENDA

October 23, 2025

9:30 – 11:30 am

1400 Queen Ave SE, Albany, OR 97322

[Join Teams Meeting](#)

*An Executive Session may be called as deemed necessary by the Chair, pursuant to ORS 192.660.*

**NOTE:** Please contact Angelykah Light at 541.936.9006 or [alight@ocwcog.org](mailto:alight@ocwcog.org) no later than noon on Wednesday, October 22, 2025, to confirm your attendance.

1. **Welcome and Introductions** (*Chair, Pat Malone*)  
(9:30 am – 9:35 am)
  
2. **Public Comment** (*Chair, Pat Malone*)  
(9:35 am – 9:40 am)  
The floor will be open to the public for comment.
  
3. **Consent Calendar** (*Chair, Pat Malone*)  
(9:40 am - 9:45 am)  
Approve meeting minutes from July 17, 2025 (Page X)  
Approve meeting minutes from Sept. 18, 2025 (Page X)

**ACTION: Motion to approve Consent Calendar items.**

4. **Bylaws Updates to Reflect CWACTION Changes** (*Executive Director, Ryan Vogt*)  
(9:45 am – 9:55 am)

Proposed Bylaw Changes Draft Document (Page X)

**ACTION: Motion to approve the changes proposed to the Bylaws as reflected in the draft document.**

5. **Cascades West Business Lending (CWBL) Resolution** (*Loan Officer, Didi Aho*)  
(9:55 am – 10:00 am)

Lending Resolution (Page X)

**ACTION: Motion to approve the Cascades West Business Lending Resolution.**

6. **Approval of the Collective Bargaining Agreement** (*HR Director, Ryan Schulze*)  
(10:00 am – 10:20 am)

- a) Outlined Changes Memo (Page X)
- b) Blackline Copy of the Collective Bargaining Agreement (Page X)

**ACTION: Motion to approve the changes and implement the new Collective Bargaining Agreement.**

7. **Management Compensation Package** (*Executive Director, Ryan Vogt*)  
(10:20 am – 10:30 am)

Management Compensation Package Memo (Page X)

**ACTION: Motion to approve the Management Compensation Package.**

8. **New Logo** *Communications Officer Karla Brouhard*  
(10:30 am – 10:40 am)

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**ACTION: Motion to approve adoption of the new logo.**

9. **Executive Director Update** (*Executive Director, Ryan Vogt*)  
(10:40 am – 10:55 pm)

- Update on Government Shutdown

**ACTION: Information only, no action needed.**

10. **Other Business**  
(10:55 am – 11:00 am)

11. **Adjournment**  
(11:00 am)



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# OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

## BOARD OF DIRECTORS' MEETING MINUTES

Sept. 18, 2025  
2:00 – 4:00 pm

*An Executive Session may be called as deemed necessary by the Chair, pursuant to ORS 192.660.*

**Attendees:** **Chair** Commissioner Pat Malone, Benton County; **Treasurer** Commissioner Sherrie Sprenger, Linn County; Mayor Alex Johnson II, Albany Councilor Debbie Poland, Depoe Bay; Councilor Ken Bronson, Sweet Home; Councilor Rick Booth, Waldport.

**Absent:** **Vice Chair** Commissioner Claire Hall, Lincoln County; ; Mayor Charles Maughn, Corvallis; Mayor Scott Cowan, Millersburg; Mayor Jan Kaplin, Newport; Mayor Rod Cross, Toledo; Mayor Christopher McMorran, Philomath; Councilor Kevin Hohnbaum, Lincoln City; Councilor Carol Korn, Tangent; Councilor Jeanni Cuthbertson, Monroe; and Councilor Mike Caughey, Harrisburg; Councilor Joseph Parsons, Sodaville; Commissioner Gil Sylvia, Port of Newport and Member Robert Kenta, Confederated Tribe of Siletz Indians.

**Staff:** Executive Director Ryan Vogt; Agency Director Paul Egbert; Finance Director Marit Nelson; Chief Information Officer (CIO) Jason Sele; Human Resources (HR) Director Ryan Schulze; Senior and Disability Services (SDS) Director Randi Moore; Planning and Transportation Program Manager Matt Lehman; Senior HR Specialist Jesus Jara; Loan Officer Didi Aho; Organizational Development and Training Specialist Vanessa Rusch; SDS Program Supervisor Amy Peer, ADRC Specialist Sara Keys; Executive Assistant Celina Franklin and Executive Assistant Angelykah Light.

**Public:** Community Services Consortium Executive Administrative Assistant Emily Day

### Welcome and Introductions

The Oregon Cascades West Council of Governments (OCWCOG) Board of Directors Meeting was called to order by Chair Malone on September 18, 2025, at 2:03 pm Via Teams Video and Audio Conferencing, and in-person attendees. Introductions were completed by the attendees. Quorum was not met.

### **Public Comment**

No Comments from the Public.

### **Consent Calendar**

Approval of the Consent Calendar was not voted on; quorum was not met.

Informational agenda items were reviewed first in anticipation of reaching a quorum.

### **OCWCOG Program Updates**

Agency Director Egbert provided an update on Ride Line Management. HR Senior Specialist Jesus Jara and Project Manager Nick Andrews will be assisting the Ride Line team with oversight and reporting in the interim.

Agency Director Egbert introduced Loan Officer Aho to provide an update on Cascades West Business Lending (CWBL). Loan Officer Aho stated she currently has a variety of “Local Loans” which are loans not in the SBA 504 program. An SBA 504 loan has not been issued since 2021. There are currently three maybe four upcoming loans for the SBA 504 program.

Agency Director Egbert introduced Transportation and Planning Manager Lehman. Transportation and Planning Manager Lehman stated preparations to onboard a new associate planner have been made for the upcoming week. OCWCOG has assisted some jurisdictions with various grants. The associate planner might be able to join the projects produced by these grants. OCWCOG is still actively involved in staffing the Metropolitan Planning Organizations (MPOs) for Corvallis and Albany. Planning and Transportation Manager Lehman introduced a later topic on the agenda. Cascades West Regional Consortium is submitting an application to the Department of Land Conservation and Development to create a business plan and conduct a feasibility study on creating a regional wetlands mitigation bank. The proposal would change the approval structure to have easier access for landowners looking to work on their properties that have been deemed wetlands. Cascades West Regional Consortium is requesting a letter of support from the OCWCOG Board of Directors to move forward with the application.

Chair Malone asked Planning and Transportation Manager Lehman when the letter of support is needed.

Planning and Transportation Manager Lehman stated the submission was closed on Friday. The letter can be sent in after the submission, but the letter assists in a stronger application.

### **Aging and Disability Resource Connection (ADRC) Program Highlight**

SDS Director Moore introduced the ADRC Program.

Program Supervisor Amy Peer and ADRC Connection Specialist Sara Keys took turns introducing themselves.

  
***Aging and Disability  
Resource Connection  
ADRC***  
Amy Peer & Sara Keys

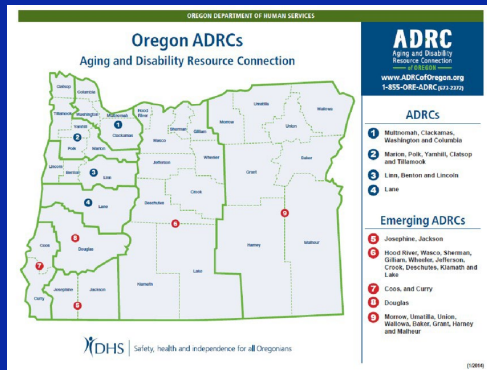
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***Promotional Materials***

- Brochures and Magnets
- [ADRC of Oregon video – Short \(30 seconds\)](#)
  - <https://www.youtube.com/watch?v=jjrCnplrfic>
- [ADRC of Oregon video - Full-length](#)
  - <https://www.youtube.com/watch?v=175kFr1HNjY>

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## Locations throughout the state



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## Core of Information and Referral

- Statewide resource for everyone, regardless of income.
- Provides a single source of information for vetted community resources.
- Connects individuals with trained professionals to assess needs, explain options, and provide referrals.
- Specializes in resources and supports for older adults, people with disabilities and veterans.
- A call to the ADRC initiates referrals to other parts of our agency.

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## No Wrong Door

- 'No wrong door' is the idea of a single point of entry for information and referral, providing a seamless intake process for long-term services and supports.
- Rather than dealing with a confusing, fragmented system, one call does it all.
- Someone only needs to tell their story once.
- 211info will also assist individuals with connecting with the ADRC.

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## Options Counseling

Our Options Counselors can help with:

- Individualized supports to address long-term services and support needs.
- Provide a person-centered assessment to identify needs, strengths, values, preferences and an action plan.
- Empower individuals to take the next steps to meet their care need goals.
- Includes follow up support from an OAA Case Manager to help the individual meet their care needs.

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## [ADRCofOregon.org](http://ADRCofOregon.org)

The screenshot shows the ADRC of Oregon website homepage. At the top left is the ADRC logo: "ADRC Aging and Disability Resource Connection of OREGON". To the right is a "Select Language" dropdown menu. The main heading is "Get connected" with the subtext "to local information and services for seniors and people with disabilities." Below this are two main navigation buttons: "Explore your options" (with a globe icon) and "Search for resources" (with a magnifying glass icon). The "Explore" button features a photo of an elderly woman and the text "Learn about resources, services and facilities in Oregon." The "Search" button features a photo of a person's hands on a wheelchair and the text "Find resources and services available in your local area." On the right side, there is a "Planning Toolkit" section with the text "Find information, resources and tools to help you start planning." Below this is a list of language options: English, Spanish, Russian, Vietnamese, Simplified Chinese, Arabic, Korean, and Somali. At the bottom right is a "Give feedback" section with the text "We want to hear from you. Tell us what you think about the website."

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## Interesting Stats

In August 2025 we completed:

- 1,090 calls, totaling almost 140 hours of talk time
- Started 344 referrals to our Medicaid Services Program, with In-Home Care being the most requested service option
- Most requested unmet needs are: Housing, Transportation, and Housekeeping

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## *Contacting us*

- Monday through Friday from 8 am to 5 pm
- Walk-ins can be seen in person at our Albany office, virtually in Corvallis, and by phone in Toledo
- Contact us by phone:
  - 541-967-8630, 800-638-0510
  - 855-ORE-ADRC (673-2372)
- By email:
  - [ADRCmail@ocwcog.org](mailto:ADRCmail@ocwcog.org)

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## *Questions?*

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### **Subcommittee Reports**

Chair Malone introduced the report of the Senior Services Advisory Council (SSAC) and the Disability Services Advisory Council (DSAC).

SDS Director Moore provided the history of the SSAC and DSAC.

Executive Director Vogt asked SDS Director Moore to provide an update on current funding for programs that assist in decreasing food instability such as Supplemental Nutrition Assistance Program (SNAP) or Meals on Wheels (MOW).

SDS Director Moore stated that currently Older Americans Act (OAA) funding for MOW does not appear to have cuts. However, the aging population is increasing while funding remains the same. Medicare and Medicaid do also pay a portion of funds for

the consumers receiving the service. Although Medicaid and Medicare funding covers a portion of the costs to serve meals, it does not cover it all. Additional funding to cover coverage is collected through donations, fundraisers, and asking the member governments served.

SDS Director Moore stated there is some additional funding in reserves that has recently been used to cover differences. This funding will remain as a safety net for the next six months to one year. Once the funding is used, plans will need to be set to adjust the programs current scope of delivery. The new Area Plan includes intention to bolster and revitalize fundraising and volunteer efforts to retain the current level of program outreach. The goal is to raise \$500,000 in the next year.

### **Executive Director Update**

Executive Director Vogt provided an update on the OCWCOG and CSC partnership. Efforts have been made to minimize duplicated effort for administration, policies, and streamlining services. The Corvallis building is about to celebrate one year of housing services from both OCWCOG and CSC.

Executive Director Vogt provided an update on the dynamic challenges CSC is facing in the finance team. Executive Director Vogt stated there has been a large turnover in CSC's Finance department resulting in CSC currently requiring more time and attention. Ensuring accurate finances has been priority. Once the finances are settled, the focus will then shift to the larger strategic partnership.

Chair Malone stated that the finances have to be the priority.

Executive Director Vogt stated as the finance team builds muscle memory, some of the obstacles will decrease.

Chair Malone asked what year's audit CSC is currently working on.

Executive Director Vogt stated that Fiscal Year 2024's audit should be complete in October. The team is already prepared to deliver the information for the Fiscal Year 2025 soon after 2024 is complete.

Executive Director Vogt stated OCWCOG Directors put together an exercise showing the current federal grants and the FTE those grants support. When the exercise was

complete, cuts to funding appeared more dire. We are currently anticipating less cuts and appear to be more secure.

### **Executive Session**

HR Director Schulze stated to Chair Malone that he could provide a bargaining update without an executive session.

HR Director Schulze stated the new Collective Bargaining Agreement (CBA) has reached tentative agreement (TA). Changes include 3.25% COLA year one, 3% Cola year two, COLA 2.75% year three, additional step 8 and step 9 for represented salary ranges in place of the current longevity increases, agreed to one-time payments of \$550 in each year, and additions to vacation accruals and leave banks. The next step is approval from the Board of Directors once ratification with the union is complete.

Chair Malone states a special session may be needed to pass the items from the meeting and the new contract.

### **Other Business**

No other business was discussed.

### **Adjournment**

Chair Malone adjourned the meeting at 3:38 pm.

*Meeting minutes taken by Angelykah Light.*



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# OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

## BOARD OF DIRECTORS' MEETING MINUTES

July 17, 2025  
2:00 – 4:00 pm

*An Executive Session may be called as deemed necessary by the Chair, pursuant to ORS 192.660.*

**Attendees:** **Chair** Commissioner Pat Malone, Benton County; **Vice Chair** Commissioner Claire Hall, Lincoln County; **Treasurer** Commissioner Sherrie Sprenger, Linn County; Mayor Alex Johnson II, Albany; Mayor Charles Maughn, Corvallis; Mayor Jan Kaplin, Newport; Mayor Christopher McMorran, Philomath; Councilor Debbie Poland, Depoe Bay; Councilor Joseph Parsons, Sodaville; and Councilor Mike Caughey, Harrisburg.

**Absent:** Mayor Scott Cowan, Millersburg; Mayor Rod Cross, Toledo; Councilor Kevin Hohnbaum, Lincoln City; Councilor Ken Bronson, Sweet Home; Councilor Carol Korn, Tangent; Councilor Jeanni Cuthbertson, Monroe; Commissioner Gil Sylvia, Port of Newport; Councilor Rick Booth, Waldport; and Member Robert Kenta, Confederated Tribe of Siletz Indians.

**Staff:** Agency Director Paul Egbert; Finance Director Marit Nelson; Chief Information Officer (CIO) Jason Sele; Human Resources (HR) Director Ryan Schulze; Senior and Disability Services (SDS) Director Randi Moore, Community Services Programs (CSP) Manager Alicia Lucke; Planning and Transportation Program Manager Matt Lehman; SDS Program Manager Rachel Sine; SDS program Manager Heather Schermerhorn; Loan Officer Didi Aho; Organizational Development and Training Specialist Vanessa Rusch; Executive Assistant Celina Franklin and Executive Assistant Angelykah Light.

**Public:** None

### Welcome and Introductions

The Oregon Cascades West Council of Governments (OCWCOG) Board of Directors Meeting was called to order by Chair Malone on July 17, 2025, at 2:02 pm Via Teams

Video and Audio Conferencing, and in-person attendees. Introductions were completed by the attendees. Upon beginning the meeting, quorum was not met.

### **Public Comment**

No Comments from the Public.

### **Consent Calendar**

Approval of the Consent Calendar was moved to later in the meeting when Quorum was met.

### **Cascades West Business Lending Programmatic Update**

Loan Officer Didi Aho presented information on Cascades West Business Lending (CWBL) program to the meeting attendees. Loan Officer Aho provided information on the program's conception and growth through time at OCWCOG. Through a variety of partnerships, networks, and funding, the program can continue to provide service to the region.

Chair Malone asked how CWBL gets word out to the community.

Loan Officer Aho listed the variety of events and communications CWBL is involved in including: the website, newsletters, chamber events, table events, and the new marketing plan.

At this time, Quorum was met.

### **Consent Calendar**

Councilor Parsons moved to approve the consent calendar including the May 15, 2025, meeting minutes, and the Year-to-Date Financial Report July 2025. Vice Chair Hall seconded the motion. Chair Malone, Vice Chair Hall, Treasure Sprenger, Mayor Johnson, Mayor Maughan, Mayor Kaplin, Mayor McMorran, Councilor Poland, Councilor Parsons, and Councilor Caughey voted in favor. With no opposition, the consent calendar items were approved.

### **SSAC & DSAC Membership Renewal Approval and New Membership Approval**

SDS Director Randi Moore stated that as an Area Agency on Aging, OCWCOG is required to facilitate advisory councils for Senior and Disability Services. SSAC and DSAC are requesting the Board of Directors approve the renewal of the current members and the new membership of Naomi Hirsch to DSAC. Each member is reviewed by the advisory councils prior to approval by the Board of Directors.

Mayor Johnson moved to approve the SSAC and DSAC membership renewals. Mayor Maughan seconded the motion. Chair Malone, Vice Chair Hall, Treasure Sprenger,

Mayor Johnson, Mayor Maughan, Mayor Kaplin, Mayor McMorrان, Councilor Poland, Councilor Parsons, and Councilor Caughey voted in favor. With no opposition, the consent calendar items were approved.

Councilor Parsons moved to approve the DSAC membership of Naomi Hirsch. Vice Chair Hall seconded the motion. Chair Malone, Vice Chair Hall, Treasure Sprenger, Mayor Johnson, Mayor Maughan, Mayor Kaplin, Mayor McMorrان, Councilor Poland, Councilor Parsons, and Councilor Caughey voted in favor. With no opposition, the consent calendar items were approved.

### **Financial Policy Updates**

Finance Director Nelson stated OCWCOG has experienced organizational and department structure changes that indicated need for policy updates. Finance Director Nelson directed attention to the memo included in the packet. The memo provides an outline of the policy changes and was reviewed by the Finance Committee. The last update to the financial policies took place in 2022. Many of the changes are language updates to reflect the structural changes in the agency and updates to OCWCOG contract limits. Finance Director Nelson outlined presented the changes provided in the memo including the addition of a Per Diem policy.

Councilor Parsons asked the volume of OCWCOG staff that travel.

Finance Director Nelson stated that programs budget projected travel for staff. Many positions in the agency travel for varying occasions such as training and conferences.

Vice Chair Hall moved to approve the updates to the finance policies. Mayor Johnson seconded the motion. Chair Malone, Vice Chair Hall, Treasure Sprenger, Mayor Johnson, Mayor Maughan, Mayor Kaplin, Mayor McMorrان, Councilor Poland, Councilor Parsons, and Councilor Caughey voted in favor. With no opposition, the consent calendar items were approved.

### **Contracts Policy Updates**

Finance Director Nelson stated the State of Oregon has updated the limit amounts concerning small, medium, and large procurements. The contract changes requesting approval are to align with the changes to the OARS.

Chair Malone asked if OCWCOG would default to State policy if agency specific policies were not outlined.

Finance Director Nelson stated that has a government agency, OCWCOG, would default to state policy. In adopting policies specific to OCWCOG, some processes

become less cumbersome. OCWCOG does partner with the state for the use of Oregon Buys to make purchasing more streamline.

Councilor Parsons asked for examples of purchases large enough to reach the cap amount.

Finance Director Nelson provided examples, including software and refrigerated trucks for meals on wheels.

Chair Malone and CIO Sele discussed the budgetary changes when software companies transition to a subscription model for licensing.

Councilor Parsons moved to approve the contracts policy updates. Mayor Maughan seconded the motion. Chair Malone, Vice Chair Hall, Treasure Sprenger, Mayor Johnson, Mayor Maughan, Mayor Kaplin, Mayor McMorran, Councilor Poland, Councilor Parsons, and Councilor Caughey voted in favor. With no opposition, the consent calendar items were approved.

### **Area Plan**

SDS Director Moore, Program Manager Sine, and Program Manager Schermerhorn provided a presentation on the 2025-2029 Area Plan Developed for the region of Linn, Benton, and Lincoln Counties.



# 2025-2029 AREA PLAN

Oregon Cascades West Council of Governments  
Senior, Disability and Community Services Programs

July 17, 2025



What we will talk about today

What the Area Plan is and  
why it's required

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How the Plan was  
developed

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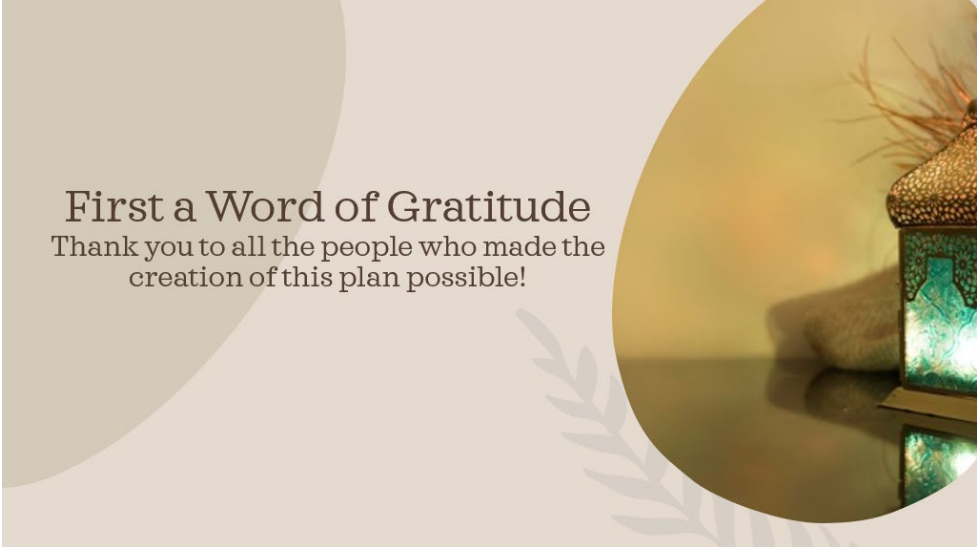
The Focus Areas

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Goals and Objectives

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Implementation and  
impact in the communities



**First a Word of Gratitude**  
Thank you to all the people who made the  
creation of this plan possible!

## Why an Area Plan?

OCWCOG is the State designated Area Agency on Aging for Linn Benton and Lincoln Counties and contracts with ODHS to manage Medicaid, Older (OAA) Americans Act, and other programs funded by State general funds that support older adults and people with disabilities.

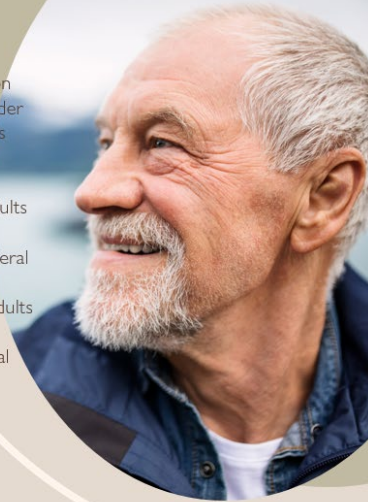
**Purpose:** To outline the strategic goals and objectives for serving older adults in the community.

**Compliance:** Required by the Older Americans Act (OAA) to receive federal funding.

**Community Needs:** Identifies and addresses the specific needs of older adults and people with disabilities in the region.

**Resource Allocation:** Ensures efficient use of resources to provide essential services.

**Collaboration:** Facilitates partnerships with local organizations and stakeholders.



## The Lens We Use for Service

Older Americans Act programming prioritizes identifying and providing services to targeted populations, including those in greatest social and economic need.

## Hearing Community Input

- **Community feedback sessions:** three in-person listening sessions were held across the counties and one virtual listening session.
- **Engagement in community events:** OCWCOG staff attended fairs and celebrations.
- **Advisory council activities:** regular meetings and forums allowed for discussions on various topics.
- **Ongoing and future surveys:** multiple surveys targeting community partners and specific underserved groups were and are planned.

## Mandated Focus Areas

The State CSSU determines Focus Areas that all AAAs in Oregon must address in their plan

- Information and Referral – ADRC Activities.
- Nutrition Services.
- Health Promotion.
- Family and Unpaid Caregivers.
- Legal Assistance and Elder Rights Protection.
- Older Native Americans.

## Focus Areas That Were Added Based On Regional Input

Financial wellness and  
Emergency planning and response

Community members, staff, and agency experience, have emphasized that these two areas affect older adults and people with disabilities disproportionately.

## Information and Referral and Aging and Disability Resource Connection (ADRC) Activities

- **Accessibility Enhancement:** The plan includes reducing wait times for consumers.
- **Long-Term Care Outreach:** Community outreach will be expanded.
- **Staff Support:** Annual training for Options Counselors and ADRC call center staff.
- **Program Sustainability:** The Plan emphasizes bringing in more revenue and contracts.



## Nutrition Services

- **Increase Nutrition Access:** The plan includes providing shelf-stable meals to food insecure individuals.

- **Advocacy for Meals on Wheels:** Reestablishing the Meals on Wheels Advisory Committee (MOWAC) is a key objective.

- **Financial Sustainability:** Enhancements to volunteer engagement and fundraising efforts.

- **Community Engagement:** Fully opening Congregate Dining Sites and organizing community activities to enhance social interaction at those sites.



## Health Promotion Programming

- **Promoting Preventative Programs:** The Plan emphasizes enhancing support for health promotion programming.
- **Increasing Outreach Efforts:** It includes objectives for outreach to community.
- **Enhancing Programming Sustainability:** The goals also focus increasing the number of class sessions and reassessing community needs.



## Family and Unpaid Caregiver Support

- **Program Assessment:** The plan includes assessing the current family caregiver support program at the agency.
- **Support and Awareness:** Strengthen community outreach through caregiver appreciation events and resource guides.
- **Education and Training:** Improving caregiver knowledge through training programs, especially in underserved areas.
- **Grandfamilies Support:** The plan proposes the establishment of a Kinship Navigator program.

## Legal Assistance and Elder Rights Protection

- **Partnership with Legal Aid:** The plan emphasizes increasing staff awareness of Legal Aid Services.
- **Tenant Rights and Housing Stability:** Enhance tenant rights by providing legal assistance to seniors facing housing challenges and ensuring ADRC agents have relevant resource information.
- **Community Education:** Provide community education regarding housing-related supports, aiming to empower seniors by informing them of their rights and available resources through partnerships with housing authorities and legal organizations.

## Older Native Americans

- **Support for Tribal Elders:** The plan includes establishing a dedicated unit of coordinators to enhance relationships and support tribal requests.
- **Recruitment of SHIBA Counselors:** Recruiting at least one tribal member as a SHIBA counselor.
- **Building Community Relationships:** The plan emphasizes implementing onsite support and coordinating with tribal leadership to tailor services according to community needs. Regular engagement and feedback tracking are also highlighted.
- **Enhancing Adult Protective Services:** The document outlines strategies for improving education and reporting for elder abuse.



## Financial Wellness

- **Support for benefit access:** the plan includes creating a coordinator role for benefit application assistance.
- **Affordable housing advocacy:** raise awareness of housing issues, support homeless older adults, and advocate for policies promoting affordable housing.
- **Training improvements:** empowering seniors through financial coaching.

## Emergency Planning and Response

- **Crisis Preparedness:** The department aims to finalize an emergency preparedness plan, assess risks, and develop clear emergency response protocols by the end of 2026.
- **Emergency Communication System:** A new communication system will be developed to efficiently reach consumers during disasters.
- **Community Resource Allocation:** The department will provide emergency supplies to high-risk individuals and establish sustainable funding through grants for ongoing support.
- **Post-Disaster Support:** The strategy includes conducting after-action reviews following disasters, providing post-trauma care for staff, and collaborating with local resources to support affected consumers.



## Next Steps

- The Plan is a four-year plan with goals assigned across the years.
- Goals are tracked for success and barriers are identified for ones that are not successfully reached.
- Regular report outs are provided to the Senior and Disability Services Advisory Councils on the work being done.
- Annual reporting to the State happens at the end of each Fiscal Year (June).

## Thank You!

A full version of the Area Plan can be found at:  
[OCWCOG 2025-2029 AREA PLAN](#)

Randi Moore  
541-924-8438  
[rmoore@ocwcog.org](mailto:rmoore@ocwcog.org)

### **Budget/program Updates CWACT and Bylaws Updates**

Transportation and Planning Manager Lehman informed the Board of Directors that Oregon Department of Transportation (ODOT) will now manage all Area Commissions on Transportation (ACT) throughout Oregon. Historically, OCWCOG has managed Cascades West Area Commission on Transportation (CWACT). ODOT managing CWACT is effective immediately.

Chair Malone and Transportation and Planning Manager Lehman discussed Oregon Legislature not passing a transportation package and history of the development of ACTs.

Agency Director Egbert added that CWACT is currently a subcommittee to the OCWCOG Board of Directors. Because CWACT is outlined in the OCWCOG Bylaws, an updated document reflecting the change will be circulated for review and approval at the next meeting.

### **OCWCOG Program Updates**

Chair Malone encouraged meeting attendees to review the program updates included in the meeting packet.

### **Subcommittee Reports**

Chair Malone encouraged meeting attendees to review the program updates included in the meeting packet.

### **Agency Director Update**

Agency Director Egbert introduced Celina Franklin who is the newest admin team member. Celina's role is Executive Administrative Assistant to the Agency Director. OCWCOG Social Committee has scheduled the Annual Staff BBQ to take place on August 20<sup>th</sup>. Members of the Board of Directors are invited to attend.

Agency Director Egbert stated CED management is spread thin operating with three managers instead of the usual seven. Recruitments for the open positions will be underway. Due to a variety of costs and safety concerns, the Senior Leadership Team has decided to move forward with demolition of the house in the back of the Corvallis office property.

### **Other Business**

SDS Director Moore had the opportunity to speak on the local radio show 'Think Out Loud' from Oregon public Broadcasting (OPB) with one a Senior Companion and Foster Grandparent Jan Molner-Fitzgerald.

### **Adjournment**

Chair Malone adjourned the meeting at 3:29 pm.

*Meeting minutes taken by Angelykah Light.*



# OCWCOG Bylaws

Adopted March 15, 2001  
Amended March 18, 2010  
Amended December 8, 2022  
Amended March 16, 2023  
Amended July 17, 2025

## ARTICLE I- Organization

The Oregon Cascades West Council of Governments is an intergovernmental entity established by parties to an intergovernmental agreement under the authority of the State of Oregon's Intergovernmental Cooperation Statutes ORS 190.003 to 190.110 generally, and specifically ORS 190.010 (5), and formalized by Articles of Agreement most recently adopted March 15, 2001.

## **ARTICLE II- Purpose and Objectives**

These Bylaws are adopted by the Oregon Cascades West Council of Governments (OCWCOG) to facilitate the business of OCWCOG and to assist OCWCOG in meeting those purposes set forth in the Articles of Agreement. In the case of any conflict between the Articles of Agreement and these Bylaws, the Articles of Agreement shall prevail.

## **ARTICLE III- Membership**

The OCWCOG Board membership is established according to the Articles of Agreement, Article V, section B through E.

### a) OCWCOG Representatives

1. Each member shall be entitled to one representative selected by and from members of its elected governing board to serve on the OCWCOG governing board, hereinafter referred to as " Board";
2. Each member shall be entitled to one alternate to represent the member in the

absence of the representative on the governing board and any board or committee of the OCWCOG;

3. The intent of the OCWCOG is to be a forum for elected representatives. However, if no elected official is available for a specific meeting, the representative or chief elected official in the absence of that representative of the member may assign a staff of that unit of local government to attend that meeting. Such appointed representative shall have all rights and responsibilities of the regular representative for that meeting. The delegation shall be made in writing for each meeting, and be presented to the Chair of the meeting; and,
4. Representatives and alternates shall hold office until their successors are appointed by the governing board of the member.

#### **ARTICLE IV- Officers**

Pursuant to the Articles of Agreement the officers of the Board shall consist of a Chair, Vice-Chair, and Treasurer elected from among its members.

a) Duties:

1. Chair: The Chair shall preside at all Board meetings, shall appoint the Members and Chairs of all Committees, except as otherwise provided herein, and shall be a non-voting ex-officio Member of all Committees of OCWCOG. The Chair is the sole official spokesperson of the Board on all matters of policy and position, unless this responsibility is delegated, in writing, to another Member of the Board, a Member of a Committee appointed by the Board, or a member of the Staff of OCWCOG;
2. Vice-Chair: In the absence of the Chair, the Vice-Chair shall execute all the powers of the Chair;
3. Treasurer: The Treasurer shall preside at the Finance and Budget Committee meetings. The Treasurer shall review with the Executive Director and Financial Manager the financial statements of the OCWCOG prior to each Board meeting.

b) The Chair, Vice-Chair, and Treasurer shall be residents of different Counties.

c) Election of Officers:

1. An election for Chair, Vice-Chair, and Treasurer shall be held at the January meeting of the Board in odd numbered years.
2. In November or December of each even-numbered year, the Chair shall appoint a Nominating Committee to propose candidates for Chair, Vice-Chair, and Treasure.

3. Nominations for Chair, Vice-Chair, or Treasurer may be made from the floor. Candidates receiving at least fifty-one (51%) positive votes of those Members present at the meeting shall be declared elected. Persons elected as Chair, Vice-Chair, or Treasurer may hold these offices for two consecutive two-year terms. At-large Representatives may succeed themselves for any number of terms.
4. Persons nominated for office may not represent a member government located in the same County as the current holder of that office, with the exception of a current office holder who is eligible for re-election to that office. For example: if the current Chair is from Linn County, those nominated to replace the current Chair must not represent a Linn County member government.
5. The Vice-Chair shall complete the unexpired term of the Chair when a vacancy in the office of Chair occurs. A vacancy in either the office of Vice-Chair or Treasurer shall be filled by election at the next regular meeting of the Board.

#### **ARTICLE V-** Committees

Pursuant to the Articles of Agreement, the Executive Committee shall be composed of the Chair, Vice-Chair, Treasurer, and three (3) at-large Representatives of Board Members, one from each County.

##### a) Executive Committee

1. In odd-numbered years at the January meeting, Members shall caucus by County to nominate and elect at-large Representatives. At-large Representatives may succeed themselves for any number of terms. If a County At-large Representative is no longer available to serve on the Executive Committee for any reason, a caucus of that County's members present shall be held at the next regular meeting of the Board to select a new At-large Representative from that County. Since time is of the essence, a notice period is not required for this action, however, when possible, a thirty (30) day notice shall be provided of the need to select a new County At-large Representative.
2. Pursuant to the Articles of Agreement the purpose of the Executive Committee shall be to act on administrative matters on behalf of the Board between meetings of the Board. Administrative matters may include, but not be limited to, review and/or approval of financial matters, contracts, agreements, and grants and program reports presented by Staff. The Executive Committee may also review and comment on lobbying plans presented by OCWCOG Committees, develop Board agendas, and take similar action of a non-policy-making nature.
3. Pursuant to the Articles of Agreement, regular Executive Committee

meetings shall be held in the months a regular Board meeting is not scheduled and a schedule of meetings for the year shall be adopted at the first meeting of the Executive Committee in a calendar year. Pursuant to the Articles of Agreement, special meetings may be called as deemed necessary by the Chair or by any member of the Executive Committee.

4. A quorum shall consist of four (4) members. In the event of a tie vote on any matter, the Executive Committee shall refer the matter to the Board without recommendation.
5. Three members of the Executive Board voting in the affirmative are required to approve a motion of the Executive Board.
6. In the event the Executive Committee wishes to poll the membership on specific issue, it may hold a mail or email poll for this purpose. If sent by mail, members shall be sent poll materials by certified mail and shall have fifteen (15) days to return the poll information.

b) Standing Committees

1. In order to carry out the work of the Board, the standing Committees set forth in section 4 are created by the Board Pursuant to the Articles of Agreement.
2. All standing Committees created by the Board shall facilitate the work of the Board and are advisory to the Board.
3. No Standing Committee may take any action independent of the authority granted in writing to the Committee by the Board, however, should a special circumstance occur requiring immediate action, the Chair of a standing Committee may request the Executive Committee's approval for waving this provision. If such approval is granted, the Standing Committee's Chair shall report on the action taken at the next Full Board meeting. If the Full Board does not concur with the action taken, every effort will be made to reverse the action.

4. Standing Committees are:

~~i. Cascades West Area Commission on Transportation (CWACT)~~

- ~~ii.~~ ii. Senior Service Advisory Committee (SSAC)
- ~~iii.~~ iii. Disability Services Advisory Committee (DSAC)
- ~~iv.~~ iv. Finance Committee
- ~~v.~~ v. Budget Committee
- ~~vi.~~ vi. Loan Program Advisory Committee (LPAC)
- ~~vii.~~ vii. Transportation Brokerage Advisory Committee (TBAC)

5. Each Standing Committee shall develop Bylaws for their operation.

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Committee Bylaws and any amended thereto must be approved by the Board to become effective.

6. When deemed appropriate, the Board may create or dissolve a Standing Committee.

c) Special Committees and Task Forces

1. The Board may, from time to time, authorize, and appoint special committees or task forces. Committees and task forces shall exist at the pleasure of the Board and may establish a mission, rules, and/or bylaws for action to be approved by the Board.

**ARTICLE VI- Organizational Procedures**

- a) Pursuant to the Articles of Agreement the Board shall generally meet at least every other month and a calendar of meetings for the year shall be distributed in January of each year. Regular meetings of the Board shall be held in the Albany office known as Cascades West Center. However, by decision of the Chair or Board, a meeting may be held elsewhere. If the meeting is to be held at another location a notice indicating the location shall be emailed or mailed to each representative at least 20 days in advance of the meeting.
- b) A quorum shall consist of thirty-three percent (33%) of the members of the Board. A quorum is required for official action at any regularly scheduled meeting.
- c) Special meetings may be called by the Chair or by three members of the Board. At least seven (7) calendar days' notice shall be given to the membership for special meetings. A quorum, consisting of a simple majority of the members of the Board, shall be required for official action at special meetings.
- d) Each Representative, alternate or appointed Representative, shall be entitled to one vote on matters before the Board. Proxy voting will not be allowed.
- e) Meetings shall be held in compliance with State public meeting requirements.
- f) Except as otherwise provided in the Bylaws, at least fifty-one percent (51%) of the Representatives must be present, and voting shall be sufficient to decide a question before the Board.
- g) Unless otherwise specified, *Roberts Rules of Order Revised* shall govern the proceedings of the meetings of the Board; the Chair shall have the privilege of determining proper procedures.
- h) If a Representative requests a written ballot vote on any issue before the Board, such request shall be granted.

- i) In all cases, Board meetings shall be held in accordance with the Oregon Public Meetings Law.

**ARTICLE VII-**Amendments

Amendments to the Bylaws may be made at any meeting of the Board. A copy of the proposed amendment and the reason for the amendment shall be presented to the Chair not less than sixty (60) days prior to the meeting at which the amendment is proposed to be adopted. The Chair shall provide a copy of the proposal to each Representative at least thirty (30) calendar days prior to the meeting. Any amendment to the Bylaws must be approved by a vote equal to one vote greater than fifty-one percent (51%) of the current membership of OCWCOG.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS  
ANNUAL PLAN CERTIFICATION OF THE RLF MANAGEMENT PLAN**

**RESOLUTION 25-09-02**

*Authorizing the Oregon Cascades West Council of Governments Annual Plan Certification of the RLF Management Plan for Cascades West Business Lending.*

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**WHEREAS** the Oregon Cascades West Council of Governments Board of Directors is responsible for the RLF's performance in relation to the area's adjustment strategy and the RLF Management Plan.

**WHEREAS**, the Oregon Cascades West Council of Governments Board of Directors has determined that the RLF Management Plan is consistent with and supportive of the area's current economic adjustment strategy; and

The RLF is being operated in accordance with the policies and procedures contained in the RLF Management Plan and the loan portfolio meets the standards contained therein; and

**THEREFORE, BE IT RESOLVED** that the Oregon Cascades West Council of Governments Board of Directors does hereby certify that RLF Management Plan.

**ADOPTED** this 18th day of September 2025, at Toledo, Oregon.

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Patrick Malone  
OCWCOG Board Chair

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Ryan Vogt  
OCWCOG Executive Director



**VISION**

To promote a thriving region through service, connectivity, and innovation.

**MISSION**

We are a regional leader and partner providing inclusive services to meet individual and community needs.

**Office of Human Resources  
Board of Directors Memo**

October 23, 2025

HR would like to thank the members of the Board for meeting in special session this month at the request of SEIU to approve the 2025-2028 CBA. We are seeking a motion from the Board to approve all changes made to the CBA, a redline version has been included in the packet. Changes made to this successor agreement are outlined below with those having economic impacts in **bold** text :

Article 4 Union Membership – Changes to when changes to membership are processed and to reporting timelines.

Article 5 Union Rights – Clarifies paid time provided for participation in bargaining.

Article 16 Probationary Period – Allows employees to utilize vacation time as it is accrued.

**Article 18 Layoff and Furlough** – Provides additional time to notify Union of possible layoffs or furlough. This is intended to provide an opportunity for collaboration between the parties. Add language regarding layoffs due to AI. Adds language for **catastrophic events resulting in a stoppage of all agency operations for extended periods of time, staff would be provided 45 days wages, contingent on Board approval.**

Article 23 Holiday Compensation – Clarifies language regarding Presidentially declared holidays, adds requirement that local school districts be closed as well

**Article 24 Vacation Scheduling** – Rewrite of accumulation table

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

**Increases accrual cap from 300 to 376 hours, allows for vacation cash out requests on a per payroll period basis.**

Article 26 Leaves of Absence – Changes distance required for additional compassionate leave from 150 miles to 100 miles, updates definition of eligible family to include parents of domestic partner. Allows for use of donated hardship leave due to the loss of housing as a result of disaster.

**Article 28 Wages – Provides COLA's, one-time payments (OTP), allows for potential limited re-opener if the agency experiences +/- 10% funding shift.**

**2025 3.25% COLA, \$550 OTP**

**2026 3% COLA, \$550 OTP**

**2027 2.75% COLA, \$550 OTP**

Article 30 Retirement – Clarifies existing practice, allows for re-opener if Legislature changes contributions.

Article 31 Salary Administration – Updates pay periods to reflect change to semi-monthly pay. Brings Leadwork language from LOA into contract with opportunity to be reclassified when duties extend beyond one year.

Article 32 Classification and Reclassification of Positions – Provides for more defined process for salary studies to be conducted annually.

**Article 33 Insurance** – Maintains existing premium contributions, consolidates **HSA** contributions in October of each year. Adds language to allow elective contributions above **employer contribution of \$1600 (single)/\$3200(w/dependents)/per year**. Clarifies responsibilities and timelines for Health Insurance Committee.

Article 34 Mileage/Expense Allowance – Change from reimbursement for reasonable expenses to per diem.

Article 37 Health and Safety – Clarifies language for reporting, investigating, and review of safety incidents. Provides more definitive language regarding employer responsibility to provide PPE and review of other equipment that may be checked out. Clarifies employer responsibilities during events that may cause a disruption to the ability to perform work. Adds language regarding required training. Provides process for addressing potentially unsafe visits in the community as well as in the event of a critical incident. Adds process for addressing workload prioritization.

Article 44 Term of Agreement – Updates term to reflect three year contract ending September 30, 2028.

**Letter of Agreement Article 28, Wages – Replaces the five current Longevity Steps with two regular steps, one in each of the first two years of the Agreement.**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**SEIU LOCAL 503, OREGON PUBLIC EMPLOYEES UNION LOCAL 937**

**And**

**OREGON CASCADES WEST COUNCIL OF GOVERNMENTS**

**EXPIRES: September 30, 202~~5~~8**



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

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

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## **COLLECTIVE BARGAINING AGREEMENT**

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

### **ARTICLE 1 - RECOGNITION**

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

### **ARTICLE 2 - MANAGEMENT RIGHTS**

#### **Section 1.**

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

#### **Section 2.**

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

- (a) The right to determine the specific programs and services offered by the Employer, the methods and means by which they shall be effectuated, and to determine the size and nature of the work force.
- (b) The right to determine the number and location of the facilities necessary to carry out the functions of the Employer, including the right to establish new facilities and/or relocate or close existing facilities.
- (c) The right to direct the employees of the Employer, including the right to determine and evaluate qualifications, hire, discipline, terminate, promote, demote, transfer, layoff, schedule hours and days of work, assign duties and workload, evaluate, and to establish general work rules and policies not contrary to this Agreement.
- (d) However, the employees will be provided the opportunity to provide input, verbal or written, on any policy decisions being made by the Employer within the scope of the employees' professional duties. This does not extend to those management rights set forth elsewhere in this Agreement.

### **ARTICLE 3 - NONDISCRIMINATION**

#### **Section 1.**

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

Section 2.

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

Section 3.

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

**ARTICLE 4 - UNION MEMBERSHIP AND DATA**

Section 1 Dues.

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

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

Section 2 Reports:

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

Financial Report, A Deductions Report:

- Employee identification number
- Legal nName of employee
- Job classification
- Gross pay
- Amount of dues deducted from regular/basegross pay
- CAPE amount deducted from gross pay

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~~Financial Report, B:~~

- ~~• Name of employee~~
- ~~• Job classification~~
- ~~• Gross pay~~

A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by the close of business on the ~~seventeenth (17th) of each month~~ seventh (7<sup>th</sup>) for inclusion in the first pay day of the month and the twenty second (22<sup>nd</sup>) for the second pay day of the month. The Employer agrees that new or changed payroll deduction authorizations submitted within the above timelines shall be made for the month in which such list is submitted.

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

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

~~If the Employer has such information in its records, the list will also include:~~

- ~~• Cellular phone number~~
- ~~• Home email address~~

Section 23 Membership.

All employees covered by the terms and conditions of this Agreement may elect to become members of the Union. The Union shall notify all newly hired employees of this choice during

the employee's New Employee Orientation (NEO). All questions regarding Union rights and responsibilities should be directed to Union officials.

Section 34 Indemnification.

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

**ARTICLE 5 - UNION RIGHTS**

Section 1.

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

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

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

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

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

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

Section 2. New Employee Orientations (NEOs)

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

Two (2) official Union delegates and members of the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their

request to attend the Union's annual General Council. The Union shall notify the Employer of the names of the two (2) official delegates who shall attend General Council, at least thirty (30) days in advance of the date of the General Council. In emergency situations where the Union is unable to provide thirty (30) days advance notice, delegates shall be granted leave with less than thirty (30) days' notice unless, by granting such leave, the Employer will suffer undue hardship.

**Section 34. Union Release Time**

Commented [RS1]: Housekeeping

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

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

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

**ARTICLE 6 – NO STRIKE/NO LOCKOUT**

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

**ARTICLE 7 - CONTRACTING OUT**

**Section 1.**

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

The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. Upon completion of the feasibility study, a copy of such study shall be given to the Union. The Employer shall provide the Union with no less than thirty (30) days' notice that it intends to request proposals for contracting out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not release any requests for proposals. The Union shall have the opportunity to submit its own proposal not later

than the last date for the submission of proposals. The Union shall be afforded the opportunity to demonstrate to the OCWCOG Board how current bargaining unit members could deliver the service cost effectively and/or with similar quality. Should the Union be able to demonstrate, to the Board's satisfaction, delivery of service which is equal to or better than that of the potential contractor(s) in terms of quality/cost-effectiveness, the work shall not be contracted out.

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

Section 2.

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

- (a) Up to one thousand dollars (\$1000) of outplacement counseling to be completed within an eighteen (18) month period from the implementation of the contract. Outplacement counseling may include, but is not limited to, development of a resume, assistance in job search and/or mental health counseling;
- (b) Up to nine hundred dollars (\$900), within an eighteen (18) month period from the implementation of the contract, for retraining that leads to a certificate or that enhances the employee's employability;
- (c) Up to three (3) months, or until time of other employment, whichever is shorter, a lump sum monthly severance pay equal to the employee's gross base monthly wages at the time of the layoff to all affected employees who are to be laid off as a result of the contract award and who maintain continued service through to the implementation of the awarded contract; and,
- (d) Up to three (3) months, or until time of other employment, whichever is shorter, payment of the employee's COBRA expense (health insurance premium) for those employees laid off as a result of the contract and who meet the eligibility requirements under COBRA law.

Section 3.

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

**ARTICLE 8 – PROGRAM AREAS**

Program Areas are unique clusters of employees engaged in providing a common service. There are four (4) Program Areas within the agency: General Administration; Senior and Disability Services; Community Services Program; and Community and Economic Development.

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

In the event the parties cannot resolve the disagreement within ten (10) working days after the first meeting, the Union may call for mediation. If a call for mediation is not received within fifteen (15) working days of the employer notice to amend the Program Area list, the Employer's grouping decision will be considered accepted.

## **ARTICLE 9 - HOURS OF WORK**

### Section 1.

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

### Section 2.

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

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

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

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

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

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

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

Section 3.

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

Section 4.

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

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

Section 5.

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

Section 6.

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

Section 7.

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

**ARTICLE 10 - OVERTIME**

Section 1.

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

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

Section 2.

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

Section 3.

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

**ARTICLE 11 - PROTECTED WORK TIME**

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

**ARTICLE 12 - DISCIPLINE AND DISCHARGE**

Section 1.

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

Section 2.

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

Section 3.

Upon request, an employee shall be permitted to have a Union representative present at any

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

## **ARTICLE 13 - PERSONNEL RECORDS**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

- (a) Letters of caution, consultation, warning, admonishment, and reprimand shall remain in the employee's personnel file for a maximum of thirty-six (36) months, if no recurrence of a similar infraction occurs. If after that time period there has been no recurrence of a similar infraction, and provided the person is still employed by the Employer, the information shall be removed and sealed in a confidential file, separate from the personnel file, to be kept by the Human Resources Manager.
- (b) Last Chance Agreements shall remain in an employee's personnel file for a maximum of five (5) years. After a three (3) year period the employee may request the Executive Director to remove the Last Chance Agreement from their personnel file and have it sealed in a confidential file, separate from their personnel file. If the Executive Director does not agree with removal of the Last Chance Agreement, the employee may make an additional request to have it removed after a four (4) year period and filed in a confidential file, separate from their personnel file. After five (5) years, if there has been no recurrence of a similar infraction, and provided the person is still employed by the Employer, the information shall be removed and sealed in a confidential file, separate from the personnel

file, to be kept by the Human Resources Manager.

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

- (c) The sealed confidential information shall be released only in the event of legal or liability reasons, or at an employee's supervisor's request. The employee, if still employed by the Employer, shall be notified that the sealed confidential file has or will be opened, and by whom.
- (d) Material relating to letters of caution, consultation, warning, admonishment, and reprimand shall be removed from the employee's personnel file if the employee grieves the action and the grievance is resolved in favor of the employee. Should the grievance be resolved in favor of the Employer, the material shall remain in the employee's personnel file for the time period set forth in Section 4(a) of this Article. The employee may prepare a written statement that will be included in the file regarding their views on the matter.

Section 5.

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

Section 6.

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

**ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1.

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

- (a) The written grievance shall include a statement of the grievance and relevant information, including:
  - 1. Specific names and dates (unless it is a group grievance);
  - 2. The provision(s) of the agreement alleged to have been violated including a detailed explanation of how those provision(s) were violated;
  - 3. The remedy sought; and
  - 4. The name of the designated Union representative as described in Section 2 of this Article.
- (b) The designated Union representative will also advise their own supervisor that they have a

grievance in process as soon as the grievance is filed.

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

#### Section 2.

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

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

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

#### Section 3.

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

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

- (a) Step 1: Within twenty (20) working days of the occurrence of a disputed action or from the date the offended employee should have reasonably known of the disputed action, the employee shall submit a formal Statement of Grievance form with the Employer.
- (b) Step 2: In the event a formal Statement of Grievance is filed, the immediate supervisor shall respond in writing to the employee and the Union within ten (10) working days from their receipt of the grievance. If the supervisor calls for a meeting, it will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting, rather than ten (10) working days from the receipt of the grievance.

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

- (c) Step 3: If the grievance remains unresolved, the Union representative shall, within ten (10) working days of the response from the immediate supervisor, submit a copy of the grievance file to the next highest level of supervision or the program manager, except when the next highest level of supervision is the Executive Director. If the Executive Director is the next level of supervision, the grievance shall proceed directly to Step 4. The supervisor shall respond in writing to the employee and the Union within ten (10) working days of their receipt of the grievance file. If the supervisor calls for a meeting, it<sub>14</sub>

will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting.

- (d) Step 4: If the grievance still remains unresolved, the Union representative shall, within ten (10) working days after the Step 3 response is provided, submit the grievance file to the Executive Director. The Executive Director may call a meeting of the interested parties. The Executive Director shall respond in writing within ten (10) working days from receipt of the grievance file, to the employee and the Union. If the Executive Director does call for a meeting, it will be scheduled at a mutually agreeable time and the written response will be due within ten (10) working days of the meeting.

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

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

#### Section 4.

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

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

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

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

#### Section 5.

Designated Union representatives shall be allowed time to accept an initial contact from an employee concerning potential grievance activity prior to the filing of a Statement of Grievance form. The initial contact would be limited to not more than ten (10) minutes. The designated representative will follow-up on non-duty time and determine if there is a need to proceed

further. Once determined, the designated representative will file the official Statement of Grievance form with the Employer. The designated Union representative will also notify their own supervisor that they have an investigation and/or grievance in process. Filing a grievance form allows the use of up to four (4) hours of work time to investigate, process or resolve the issues. The designated representative and their supervisor will make whatever arrangements are necessary for work coverage. In the event that additional time is needed to investigate or process the grievance, the designated Union representative will request a meeting with their supervisor to discuss additional time expectations, and to work out a mutually acceptable plan for work coverage. This meeting will be held prior to the expenditure of the additional work time.

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

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

#### **ARTICLE 15 – LIMITED-TERM POSITIONS / APPOINTMENTS**

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

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

#### **ARTICLE 16 - PROBATIONARY PERIOD**

##### Section 1.

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

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

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

##### Section 2.

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

Section 3.

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

Section 4.

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

- (a) Leave: ~~No leave other than Employees shall be eligible to use authorized leave without pay, leave mandated by law that may include leave without pay, sick leave, vacation leave accrued, compensatory time, or and holidays per Article 23, Section 1 and 2 shall be taken by an employee during their~~ probationary period.
- (b) Accrual of Leave: Sick leave and vacation leave benefits based upon or earned in connection with time worked shall accumulate during an employee's probationary period; ~~but use of vacation leave shall not be allowed until the employee is appointed to regular status.~~
- (c) Insurance Benefits: Probationary period employees shall be enrolled in the insurance programs beginning the first day of the first full month following their date of hire provided they meet the minimum hourly eligibility requirements of the carrier, with the benefits to be paid pursuant to Article 33 - Insurance.
- (d) Retirement Program: The Employer participates in the Oregon Public Employees Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP). New hires who are active members of one of these plans shall have Employer and employee contributions to the applicable plan commence on their continuous service date. New hires who are not active members of one of these plans, shall have Employer and employee contributions to the applicable plan commence on the first of the month following completion of the initial six (6) month probationary period.
- (e) Termination While on Probationary Status: An employee who is terminated while on probationary status shall lose all accumulated benefits and leave time. No payment will be made for unused benefits.

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Section 5.

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

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

## **ARTICLE 17 - SENIORITY**

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

## **ARTICLE 18 – LAYOFF AND FURLOUGH**

### **A. Layoff**

#### **Section 1. Definition of Layoff:**

A layoff is defined as an involuntary separation from employment for reasons not reflecting discredit on the employee.

#### **Section 2. Notice of Layoff:**

The Union, to include Union sub-local officers, shall be notified of any pending layoff situation(s) ~~five-twenty~~ (~~520~~) working days prior to the issue of any layoff notices being given to the workforce. A meeting shall occur as soon as possible between Union officers and the Employer to ensure transparency around layoffs, the contract is being followed, and as needed, to develop joint communications to affected staff. In the event the Employer determines that a layoff is necessary, the affected employee(s) shall be notified in writing at least twenty (20) working days in advance of the effective date of the layoff. The layoff notice will include a description of the options available to the employee under Section 4 of this Article.

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

#### **Section 3. Order of Layoff:**

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

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

#### **Section 4. Layoff Options:**

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

- (a) The employee elects to bump another employee; or,

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

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

Section 5. Employer Right To Retain a Less Senior Employee:

The Employer has the right to retain a less senior employee based on a finding that the more senior employee's qualifications, knowledge, experience, skills and/or abilities in combination do not demonstrate a capability to carry out the remaining tasks described in the new or existing job description. In making this determination, the Employer shall use the following criteria:

- (a) The senior employee has received one or more steps in progressive discipline (excluding verbal warning) in the last six (6) months; and, the employee is not in compliance with the corrective actions identified as a result of the progressive discipline.
- (b) The job duties of the retained position require experience, skills, knowledge and abilities possessed by the less senior employee and not possessed by the more senior employee, or the more senior employee is not capable of adequately performing. This may include licensures and certifications possessed by the less senior employee and not possessed by the more senior employee. In making a determination to retain the less senior employee, the Employer's decision shall not be arbitrary, capricious, or discriminatory.

Section 6. Bumping Process:

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

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

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

Section 7. Rate of Pay:

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

Section 8. Transfer or Demotion in Lieu of Layoff:

If a position is available, an employee may take a voluntary demotion to a lower classification or accept a transfer, in lieu of layoff.

Demotion and transfer are dependent upon a vacant position being offered by the Employer. If the Employer determines that more than one employee is eligible for transfer or demotion, and intends to offer transfer or demotion, the Employer shall offer the vacant position to the employee with the most seniority first, as determined by their continuous service with the Employer. Pay rates shall be in accordance with Section 7 of this Article.

Section 9. Recall Rights:

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

Section 10. Order of Recall:

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

Section 11. Notice of recall:

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

Section 12. Geographic Area:

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

Section 13 Layoff due to Artificial Intelligence.

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

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~~Removal from Recall List: An employee shall be removed from the recall list and seniority broken, if:~~

- ~~(a) An employee fails to respond to the written notice of recall within ten (10) working days; or,~~
- ~~(b) Fails to return to work within fifteen (15) working days inclusive of the recall notice, unless additional time is requested in writing within the first ten (10) days and is agreed to by the Employer.~~

Section 14 Layoffs due to Catastrophic Conditions

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

Section 15. Removal from Recall List;

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

- (a) An employee fails to respond to the written notice of recall within ten (10) working days; or,
- (b) Fails to return to work within fifteen (15) working days inclusive of the recall notice, unless additional time is requested in writing within the first ten (10) days and is agreed to by the Employer.

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Section 16. Grievance During Layoff;

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

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

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B. Furlough

Section 1.

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

Section 2.

Once the Employer has made a decision to implement furlough, the Union shall be notified of that decision at least ~~five-sixty (560) working~~ days prior to notifying the affected program and/or work unit of the need to meet to discuss alternatives for scheduling the furlough.

Section 3.

At least ~~twenty-sixty (2060) working~~ days prior to implementing furlough, the affected program and/or work unit manager will make available furlough protocols for scheduling and implementation for that program and/or work unit, as described in Appendix B.

Section 4.

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

Section 5.

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

**ARTICLE 19 - FILLING OF VACANCIES**

Section 1.

All employees who desire to transfer to another position within their same classification may file

a letter of intent, including the reason(s) the transfer is desired, at any time with the Human Resources Manager. The Human Resources Manager will maintain a file with such transfer requests.

Section 2.

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

Section 3.

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

Section 4.

The Human Resources Manager shall provide the names of persons expressing an interest in transferring to the vacant position as well as their reason(s) for requesting a transfer to the manager filling an announced vacancy. Such list shall include employees who have indicated an interest in transfer as provided in Section 1 of this Article, as well as those responding to the notice provided for in Section 2 of this Article.

Section 5.

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

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

Section 67.

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

Section 78.

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

Section 89.

When making a selection for filling a vacancy, the Employer will decide based upon the

qualifications, knowledge, skills, abilities, and experience of the applicant to perform the duties of the vacant position. The Employer is the sole judge in the evaluation of these factors and will not be arbitrary, capricious, or discriminatory in making this determination.

Section 910.

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

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

**ARTICLE 20 - JOB SHARING**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

**ARTICLE 21 - EDUCATION, TRAINING AND DEVELOPMENT**

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

Section 1.

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

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

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

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

Section 2.

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

Section 3.

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

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

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

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

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

Section 4.

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

Section 5.

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

**ARTICLE 22 - PERFORMANCE REVIEWS**

Section 1.

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

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

All written comments provided by the employee shall be attached to the performance review.

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

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

Section 2.

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

**ARTICLE 23 – HOLIDAY COMPENSATION**

**Section 1.**

The following shall be recognized and observed as paid holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Afternoon of Christmas Eve	½ day of December 24th
Christmas Day	December 25

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

**Section 2.**

Employees shall be eligible for holiday leave as follows:

- (a) Full-time employees shall be given eight (8) hours compensation each holiday, excluding the afternoon of Christmas Eve, which shall be four (4) hours.
- (b) Part-time employees shall be given holiday pay prorated on the percentage of full-time work. For example, a person working thirty (30) hours per week is working 75 percent of full-time and would therefore earn six (6) hours of holiday pay per holiday ( $8 \times .75 = 6$ ).

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

Section 6.

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

Section 7.

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

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

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

**ARTICLE 24 - VACATION SCHEDULING**

Section 1.

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

<u>0 mos. to 36 mos.</u>	<u>8 hours/month</u>
<u>37 mos. to 72 mos.</u>	<u>10 hours/month</u>
<u>73 mos. to 144 mos.</u>	<u>14 hours/month</u>
<u>145 mos. and above</u>	<u>16 hours/month</u>
<u>0 mos. to 24 mos.</u>	<u>8 hours/month</u>
<u>25 mos. to 48 mos.</u>	<u>10 hours/month</u>
<u>49 mos. to 72 mos.</u>	<u>12 hours/month</u>
<u>73 mos. to 96 mos.</u>	<u>14 hours/month</u>
<u>97 mos. to 240 mos.</u>	<u>16 hours/month</u>
<u>241 mos. and above</u>	<u>18 hours/month</u>

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

Section 2.

Employees shall be eligible for vacation leave as follows:

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

Section 3.

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

Section 4.

~~On January 1st of each year, an employee's maximum beginning vacation balance may be no more than~~ Effective on the first day of the first pay period in January of each year, an employee's starting vacation balance must not exceed three hundred and seventy-six (300376) hours. Any accrued vacation hours ~~over the three hundred (300) maximum beginning balance on December 31st of each year shall be added~~ in excess of the vacation accrual maximum will be automatically transferred to the employee's sick leave balance.

Section 5.

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

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

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

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

Section 6.

Upon approval of the Program Director, or designee, an employee may elect to pre-pay up to forty (40) hours of vacation leave. The employee shall make a one-time election in December for the next calendar year of the number of hours. All hours must be paid for prior to using the

vacation leave. Employees must pay for pre-paid vacation in whole hours and must purchase a minimum of five (5) hours. Payment will be made via payroll deduction.

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

#### Section 7.

An employee may make a request to cash out up to twenty-five percent (25%) of the dollar value of their accrued and available vacation leave balance ~~at the time of cash out, but no less than five (5) hours. The employee may cash out no more than two (2) times per calendar year, but not within the same month.~~ The balance of vacation hours shall be adjusted based on the employee's current rate of pay. paid on the pay date associated with the timecard submission.

#### Section 8.

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

### **ARTICLE 25 - SICK LEAVE**

#### Section 1.

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

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

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

#### Section 2.

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

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

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

#### Section 3.

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

- (a) Minimum Time: Sick leave shall be utilized in one-quarter (1/4) hour blocks of time.
- (b) During Other Leave: If a person is sick during another paid leave, excluding all holidays except personal days, they may claim sick leave and save the other paid leave for later use. In this event the employee must notify the Employer as soon as possible in writing of this change in leave.
- (c) Notification: An employee who is ill and unable to report for work shall make a reasonable effort to notify their immediate supervisor within at least thirty (30) minutes of reporting time. A person on sick leave must notify the Employer on a daily basis of their estimated date of return. If it is known in advance that the sick leave will last more than a week, notification need occur only once a week.
- (d) Return From Sick Leave: Upon return from sick leave, the employee must accurately fill out the appropriate sick leave form.

#### Section 4.

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

#### Section 5.

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

#### Section 6.

After one (1) year of continuous employment and after all other leaves have been exhausted, an

employee can access up to two (2) weeks of unaccumulated sick leave. Unaccumulated sick leave may only be drawn once by the employee until it has been repaid, unless authorized by the Executive Director as a “special exception”.

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

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

Section 7.

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

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

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

**ARTICLE 26 - LEAVES OF ABSENCE**

Section 1.

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

- (a) Compassionate Leave: A maximum of three (3) days paid leave, or a prorated amount for part-time employees, shall be granted in the event of terminal illness or death of an individual within an employee's immediate family. An additional two (2) days paid leave shall be granted if travel of one hundred ~~fifty~~ (150/100) or more miles one way is required for this purpose.

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

“Immediate family” for the purposes of Compassionate Leave is defined as the: legal

~~dependents, employee's spouse, domestic partner, siblings, a parent including a custodial parent, biological parent, adoptive parent, foster parent, parent-in-law, a parent of a domestic partner, a person with whom the family has or is in a relationship of in loco parentis, a child including biological child, an adoptive child, step-child, foster child, a child of a domestic partner, aunt, uncle, grandparent, and grandchild. The immediate family shall consist of the employee's relatives and in-laws, legal and/or biological parents of the employee's minor child/children, or permanent members of the employee's household. Immediate family also includes domestic partner and the equivalent family relations, for employees who are in a qualifying domestic partner relationship pursuant to the agency's health insurance coverage.~~

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

#### Section 2.

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

#### Section 3.

- (a) The Employer will comply with the ~~minimal~~ provisions of ~~ORS 659A.150 to 659A.186 (Family Leave)~~ the Oregon Family Leave Act (OFLA) and Paid Leave Oregon (PLO).
- (b) The Employer will implement and comply with the provisions of the federal and state Family Medical Leave Act (FMLA) for all members of the bargaining unit who qualify for and request leave under the Act.
- (c) In those instances in which ~~the~~ statute allows the Employer choices in (a) and (b) herein, the Employer shall retain the right to exercise those choices.

#### Section 4.

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

#### Section 5.

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

#### Section 6 Disaster Leave.

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

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article, with exception to 7.b bullets 1, 3, and 4.

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

#### Section 7

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

- a) In order to be eligible to donate, the donating employee must have sufficient benefits to ensure at least 24 hours of paid vacation benefits remain after the donation.
- b) To be eligible to receive donated vacation benefits, an employee must:
  - Have an OFLA qualifying condition;
  - Have exhausted all paid vacation, sick leave, compensatory time, and other paid time off benefits;
  - Not be eligible for disability benefits (under PERS, Worker's Comp, or the Agency's long-term disability benefits or Oregon Paid Leave Insurance); and
  - An employee will not receive more donated leave than necessary to cover the approved period of absence.

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

#### **ARTICLE 27 – DRUG AND ALCOHOL**

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

- (a) Employees will be responsible for consulting with their pharmacist or health care provider if they reasonably believe that a prescription or non-prescription drug could impair their ability to safely and competently perform their essential job functions. This also includes consulting with their pharmacist or health care provider about potential drug interactions if they are taking more than one kind of medication. If there are any such side effects, the employee must promptly notify Human Resources before performing or continuing to perform their job duties. The employee does not need to disclose the medical condition for which the medication is being taken unless the Employer determines that this is necessary to comply with its legal obligations, such as FMLA/OFLA purposes or reasonable accommodations. In the event the Employer has a reasonable basis to believe the employee cannot safely and competently perform their essential job functions, medical verification of the ability to safely perform essential job functions may be required before they are allowed to continue their work assignment.

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

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

- (b) The Employer will offer the same training to Union stewards and officers as provided to managers in the implementation and application of the Drug and Alcohol policy.
- (c) Supervisors will advise employees that they may request a steward or Union officer be present as an observer during the testing process if a steward or Union Officer is available and can be present without delay to the testing process.
- (d) The Union or individual employees may grieve if they believe that they were tested without reasonable suspicion and/or without cause.
- (e) Post-Accident Testing: Employees may be tested following a work-related accident resulting in a fatality, bodily injury to any person requiring medical treatment away from the scene, property damage, or if the Employer feels there is reasonable suspicion. The Employer may waive testing if it determines that the employee's actions or inactions were not a factor in causing the accident or it determines that employee drug use is unlikely to have contributed to the incident, or if drug testing is unlikely to accurately identify impairment caused by drug use, etc.

Employees who are involved in such accidents may also be tested for alcohol, by use of a breathalyzer if there is reasonable suspicion to believe they had prohibited levels of alcohol present in their system at the time of the accident. Employees are prohibited from consuming alcohol or taking drugs (excluding prescribed drugs consistent with the prescribing provider's instructions) between the time of the accident and testing.

## **ARTICLE 28 – WAGES**

### **Section 1.**

Effective October 1, 202~~5~~<sup>3</sup> through September 30, 2024, employees shall be paid according to the salary schedule in Appendix A attached and made a part of this Agreement. Appendix A reflects a ~~five-three and one quarter~~ percent (3.25%) Cost of Living adjustment.

~~Upon-Within 30 days of ratification, employees may elect to will receive a one-time payment of one thousand dollars (\$1000) after tax, in cash payment, or a one thousand, one hundred and sixty dollars (\$1,160) contribution to a deferred compensation account with one of the Employer's established providers. The one-time payment will be prorated based on the employee's full time~~

equivalency (FTE) five hundred-fifty dollars (\$550).

Section 2.

Effective October 1, 2024, employees shall be paid according to the salary schedule in Appendix A attached and made a part of this Agreement. Appendix A reflects a ~~four~~ three percent (3%) Cost of Living adjustment.

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

Section 3.

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

~~By October 8, 2024, On the Friday before Thanksgiving of 2027, employees may elect to will receive a one-time payment of one thousand (\$1000) after tax, in cash payment, or a one thousand, one hundred and sixty dollars (\$1,160) contribution to a deferred compensation account with one of the Employer's established providers. The one-time payment will be prorated based on the employee's full-time equivalency (FTE) five hundred-fifty dollars (\$550).~~

Section 4.

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

Section 53.

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

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

**ARTICLE 29 - FUNDING**

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

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

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requests or acquisition of the necessary grants, local contributions or fees for service.

**ARTICLE 30 - RETIREMENT**

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

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

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

~~The Employer will pay the Employer and employee contribution necessary for participation in the Oregon Public Employees Retirement System and the Oregon Public Service Retirement Plan for all eligible employees.~~

**ARTICLE 31 - SALARY ADMINISTRATION**

Section 1.

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

Section 2.

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

Section 32.

~~Newly hired employees’ continuous service date shall be the first day worked. Employees who begin work prior to the sixteenth (16th) day of the month shall have a continuous service date of the first calendar day of that month. Employees who begin work after the fifteenth (15th), shall have a continuous service date of the first calendar day of the next month.~~

Section 34.

When an employee is promoted, they will receive a pay increase to the first step of the new range at or above their current salary. If a promoted employee's prior anniversary date falls within the first six (6) months in the new position, the employee shall be eligible for a step increase on that date if, as a result of the promotion, the employee's new salary is less than what the employee would have received had they not been promoted and had received a merit salary increase in the previous salary range. After six (6) months in the new position the employee shall be eligible for a step increase to the next step in the new salary range and a new anniversary date.

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shall be established on that date.

Section 45.

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

~~Section 5.~~

~~All employees shall be paid no later than the last working day of the month, except in cases outside the control of the Employer.~~

Section 6.

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

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

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

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

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

with no penalty. If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to Human Resources.

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

Section 7.

- (a) Employees shall be granted an annual step increase on their anniversary date if the employee is not at the top step of the salary range of their classification, and provided the employee's performance is not below the minimum acceptable level as reflected in their performance evaluation. Employees whose performance is below the acceptable minimum level shall not receive an increase. An employee shall be eligible for an annual increase until they reach the top step in their salary range.
- (b) An employee who has received a promotion shall be eligible for an increase under Section 3 of this Article and annually thereafter until they reach the top step in their salary range.
- (c) When the progress or performance of an employee who has not reached the top step in their salary range has been outstanding, they may be recommended for additional increases for their class of work. Such increases will not affect their salary review date.
- (d) Longevity steps will be awarded to eligible employees per Article 35, Section 2.

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**ARTICLE 32 - CLASSIFICATION AND RECLASSIFICATION OF POSITIONS**

Section 1.

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

affected employee will be given the opportunity to provide input prior to a decision being made.

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

### Section 2. Employee-Initiated Requests for Classification Review

- (a) Any employee may submit a request in writing for reclassification upward to the immediate supervisor with a copy to the Human Resources ~~Manager-Department~~ for review and recommendation to the ~~Executive-Agency~~ Director.
- (b) Human Resources shall have ninety (90) days from the date a request for reclassification is received to make a written recommendation and get the approval or denial from the ~~Executive-Agency~~ Director. Human Resources shall provide periodic, written updates to the employee and the Union, not less than every thirty (30) days.

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

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

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

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

### Section 3.

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

If the incumbent is retained, they shall be:

- (a) Advanced to the new classification at a step which is immediately higher than their previous salary rate in the old range.
- (b) Placed on probation to the position. Upon satisfactory completion of the six (6) month probationary period, the employee will be eligible to proceed to the next step of the range.
- (c) Given a new anniversary date, which shall be the first (1st) of the month after completion of the probationary period in the reclassified position.

Section 4.

- (a) The Employer shall, sixty (60) days in advance of a reclassification downward of any position, notify the employee in writing of the action and the specific reasons.
- (b) When an employee's position has been reclassified to a lower classification, their salary rate shall remain the same, as long as the rate is within the salary range of the lower classification. If the employee's salary rate is not within the lower salary range, the employee's salary shall remain frozen until the new range reaches their pay level.
- (c) Employees who are reclassified downward will be eligible to apply for reemployment to the classification from which they were reclassified downward if the previous classification still exists or is recreated, when a vacancy occurs.

**ARTICLE 33 – INSURANCE**

Section 1.

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

Section 2.

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

Section 3.

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

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

If there are changes to the legislative cap on insurance premium increases that will impact the Employer's budget to the degree that there will be significant changes to service levels or

employment levels, the terms of this article shall be open to bargaining upon publication of rate changes.

Section 4. Health Savings Account.

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

By October 15, 2023, the Employer will submit contribution of ~~three hundred dollars (\$300)~~ ~~one thousand six hundred dollars (\$1,600)~~ three thousand two hundred dollars (\$3,200) for employees selecting coverage as a single employee, and ~~four hundred dollars (\$400)~~ three thousand two hundred dollars (\$3,200) for employees selecting coverage as a two-party/family into their HSA account at the HSA bank.

Commented [EP3]: @Joe LeBlanc Fixed 1060 to correct 1600.

~~By January 10, 2024, the Employer will submit contributions of twelve hundred dollars (\$1,200) for employees selecting coverage as a single employee; or, twenty six hundred dollars (\$2,600) for employees selecting coverage as a two party/family into their HSA account at the HSA bank. Annually thereafter, the contributions outlined above will be completed by October 15.~~

~~In subsequent years of the agreement the Employer will submit contribution of three hundred dollar (\$300) for employees selecting coverage as a single employee, and four hundred dollars (\$400) for employees selecting coverage as a two party/family into their HSA account at the HSA bank not later than the second Monday of October. By the second Monday of January, the Employer will submit contributions of twelve hundred dollars (\$1,200) for employees selecting coverage as a single employee; or twenty six hundred dollars (\$2,600) for employees selecting coverage as a two party/family into their HSA account at the HSA bank.~~

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

Section 5. Employee Payroll Deductions for HSA Contributions.

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

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Section 6. Flexible Spending Account.

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

Section 7. Insurance Opt-Out.

If an Employee has minimal essential medical coverage for themselves and all other individuals for whom the employee can reasonably expect to claim a personal tax exemption deduction, the Employee may elect not to enroll in core (medical, dental and vision) benefit coverage and is eligible to receive a monthly Employer payment of six-hundred dollars (\$600). An Employee may elect to opt out of medical only coverage and will receive a monthly Employer payment of four-hundred dollars (\$400). An employee receiving a monthly opt-out cash payment, may receive it as cash added to their wages, or may designate it to a pretax option such as a Flexible

Spending Account (FSA), in accordance with I.R.C. 125(i), for medical reimbursement, dependent care reimbursement, or deferred compensation, in accordance with I.R.C. 457(f). Eligible Employees electing to opt out must:

- a. Opt out of medical, dental and vision benefits or medical only benefits;
- b. Provide proof of current medical coverage under another employer-sponsored group plan, Medicare, TRICARE or other plan that meets the minimal essential coverage standard;
- c. Complete the Employer opt-out form and submit their election to opt out through the OEBB benefit management system; and
- d. Opt out at the time of hire, when initially meeting eligibility, during an open enrollment period, or following a qualifying event.

Section 87.

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

- (a) The Health Insurance Committee (HIC) shall be composed of eight (8) members: four (4) representing management of the COG, and four (4) representing the Union. Each party shall select its own representatives in accordance with committee by-laws. The Human Resources Manager and the SEIU Staff Organizer shall be ex-officio members of the HIC.
- (b) The HIC activities shall be consistent with this mission and charge:
  1. Using a long-range global perspective, the OCWCOG Health Insurance Committee is charged to gather information and review options that will enable the Employer to offer the best possible insurance package for employees. Within this context, the committee will make every effort to acknowledge and reflect the diverse insurance needs of the various populations represented in the different agency divisions and work locations.
  2. To accomplish this charge the HIC shall operate within the currently adopted bylaws.

(c) The HIC shall form and begin scheduling meetings no later than March 15 of each calendar year. HIC will make advisory recommendations to the Agency Director according to Appendix C of this Agreement by June 5th of each calendar year at least three business days prior to the deadline provided by OEBB.

(e) The parameters of the HIC shall be as follows:

1. Based on current insurance information, it may be necessary to have no “opt-outs” for employees and their dependents. However, the HIC will be responsible for researching the best plan for employees. It will be acceptable if an appropriate and affordable plan that allows “opt-outs” can be found.
2. When comparing the analysis and presentation of potential plans, the HIC will use actual rates.
3. If the HIC recommends a plan that will not allow for life and disability coverage, the HIC will research options for affordable voluntary products.

(d) Regularly scheduled meetings shall be on release time, including travel time that occurs 42

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during the regularly scheduled workday.

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

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

Section 89.

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

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

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

**ARTICLE 34 - MILEAGE/EXPENSE ALLOWANCE**

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

Subsistence allowance for authorized official overnight trips will be compensated ~~on the basis of reasonable actual expenses upon submission of receipts for said expenditures, using the~~ current Federal General Services Administration (GSA) per diem rate for the region where the expense occurs.

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

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**ARTICLE 35 - LONGEVITY**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

**ARTICLE 36 - INCENTIVE PROGRAMS**

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Prior to implementation of an incentive program, a finalized draft of the incentive program plan/proposal shall be given to the Union and the appropriate advisory board for approval.

Section 7.

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

Section 8.

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

**ARTICLE 37 - HEALTH AND SAFETY**

Section 1 Safety and Reporting.

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

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

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

All safety incident and concern reports must be reviewed by the Safety Committee within one-45

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

Section 2 Safety Equipment.

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

Section 3 Safety Committee.

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

Section 4 Health and Wellness Committee.

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

Section 5 Hazardous Situations and Hazard Pay.

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

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

Section 6: Inclement Conditions and Site Closures.

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

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

In the absence of a worksite closure, an employee who determines that they cannot safely reach their assigned work location, or that they must leave early due to inclement weather, will make

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proper notification to their supervisor and charge time missed from their scheduled shift to vacation time, compensatory time or leave without pay.

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

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

#### Section 7: Training

The employer will perform active assailant, situational awareness, de-escalation and emergency preparedness trainings as a part of the employers required training plan.

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

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#### Section 8: Community Visits

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

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

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#### Section 9: Critical Incident

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

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

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

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

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#### Section 10: Communication

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

#### Section 11: Workload Prioritization

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

- The supervisor/manager will respond to the request within five (5) working days and schedule a meeting with the employee to discuss the factors contributing to the workload issue(s).
- If the supervisor/manager does not provide a timely response, the employee may forward the original email request to the next level of management in their program or department.
- The supervisor/manager and employee will meet jointly to review the workload issue and collaboratively problem solve the issue brought forward to the best of their ability within ten (10) working days of having received the request.
- Following the meeting, a written summary will be provided by the supervisor within five (5) working days outlining the resolution of the issue and providing a check in/follow up time.

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### **ARTICLE 38 - AGENCY COMMUNICATION**

#### Labor Management Advisory Committee (LMAC)

##### Section 1.

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

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

The purpose of the Committee shall be to:

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

##### Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

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

Section 7.

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

Participatory Decision Making (PDM)

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

Other Committees

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

**ARTICLE 39 – OUTSIDE EMPLOYMENT**

Employees shall discuss with their supervisor any outside work (compensated or non-

compensated), which will involve COG members and/or clients, or businesses that the COG contracts with.

Employees engaged in work outside the COG shall not:

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

#### **ARTICLE 40 - ENTIRE AGREEMENT**

##### **Section 1.**

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

##### **Section 2.**

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

#### **ARTICLE 41 - SAVINGS CLAUSE**

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

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

#### **ARTICLE 42 - RECORDED CALLS**

In an effort to provide better quality assurance, training, client dispute resolution and additional backup documentation, the recording of telephone calls may be implemented. The calls to be recorded are those which originate through the Automated Call Distribution (ACD) system. All

call recordings will comply with all state and federal laws, including notification requirements.

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

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

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

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

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

## **ARTICLE 43 - TELEWORK**

### **Section 1. Eligibility.**

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

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

### **Section 2. Application.**

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

### **Section 3. Implementation.**

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

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

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

**Section 4. Reapplication.**

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

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

**Section 5. Temporary Modification of Telework Agreement.**

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

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

**Section 6. Appeals.**

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

**ARTICLE 44 - TERM OF AGREEMENT**

Except as provided for herein, this Agreement shall become effective upon signing by the parties and shall remain in full force and effect through September 30th, 2028~~5~~. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no later than March 1st prior to the expiration date of a desire to terminate and/or modify the Agreement.

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

FOR THE OREGON CASCADES  
WEST COUNCIL OF GOVERNMENTS

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Crystal Mohamed, Bargaining Delegate, President

---

Paul Egbert, Agency Director

---

, Bargaining Delegate, Vice President

---

Ryan Schulze, Human Resources Director

---

Erica Patten-Bearden, Bargaining Delegate,  
Secretary

---

Ashley Bogue-Brown, Program Supervisor

---

, Bargaining Delegate, Treasurer

---

Alicia Lucke, Program Manager

---

, Bargaining Delegate, Chief Steward

---

Marit Nelson, Program Director

---

Joe LeBlanc, Spokesperson

---

Melissa Unger, Executive Director

Letter of Agreement – Article 28, Wages

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

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

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

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

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

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

**LETTER OF AGREEMENT**  
**Lead Differential**

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

The parties hereby agree to the following:

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

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

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

~~Leadwork differential shall not be computed at the rate of time and one half (1 ½) for the time worked in an overtime or holiday work situation. Leadwork differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee. If an employee believes that they are performing the duties that meet the criteria of this policy, but the duties have not been formally assigned in writing, the employee may request the differential with their supervisor. If the request is denied, the employee may notify Human Resources in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the supervisor of the issue. If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty. If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to Human Resources.~~

## LETTER OF AGREEMENT

### Article 28 Wages and Article 31 Salary Administration

#### Salary Structure

The purpose of this Letter of Agreement is to make required modifications to Article 31, Salary Administration, of the Parties' Collective Bargaining Agreement in order for the Employer to pay employees' wages per the newly proposed salary structure.

#### Effect of OCWCOG Represented Salary Study on Employee Steps:

1. SEIU and the Employer agree to adopt the salary structure tentatively agreed to on August 29, 2023. Employees will be moved to the proposed salary structure effective upon ratification.
2. To establish an equitable process for assigning existing positions to the newly adopted salary structure:
  - a. Positions will be allocated by aligning the top step of the existing salary range to the top step of the appropriate salary range of the newly adopted salary structure.
  - b. Where a position does not directly align with the new salary structure, the position will be placed on the next closest step to their current salary that does not result in a decrease in wages:
    - i. For purposes of implementing the new structure, the consecutive years of service requirement for Longevity Steps will be waived where an employees' next closest step would result in them needing to be placed on Longevity Step 1.
    - ii. Employees will experience no impacts to their anniversary date as a result of implementation of this LOA.

#### Effect of OCWCOG Represented Salary Study on Salary Ranges:

- a. Where an existing classification total compensation is 105%, up to 110% of the market at the top step, the position will be moved to a salary range equal to or higher than the existing salary range.
- b. For positions where the top step is over 110% of total compensation, that position will be moved to a salary range where the new top step is as close to 110% of total compensation as possible.
- c. All employees, upon ratification, and upon reaching the top longevity step in their position, shall receive a differential shall be awarded to the employee equal to the difference between the August 29, 2023 new top step amount for their new salary range and the 2021-2023 CBA top step amount for their position, if the August 29, 2023 top step amount is less than the 2021-2023 CBA top step amount. Such differential shall remain in place as long as the employee remains in the position.
- d. Where an existing classification's total compensation at the top step is less than 95% of market, that position will be moved to a salary range that would result in no less than 100% of the market for total compensation at the top step of the range.

**APPENDIX A**  
**OCWCOG REPRESENTED STAFF**  
8.29.23 Salary Ranges for Staff

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

**APPENDIX A (CON)**

**8.29.23 Wage Tables**

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LGS1	LGS2	LGS3	LGS4	LGS5
1	\$15.68	\$16.46	\$17.29	\$18.15	\$19.06	\$20.01	\$21.01	\$21.33	\$21.65	\$21.97	\$22.30	\$22.63
2	\$16.07	\$16.87	\$17.72	\$18.60	\$19.53	\$20.51	\$21.54	\$21.86	\$22.19	\$22.52	\$22.86	\$23.20
3	\$16.47	\$17.30	\$18.16	\$19.07	\$20.02	\$21.02	\$22.07	\$22.41	\$22.75	\$23.09	\$23.44	\$23.79
4	\$16.88	\$17.73	\$18.61	\$19.55	\$20.52	\$21.55	\$22.63	\$22.97	\$23.31	\$23.66	\$24.01	\$24.37
5	\$17.31	\$18.17	\$19.08	\$20.03	\$21.04	\$22.09	\$23.19	\$23.54	\$23.89	\$24.25	\$24.61	\$24.98
6	\$17.74	\$18.63	\$19.56	\$20.54	\$21.56	\$22.64	\$23.77	\$24.13	\$24.49	\$24.86	\$25.23	\$25.61
7	\$18.18	\$19.09	\$20.05	\$21.05	\$22.10	\$23.21	\$24.37	\$24.73	\$25.10	\$25.48	\$25.86	\$26.25
8	\$18.64	\$19.57	\$20.55	\$21.57	\$22.65	\$23.79	\$24.98	\$25.35	\$25.73	\$26.12	\$26.51	\$26.91
9	\$19.10	\$20.06	\$21.06	\$22.11	\$23.22	\$24.38	\$25.60	\$25.98	\$26.37	\$26.77	\$27.17	\$27.58
10	\$19.58	\$20.56	\$21.59	\$22.67	\$23.80	\$24.99	\$26.24	\$26.63	\$27.03	\$27.44	\$27.85	\$28.27
11	\$20.07	\$21.07	\$22.13	\$23.23	\$24.40	\$25.61	\$26.90	\$27.30	\$27.71	\$28.13	\$28.55	\$28.98
12	\$20.57	\$21.60	\$22.68	\$23.81	\$25.01	\$26.26	\$27.57	\$27.98	\$28.40	\$28.83	\$29.26	\$29.70
13	\$21.09	\$22.14	\$23.25	\$24.41	\$25.63	\$26.91	\$28.26	\$28.68	\$29.11	\$29.55	\$29.99	\$30.44
14	\$21.61	\$22.69	\$23.83	\$25.02	\$26.27	\$27.58	\$28.96	\$29.40	\$29.84	\$30.29	\$30.74	\$31.20
15	\$22.15	\$23.26	\$24.42	\$25.65	\$26.93	\$28.27	\$29.69	\$30.13	\$30.58	\$31.04	\$31.51	\$31.98
16	\$22.71	\$23.84	\$25.03	\$26.29	\$27.60	\$28.98	\$30.43	\$30.89	\$31.35	\$31.82	\$32.30	\$32.78
17	\$23.28	\$24.44	\$25.66	\$26.94	\$28.29	\$29.71	\$31.19	\$31.66	\$32.13	\$32.61	\$33.10	\$33.60
18	\$23.86	\$25.05	\$26.30	\$27.62	\$29.00	\$30.45	\$31.97	\$32.45	\$32.94	\$33.43	\$33.93	\$34.44
19	\$24.45	\$25.68	\$26.96	\$28.31	\$29.72	\$31.21	\$32.77	\$33.26	\$33.76	\$34.27	\$34.78	\$35.30
20	\$25.06	\$26.32	\$27.63	\$29.02	\$30.47	\$31.99	\$33.59	\$34.09	\$34.60	\$35.12	\$35.65	\$36.18
21	\$25.69	\$26.98	\$28.32	\$29.74	\$31.23	\$32.79	\$34.43	\$34.95	\$35.47	\$36.00	\$36.54	\$37.09
22	\$26.33	\$27.65	\$29.03	\$30.48	\$32.01	\$33.61	\$35.29	\$35.82	\$36.36	\$36.91	\$37.46	\$38.02
23	\$26.99	\$28.34	\$29.76	\$31.25	\$32.81	\$34.45	\$36.17	\$36.71	\$37.26	\$37.82	\$38.39	\$38.97
24	\$27.67	\$29.05	\$30.50	\$32.03	\$33.63	\$35.31	\$37.08	\$37.63	\$38.19	\$38.76	\$39.34	\$39.93
25	\$28.36	\$29.78	\$31.27	\$32.83	\$34.47	\$36.19	\$38.00	\$38.57	\$39.15	\$39.74	\$40.34	\$40.95
26	\$29.07	\$30.52	\$32.05	\$33.65	\$35.33	\$37.10	\$38.95	\$39.54	\$40.13	\$40.73	\$41.34	\$41.96
27	\$29.79	\$31.28	\$32.85	\$34.49	\$36.21	\$38.03	\$39.93	\$40.53	\$41.14	\$41.76	\$42.39	\$43.03
28	\$30.54	\$32.07	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$41.54	\$42.16	\$42.79	\$43.43	\$44.08
29	\$31.30	\$32.87	\$34.51	\$36.24	\$38.05	\$39.95	\$41.95	\$42.58	\$43.22	\$43.87	\$44.53	\$45.20
30	\$32.08	\$33.69	\$35.37	\$37.14	\$39.00	\$40.95	\$43.00	\$43.64	\$44.29	\$44.95	\$45.62	\$46.30

31	\$32.89	\$34.53	\$36.26	\$38.07	\$39.97	\$41.97	\$44.07	\$44.73	\$45.40	\$46.08	\$46.77	\$47.47
32	\$33.71	\$35.39	\$37.16	\$39.02	\$40.97	\$43.02	\$45.17	\$45.85	\$46.54	\$47.24	\$47.95	\$48.67
33	\$34.55	\$36.28	\$38.09	\$40.00	\$42.00	\$44.10	\$46.30	\$47.00	\$47.71	\$48.43	\$49.16	\$49.90
34	\$35.42	\$37.19	\$39.05	\$41.00	\$43.05	\$45.20	\$47.46	\$48.17	\$48.89	\$49.62	\$50.36	\$51.12
35	\$36.30	\$38.12	\$40.02	\$42.02	\$44.12	\$46.33	\$48.65	\$49.38	\$50.12	\$50.87	\$51.63	\$52.40
36	\$37.21	\$39.07	\$41.02	\$43.07	\$45.23	\$47.49	\$49.86	\$50.61	\$51.37	\$52.14	\$52.92	\$53.71
37	\$38.14	\$40.05	\$42.05	\$44.15	\$46.36	\$48.68	\$51.11	\$51.88	\$52.66	\$53.45	\$54.25	\$55.06
38	\$39.09	\$41.05	\$43.10	\$45.25	\$47.52	\$49.89	\$52.39	\$53.17	\$53.97	\$54.78	\$55.60	\$56.43
39	\$40.07	\$42.07	\$44.18	\$46.39	\$48.70	\$51.14	\$53.70	\$54.50	\$55.32	\$56.15	\$56.99	\$57.84
40	\$41.07	\$43.12	\$45.28	\$47.55	\$49.92	\$52.42	\$55.04	\$55.87	\$56.71	\$57.56	\$58.42	\$59.30
41	\$42.10	\$44.20	\$46.41	\$48.73	\$51.17	\$53.73	\$56.42	\$57.26	\$58.12	\$58.99	\$59.87	\$60.77
42	\$43.15	\$45.31	\$47.57	\$49.95	\$52.45	\$55.07	\$57.83	\$58.69	\$59.57	\$60.46	\$61.37	\$62.29
43	\$44.23	\$46.44	\$48.76	\$51.20	\$53.76	\$56.45	\$59.27	\$60.16	\$61.06	\$61.98	\$62.91	\$63.85
44	\$45.34	\$47.60	\$49.98	\$52.48	\$55.11	\$57.86	\$60.75	\$61.66	\$62.58	\$63.52	\$64.47	\$65.44
45	\$46.47	\$48.79	\$51.23	\$53.79	\$56.48	\$59.31	\$62.27	\$63.21	\$64.16	\$65.12	\$66.10	\$67.09
46	\$47.63	\$50.01	\$52.51	\$55.14	\$57.89	\$60.79	\$63.83	\$64.79	\$65.76	\$66.75	\$67.75	\$68.77
47	\$48.82	\$51.26	\$53.83	\$56.52	\$59.34	\$62.31	\$65.42	\$66.41	\$67.41	\$68.42	\$69.45	\$70.49
48	\$50.04	\$52.54	\$55.17	\$57.93	\$60.83	\$63.87	\$67.06	\$68.07	\$69.09	\$70.13	\$71.18	\$72.25
49	\$51.29	\$53.86	\$56.55	\$59.38	\$62.35	\$65.46	\$68.74	\$69.77	\$70.82	\$71.88	\$72.96	\$74.05
50	\$52.57	\$55.20	\$57.96	\$60.86	\$63.91	\$67.10	\$70.46	\$71.51	\$72.58	\$73.67	\$74.78	\$75.90
51	\$53.89	\$56.58	\$59.41	\$62.38	\$65.50	\$68.78	\$72.22	\$73.30	\$74.40	\$75.52	\$76.65	\$77.80

**APPENDIX A (CON)**  
**Reflects 5% COLA 10.1.23-9.30.24**

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LGS1	LGS2	LGS3	LGS4	LGS5
1	\$16.46	\$17.29	\$18.15	\$19.06	\$20.01	\$21.01	\$22.06	\$22.40	\$22.73	\$23.07	\$23.42	\$23.76
2	\$16.87	\$17.72	\$18.60	\$19.53	\$20.51	\$21.54	\$22.61	\$22.95	\$23.30	\$23.65	\$24.00	\$24.36
3	\$17.30	\$18.16	\$19.07	\$20.02	\$21.02	\$22.07	\$23.18	\$23.53	\$23.89	\$24.24	\$24.61	\$24.98
4	\$17.73	\$18.61	\$19.55	\$20.52	\$21.55	\$22.63	\$23.76	\$24.12	\$24.48	\$24.84	\$25.21	\$25.59
5	\$18.17	\$19.08	\$20.03	\$21.04	\$22.09	\$23.19	\$24.35	\$24.72	\$25.08	\$25.46	\$25.84	\$26.23

6	\$18.63	\$19.56	\$20.54	\$21.56	\$22.64	\$23.77	\$24.96	\$25.34	\$25.71	\$26.10	\$26.49	\$26.89
7	\$19.09	\$20.05	\$21.05	\$22.10	\$23.21	\$24.37	\$25.58	\$25.97	\$26.36	\$26.75	\$27.15	\$27.56
8	\$19.57	\$20.55	\$21.57	\$22.65	\$23.79	\$24.98	\$26.22	\$26.62	\$27.02	\$27.43	\$27.84	\$28.26
9	\$20.06	\$21.06	\$22.11	\$23.22	\$24.38	\$25.60	\$26.88	\$27.28	\$27.69	\$28.11	\$28.53	\$28.96
10	\$20.56	\$21.59	\$22.67	\$23.80	\$24.99	\$26.24	\$27.55	\$27.96	\$28.38	\$28.81	\$29.24	\$29.68
11	\$21.07	\$22.13	\$23.23	\$24.40	\$25.61	\$26.90	\$28.24	\$28.67	\$29.10	\$29.54	\$29.98	\$30.43
12	\$21.60	\$22.68	\$23.81	\$25.01	\$26.26	\$27.57	\$28.95	\$29.38	\$29.82	\$30.27	\$30.72	\$31.19
13	\$22.14	\$23.25	\$24.41	\$25.63	\$26.91	\$28.26	\$29.67	\$30.11	\$30.57	\$31.03	\$31.49	\$31.96
14	\$22.69	\$23.83	\$25.02	\$26.27	\$27.58	\$28.96	\$30.41	\$30.87	\$31.33	\$31.80	\$32.28	\$32.76
15	\$23.26	\$24.42	\$25.65	\$26.93	\$28.27	\$29.69	\$31.17	\$31.64	\$32.11	\$32.59	\$33.09	\$33.58
16	\$23.84	\$25.03	\$26.29	\$27.60	\$28.98	\$30.43	\$31.95	\$32.43	\$32.92	\$33.41	\$33.92	\$34.42
17	\$24.44	\$25.66	\$26.94	\$28.29	\$29.71	\$31.19	\$32.75	\$33.24	\$33.74	\$34.24	\$34.76	\$35.28
18	\$25.05	\$26.30	\$27.62	\$29.00	\$30.45	\$31.97	\$33.57	\$34.07	\$34.59	\$35.10	\$35.63	\$36.16
19	\$25.68	\$26.96	\$28.31	\$29.72	\$31.21	\$32.77	\$34.41	\$34.92	\$35.45	\$35.98	\$36.52	\$37.07
20	\$26.32	\$27.63	\$29.02	\$30.47	\$31.99	\$33.59	\$35.27	\$35.79	\$36.33	\$36.88	\$37.43	\$37.99
21	\$26.98	\$28.32	\$29.74	\$31.23	\$32.79	\$34.43	\$36.15	\$36.70	\$37.24	\$37.80	\$38.37	\$38.94
22	\$27.65	\$29.03	\$30.48	\$32.01	\$33.61	\$35.29	\$37.05	\$37.61	\$38.18	\$38.76	\$39.33	\$39.92
23	\$28.34	\$29.76	\$31.25	\$32.81	\$34.45	\$36.17	\$37.98	\$38.55	\$39.12	\$39.71	\$40.31	\$40.92
24	\$29.05	\$30.50	\$32.03	\$33.63	\$35.31	\$37.08	\$38.93	\$39.51	\$40.10	\$40.70	\$41.31	\$41.93
25	\$29.78	\$31.27	\$32.83	\$34.47	\$36.19	\$38.00	\$39.90	\$40.50	\$41.11	\$41.73	\$42.36	\$43.00
26	\$30.52	\$32.05	\$33.65	\$35.33	\$37.10	\$38.95	\$40.90	\$41.52	\$42.14	\$42.77	\$43.41	\$44.06
27	\$31.28	\$32.85	\$34.49	\$36.21	\$38.03	\$39.93	\$41.92	\$42.56	\$43.20	\$43.85	\$44.51	\$45.18
28	\$32.07	\$33.67	\$35.35	\$37.12	\$38.98	\$40.93	\$42.97	\$43.62	\$44.27	\$44.93	\$45.60	\$46.28
29	\$32.87	\$34.51	\$36.24	\$38.05	\$39.95	\$41.95	\$44.05	\$44.71	\$45.38	\$46.06	\$46.76	\$47.46
30	\$33.69	\$35.37	\$37.14	\$39.00	\$40.95	\$43.00	\$45.15	\$45.82	\$46.50	\$47.20	\$47.90	\$48.62
31	\$34.53	\$36.26	\$38.07	\$39.97	\$41.97	\$44.07	\$46.28	\$46.97	\$47.67	\$48.38	\$49.11	\$49.84
32	\$35.39	\$37.16	\$39.02	\$40.97	\$43.02	\$45.17	\$47.43	\$48.14	\$48.87	\$49.60	\$50.35	\$51.10
33	\$36.28	\$38.09	\$40.00	\$42.00	\$44.10	\$46.30	\$48.62	\$49.35	\$50.10	\$50.85	\$51.62	\$52.40
34	\$37.19	\$39.05	\$41.00	\$43.05	\$45.20	\$47.46	\$49.83	\$50.58	\$51.33	\$52.10	\$52.88	\$53.68
35	\$38.12	\$40.02	\$42.02	\$44.12	\$46.33	\$48.65	\$51.08	\$51.85	\$52.63	\$53.41	\$54.21	\$55.02
36	\$39.07	\$41.02	\$43.07	\$45.23	\$47.49	\$49.86	\$52.36	\$53.14	\$53.94	\$54.75	\$55.57	\$56.40
37	\$40.05	\$42.05	\$44.15	\$46.36	\$48.68	\$51.11	\$53.67	\$54.47	\$55.29	\$56.12	\$56.96	\$57.81
38	\$41.05	\$43.10	\$45.25	\$47.52	\$49.89	\$52.39	\$55.01	\$55.83	\$56.67	\$57.52	\$58.38	\$59.25

39	\$42.07	\$44.18	\$46.39	\$48.70	\$51.14	\$53.70	\$56.38	\$57.23	\$58.09	\$58.96	\$59.84	\$60.73
40	\$43.12	\$45.28	\$47.55	\$49.92	\$52.42	\$55.04	\$57.79	\$58.66	\$59.55	\$60.44	\$61.34	\$62.27
41	\$44.20	\$46.41	\$48.73	\$51.17	\$53.73	\$56.42	\$59.24	\$60.12	\$61.03	\$61.94	\$62.86	\$63.81
42	\$45.31	\$47.57	\$49.95	\$52.45	\$55.07	\$57.83	\$60.72	\$61.62	\$62.55	\$63.48	\$64.44	\$65.40
43	\$46.44	\$48.76	\$51.20	\$53.76	\$56.45	\$59.27	\$62.24	\$63.17	\$64.11	\$65.08	\$66.06	\$67.04
44	\$47.60	\$49.98	\$52.48	\$55.11	\$57.86	\$60.75	\$63.79	\$64.74	\$65.71	\$66.70	\$67.69	\$68.71
45	\$48.79	\$51.23	\$53.79	\$56.48	\$59.31	\$62.27	\$65.39	\$66.37	\$67.37	\$68.38	\$69.41	\$70.44
46	\$50.01	\$52.51	\$55.14	\$57.89	\$60.79	\$63.83	\$67.02	\$68.03	\$69.05	\$70.09	\$71.14	\$72.21
47	\$51.26	\$53.83	\$56.52	\$59.34	\$62.31	\$65.42	\$68.70	\$69.73	\$70.78	\$71.84	\$72.92	\$74.01
48	\$52.54	\$55.17	\$57.93	\$60.83	\$63.87	\$67.06	\$70.41	\$71.47	\$72.54	\$73.64	\$74.74	\$75.86
49	\$53.86	\$56.55	\$59.38	\$62.35	\$65.46	\$68.74	\$72.17	\$73.26	\$74.36	\$75.47	\$76.61	\$77.75
50	\$55.20	\$57.96	\$60.86	\$63.91	\$67.10	\$70.46	\$73.98	\$75.09	\$76.21	\$77.35	\$78.52	\$79.70
51	\$56.58	\$59.41	\$62.38	\$65.50	\$68.78	\$72.22	\$75.83	\$76.97	\$78.12	\$79.30	\$80.48	\$81.69

**APPENDIX A (CON)**  
**Reflects 4% COLA 10.1.24-9.30.25**

Salary Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LGS1	LGS2	LGS3	LGS4	LGS5
1	\$17.12	\$17.98	\$18.88	\$19.82	\$20.81	\$21.85	\$22.94	\$23.29	\$23.64	\$23.99	\$24.35	\$24.71
2	\$17.55	\$18.43	\$19.35	\$20.32	\$21.33	\$22.40	\$23.52	\$23.87	\$24.23	\$24.59	\$24.96	\$25.33
3	\$17.99	\$18.89	\$19.83	\$20.82	\$21.86	\$22.96	\$24.11	\$24.47	\$24.84	\$25.21	\$25.60	\$25.98
4	\$18.44	\$19.36	\$20.33	\$21.34	\$22.41	\$23.53	\$24.71	\$25.08	\$25.45	\$25.84	\$26.22	\$26.61
5	\$18.90	\$19.84	\$20.84	\$21.88	\$22.97	\$24.12	\$25.33	\$25.71	\$26.09	\$26.48	\$26.87	\$27.28
6	\$19.37	\$20.34	\$21.36	\$22.42	\$23.55	\$24.72	\$25.96	\$26.35	\$26.74	\$27.15	\$27.55	\$27.97
7	\$19.86	\$20.85	\$21.89	\$22.98	\$24.13	\$25.34	\$26.61	\$27.01	\$27.41	\$27.82	\$28.24	\$28.67
8	\$20.35	\$21.37	\$22.44	\$23.56	\$24.74	\$25.97	\$27.27	\$27.68	\$28.10	\$28.52	\$28.95	\$29.39
9	\$20.86	\$21.90	\$23.00	\$24.15	\$25.36	\$26.62	\$27.95	\$28.37	\$28.80	\$29.23	\$29.67	\$30.12
10	\$21.38	\$22.45	\$23.57	\$24.75	\$25.99	\$27.29	\$28.65	\$29.08	\$29.52	\$29.96	\$30.41	\$30.87
11	\$21.92	\$23.01	\$24.16	\$25.37	\$26.64	\$27.97	\$29.37	\$29.81	\$30.26	\$30.72	\$31.18	\$31.65
12	\$22.46	\$23.59	\$24.77	\$26.01	\$27.31	\$28.67	\$30.10	\$30.55	\$31.01	\$31.48	\$31.95	\$32.43
13	\$23.03	\$24.18	\$25.39	\$26.66	\$27.99	\$29.39	\$30.86	\$31.32	\$31.79	\$32.27	\$32.75	\$33.24

14	\$23.60	\$24.78	\$26.02	\$27.32	\$28.69	\$30.12	\$31.63	\$32.10	\$32.59	\$33.08	\$33.57	\$34.07
15	\$24.19	\$25.40	\$26.67	\$28.00	\$29.41	\$30.88	\$32.42	\$32.90	\$33.39	\$33.90	\$34.41	\$34.92
16	\$24.80	\$26.04	\$27.34	\$28.70	\$30.14	\$31.65	\$33.23	\$33.73	\$34.23	\$34.75	\$35.27	\$35.80
17	\$25.42	\$26.69	\$28.02	\$29.42	\$30.89	\$32.44	\$34.06	\$34.57	\$35.09	\$35.61	\$36.15	\$36.69
18	\$26.05	\$27.35	\$28.72	\$30.16	\$31.67	\$33.25	\$34.91	\$35.44	\$35.97	\$36.51	\$37.05	\$37.61
19	\$26.70	\$28.04	\$29.44	\$30.91	\$32.46	\$34.08	\$35.78	\$36.32	\$36.87	\$37.42	\$37.98	\$38.55
20	\$27.37	\$28.74	\$30.18	\$31.68	\$33.27	\$34.93	\$36.68	\$37.23	\$37.78	\$38.35	\$38.93	\$39.51
21	\$28.05	\$29.46	\$30.93	\$32.48	\$34.10	\$35.81	\$37.60	\$38.17	\$38.73	\$39.31	\$39.90	\$40.50
22	\$28.76	\$30.19	\$31.70	\$33.29	\$34.95	\$36.70	\$38.54	\$39.12	\$39.71	\$40.31	\$40.91	\$41.52
23	\$29.48	\$30.95	\$32.50	\$34.12	\$35.83	\$37.62	\$39.50	\$40.09	\$40.69	\$41.30	\$41.92	\$42.56
24	\$30.21	\$31.72	\$33.31	\$34.97	\$36.72	\$38.56	\$40.49	\$41.09	\$41.70	\$42.33	\$42.96	\$43.60
25	\$30.97	\$32.52	\$34.14	\$35.85	\$37.64	\$39.52	\$41.50	\$42.12	\$42.75	\$43.40	\$44.05	\$44.72
26	\$31.74	\$33.33	\$35.00	\$36.74	\$38.58	\$40.51	\$42.54	\$43.18	\$43.82	\$44.48	\$45.14	\$45.82
27	\$32.54	\$34.16	\$35.87	\$37.66	\$39.55	\$41.52	\$43.60	\$44.26	\$44.92	\$45.60	\$46.29	\$46.99
28	\$33.35	\$35.02	\$36.77	\$38.61	\$40.54	\$42.56	\$44.69	\$45.36	\$46.04	\$46.73	\$47.43	\$48.14
29	\$34.18	\$35.89	\$37.69	\$39.57	\$41.55	\$43.63	\$45.81	\$46.50	\$47.20	\$47.91	\$48.63	\$49.36
30	\$35.04	\$36.79	\$38.63	\$40.56	\$42.59	\$44.72	\$46.95	\$47.65	\$48.36	\$49.09	\$49.82	\$50.56
31	\$35.91	\$37.71	\$39.59	\$41.57	\$43.65	\$45.83	\$48.13	\$48.85	\$49.58	\$50.32	\$51.07	\$51.84
32	\$36.81	\$38.65	\$40.58	\$42.61	\$44.74	\$46.98	\$49.33	\$50.07	\$50.82	\$51.59	\$52.36	\$53.15
33	\$37.73	\$39.62	\$41.60	\$43.68	\$45.86	\$48.16	\$50.56	\$51.32	\$52.10	\$52.89	\$53.68	\$54.49
34	\$38.67	\$40.61	\$42.64	\$44.77	\$47.01	\$49.36	\$51.83	\$52.60	\$53.39	\$54.19	\$54.99	\$55.82
35	\$39.64	\$41.62	\$43.70	\$45.89	\$48.18	\$50.59	\$53.12	\$53.92	\$54.73	\$55.55	\$56.38	\$57.22
36	\$40.63	\$42.66	\$44.80	\$47.04	\$49.39	\$51.86	\$54.45	\$55.27	\$56.10	\$56.94	\$57.79	\$58.65
37	\$41.65	\$43.73	\$45.92	\$48.21	\$50.62	\$53.15	\$55.81	\$56.65	\$57.50	\$58.37	\$59.24	\$60.13
38	\$42.69	\$44.82	\$47.06	\$49.42	\$51.89	\$54.48	\$57.21	\$58.06	\$58.94	\$59.82	\$60.72	\$61.62
39	\$43.76	\$45.94	\$48.24	\$50.65	\$53.19	\$55.85	\$58.64	\$59.51	\$60.41	\$61.32	\$62.23	\$63.16
40	\$44.85	\$47.09	\$49.45	\$51.92	\$54.52	\$57.24	\$60.10	\$61.01	\$61.93	\$62.86	\$63.79	\$64.76
41	\$45.97	\$48.27	\$50.68	\$53.22	\$55.88	\$58.67	\$61.61	\$62.53	\$63.47	\$64.42	\$65.38	\$66.36
42	\$47.12	\$49.48	\$51.95	\$54.55	\$57.28	\$60.14	\$63.15	\$64.09	\$65.05	\$66.02	\$67.02	\$68.02
43	\$48.30	\$50.71	\$53.25	\$55.91	\$58.71	\$61.64	\$64.72	\$65.69	\$66.68	\$67.68	\$68.70	\$69.72
44	\$49.51	\$51.98	\$54.58	\$57.31	\$60.17	\$63.18	\$66.34	\$67.33	\$68.34	\$69.36	\$70.40	\$71.46
45	\$50.74	\$53.28	\$55.94	\$58.74	\$61.68	\$64.76	\$68.00	\$69.03	\$70.06	\$71.11	\$72.18	\$73.26
46	\$52.01	\$54.61	\$57.34	\$60.21	\$63.22	\$66.38	\$69.70	\$70.75	\$71.81	\$72.89	\$73.98	\$75.10

47	\$53.31	\$55.98	\$58.78	\$61.72	\$64.80	\$68.04	\$71.44		\$72.52	\$73.61	\$74.71	\$75.84	\$76.98
48	\$54.65	\$57.38	\$60.25	\$63.26	\$66.42	\$69.74	\$73.23		\$74.33	\$75.45	\$76.58	\$77.73	\$78.90
49	\$56.01	\$58.81	\$61.75	\$64.84	\$68.08	\$71.49	\$75.06		\$76.19	\$77.34	\$78.49	\$79.67	\$80.86
50	\$57.41	\$60.28	\$63.30	\$66.46	\$69.78	\$73.27	\$76.94		\$78.09	\$79.26	\$80.45	\$81.66	\$82.88
51	\$58.85	\$61.79	\$64.88	\$68.12	\$71.53	\$75.11	\$78.86		\$80.04	\$81.24	\$82.47	\$83.70	\$84.96

COLA: 3.25%

Grade	CBA	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LGS1	LGS2	LGS3	LGS4	LGS5
RG-01		17.676 4	18.560 2	19.488 2	20.462 6	21.485 7	22.560 0	23.688 0	24.043 3	24.403 9	24.770 0	25.141 6	25.518 7
RG-02	MSM	18.118 3	19.024 2	19.975 4	20.974 2	22.022 9	23.124 0	24.280 2	24.644 4	25.014 1	25.389 3	25.770 1	26.156 7
RG-03	TBS	18.571 3	19.499 9	20.474 9	21.498 6	22.573 5	23.702 2	24.887 3	25.260 6	25.639 5	26.024 1	26.414 5	26.810 7
RG-04	Clerical Specialist	19.035 6	19.987 4	20.986 8	22.036 1	23.137 9	24.294 5	25.509 1	25.892 5	26.280 7	26.674 8	27.074 8	27.480 9
RG-05		19.511 5	20.487 1	21.511 5	22.587 1	23.716 5	24.902 3	26.147 4	26.539 6	26.937 7	27.341 8	27.751 9	28.168 2
RG-06	Sr. Meals Coord	19.999 3	20.999 3	22.049 3	23.151 8	24.309 4	25.524 9	26.801 1	27.203 1	27.611 1	28.025 3	28.445 7	28.872 4
RG-07	Admin Asst   IHA   Case Aide	20.499 3	21.524 3	22.600 5	23.730 5	24.917 0	26.162 9	27.471 0	27.883 1	28.301 3	28.725 8	29.156 7	29.594 1
RG-08		21.011 8	22.062 4	23.165 5	24.323 8	25.540 0	26.817 0	28.157 9	28.580 3	29.009 0	29.444 1	29.885 8	30.334 1
RG-09	Customer Svc Coord (MRW)	21.537 1	22.614 0	23.744 7	24.931 9	26.178 5	27.487 8	28.861 8	29.294 7	29.734 1	30.180 1	30.632 8	31.092 3
RG-10	Admin Asst II   Provider Relations Coord	22.075 5	23.179 3	24.338 3	25.555 2	26.833 0	28.174 7	29.583 4	30.027 2	30.477 6	30.934 8	31.398 8	31.869 8
RG-11	Executive Asst   Payroll & Acct Clerk	22.627 4	23.758 8	24.946 7	26.194 0	27.503 7	28.878 9	30.322 8	30.777 6	31.239 3	31.707 9	32.183 5	32.666 3
RG-12	Facilities Maint Coord	23.193 1	24.352 8	25.570 4	26.848 9	28.191 3	29.600 9	31.080 9	31.547 1	32.020 3	32.500 6	32.988 1	33.482 9
RG-13	ADRC   Acct Spec	23.772 9	24.961 5	26.209 6	27.520 1	28.896 1	30.340 9	31.857 9	32.335 8	32.820 8	33.313 1	33.812 8	34.320 0
RG-14	Eligibility Specialist   MM Coord   Americorps ES   Community Outreach Coord	24.367 2	25.585 6	26.864 9	28.208 1	29.618 5	31.099 4	32.654 4	33.144 2	33.641 4	34.146 0	34.658 2	35.178 1
RG-15		24.976 4	26.225 2	27.536 5	28.913 3	30.359 0	31.877 0	33.470 9	33.973 0	34.482 6	34.999 8	35.524 8	36.057 7
RG-16	ERC Consultant (LES)	25.600 8	26.880 8	28.224 0	29.636 8	31.117 8	32.673 7	34.307 4	34.822 0	35.344 3	35.874 5	36.412 6	36.958 8
RG-17	LMS   Transportation Options Plnr (Asst Plnr)   Contracts Coord	26.240 8	27.552 8	28.930 4	30.376 9	31.895 7	33.490 5	35.165 0	35.692 5	36.227 9	36.771 3	37.322 9	37.882 7
RG-18	WSS	26.896 8	28.241 6	29.653 7	31.136 4	32.693 2	34.327 9	36.044 3	36.585 0	37.133 8	37.690 8	38.256 2	38.830 0

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RG-19	Case Manager   Housing Sppt Sprc	27.569 2	28.947 7	30.395 1	31.914 9	33.510 6	35.186 1	36.945 4	37.499 6	38.062 1	38.633 0	39.212 5	39.800 7
RG-20		28.258 4	29.671 3	31.154 9	32.712 6	34.348 2	36.065 6	37.868 9	38.436 9	39.013 5	39.598 7	40.192 7	40.795 6
RG-21	Lead CM   D&T Coord   VSO   Public Information Spec   ISS	28.964 9	30.413 1	31.933 8	33.530 5	35.207 0	36.967 4	38.815 8	39.398 0	39.989 0	40.588 8	41.197 6	41.815 6
RG-22	APS	29.689 0	31.173 5	32.732 2	34.368 8	36.087 2	37.891 6	39.786 2	40.383 0	40.988 7	41.603 5	42.227 6	42.861 0
RG-23		30.431 2	31.952 8	33.550 4	35.227 9	36.989 3	38.838 8	40.780 7	41.392 4	42.013 3	42.643 5	43.283 2	43.932 4
RG-24		31.192 0	32.751 6	34.389 2	36.108 7	37.914 1	39.809 8	41.800 3	42.427 3	43.063 7	43.709 7	44.365 3	45.030 8
RG-25	MPO Planner   Econ Res Coord   GIS Analyst   Project Manager	31.971 8	33.570 4	35.248 9	37.011 3	38.861 9	40.805 0	42.845 3	43.488 0	44.140 3	44.802 4	45.474 4	46.156 5
RG-26	Loan Officer	32.771 1	34.409 7	36.130 2	37.936 7	39.833 5	41.825 2	43.916 5	44.575 2	45.243 8	45.922 5	46.611 3	47.310 5
RG-27		33.590 4	35.269 9	37.033 4	38.885 1	40.829 4	42.870 9	45.014 4	45.689 6	46.374 9	47.070 5	47.776 6	48.493 2
RG-28	Planner II	34.430 2	36.151 7	37.959 3	39.857 3	41.850 2	43.942 7	46.139 8	46.831 9	47.534 4	48.247 4	48.971 1	49.705 7
RG-29	App Suppt Spec   Network Sec Eng   Sys Admin	35.291 0	37.055 6	38.908 4	40.853 8	42.896 5	45.041 3	47.293 4	48.002 8	48.722 8	49.453 6	50.195 4	50.948 3
RG-30		36.173 3	37.982 0	39.881 1	41.875 2	43.969 0	46.167 5	48.475 9	49.203 0	49.941 0	50.690 1	51.450 5	52.222 3
RG-31	Sr. Loan Officer	37.077 6	38.931 5	40.878 1	42.922 0	45.068 1	47.321 5	49.687 6	50.432 9	51.189 4	51.957 2	52.736 6	53.527 6

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## **APPENDIX B**

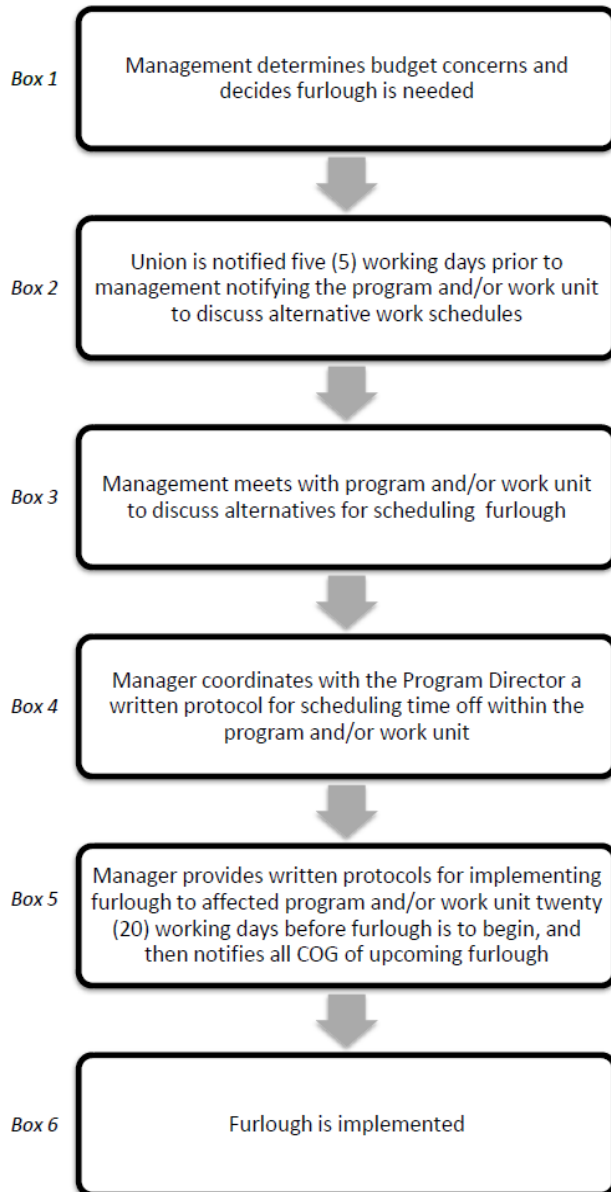
### **FURLOUGH GUIDELINES**

1. The program and/or work unit manager and the affected members of the program and/or work unit will meet to discuss alternatives for scheduling and implementing furloughs for that program and/or work unit considering the impacts of possible furlough strategies on workflow, clients, staff and budget (Box 3 of the furlough Flow Chart). Following this discussion, the program and/or work unit manager in coordination with the Program Director, will develop the protocol for scheduling time off for that particular program and/or work unit (Box 4). When determining the program and/or work unit protocol, the following factors are to be considered:
  - a. The number of hours that each employee will be furloughed
  - b. The time period the furlough is in effect
  - c. The increments of time an employee can take furlough (full days, ½ days, hours, etc.)
  - d. The deadline/time frame to request the furlough time-off

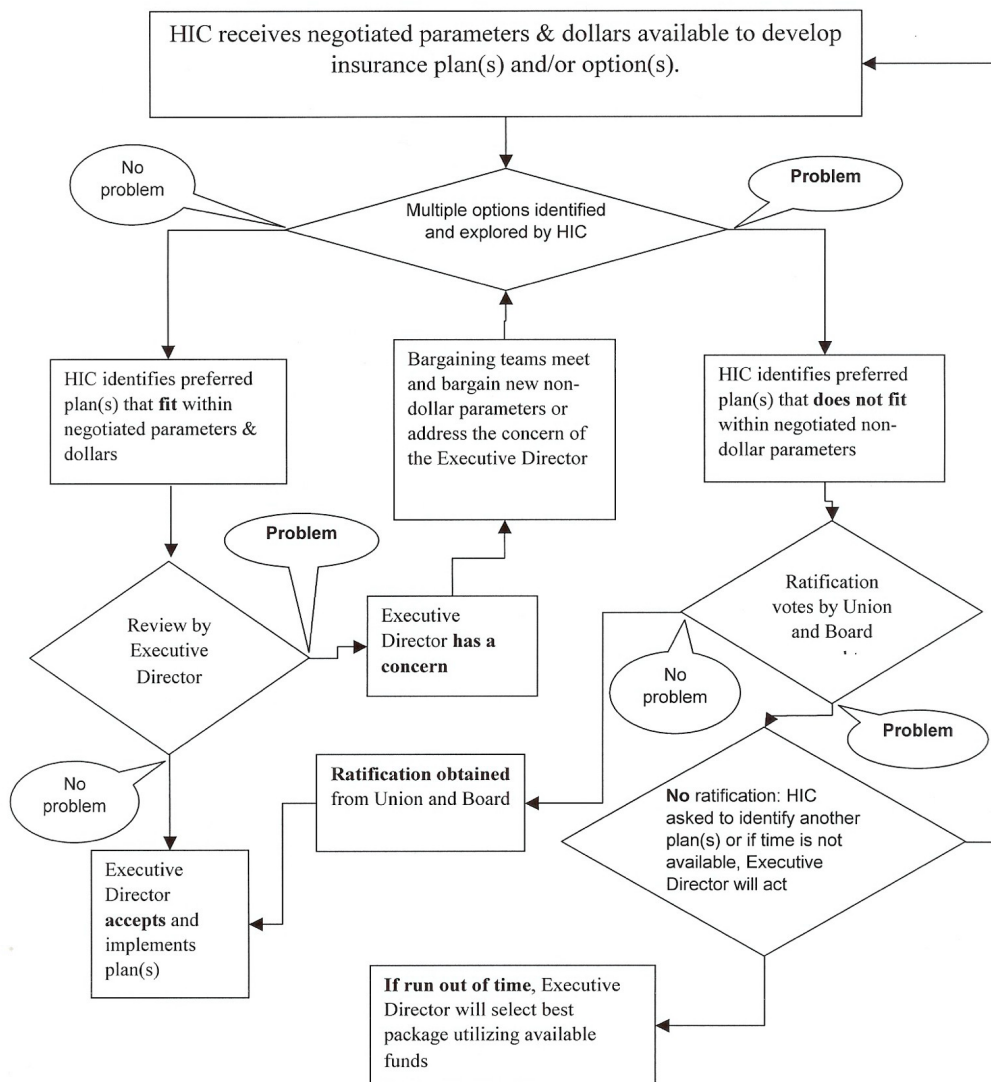
The following two examples illustrate different ways furloughs might be handled, using the above factors:

- Each person shall take a total of *(number of hours)* furlough hours between *(time period)*. The employee may choose to take their furlough in increments of *(minimum number of hours)* hour or more and do not have to take them equally over each individual month of a pay period. All furlough requests for the designated pay period must be in writing to the manager no later than the *(deadline day)* of the month prior to taking the furlough.
  - Each employee will take *(number of days)* furlough days per month during the months of *(list months)*. Furlough can be taken in increments of *(minimum hours)* hours or more. All furlough requests for the designated pay period must be in writing to the manager no later than the *(deadline date)*.
2. Management will ensure all employees they supervise take the required number of furlough days during the designated time frame.
  3. The employee must record furlough days appropriately on timesheets.
  4. An employee cannot volunteer to work or work from home during their scheduled furlough time.
  5. Management will refrain from calling employees in to work during an employee's furlough time. In the event of unforeseen circumstances such as imminent danger to life, health, safety, or significant impact to agency operations that require an employee to perform work, management may unschedule the furlough time and direct the employee to perform work.

## FURLOUGH FLOW CHART (APPENDIX B Continued)



**APPENDIX C**



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**VISION**

To promote a thriving region through service, connectivity, and innovation.

**MISSION**

We are a regional leader and partner providing inclusive services to meet individual and community needs.

**Executive Director Ryan Vogt  
Board of Directors Memo**

October 23, 2025

As has been customary, while presenting the tentatively agreed to CBA for approval, I would seek a motion for the Board to approve the same compensation package for all non-represented staff as that agreed to in the CBA. Specifically:

**Vacation Accruals**

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

Increase accrual cap from 300 to 376 hours, allows for vacation cash out requests on a per payroll period basis.

**Wages**

**2025 3.25% COLA, \$550 OTP**

**2026 3% COLA, \$550 OTP**

**2027 2.75% COLA, \$550 OTP**

**Replace the five current Longevity Steps with two regular steps, one in each of the first two years of the Agreement.**

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