



Board of Directors Meeting Packet

October 26, 2023
9:00 am -11:00 am

Attend In Person at

1400 Queens Ave SE, Albany, OR 97322

Or Attend Virtually:

[Click to Join Teams Meeting](#)

**Next Board of Directors Meeting:
December 7, 2023 at 2:00 pm**

The meeting locations are wheelchair accessible. If you need special assistance, please contact Oregon Cascades West Council of Governments at 541-967-8720 or adminGA@ocwcog.org, forty-eight (48) hours prior to the meeting.



1400 Queen Ave SE • Suite 201 • Albany, OR 97322
(541) 967-8720 • FAX (541) 967-6123

**OREGON CASCADES WEST COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS' AGENDA
October 26, 2023
9:00 am – 11:00 am**

[Join Teams Meeting](#)

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

NOTE: Please contact Leah Snodgrass at 541.967.8720 or lsnodgrass@ocwcog.org no later than noon on Wednesday, October 25, 2023, to confirm your attendance.

1. **Welcome and Introductions** (*Chair Claire Hall*)
(9:00 am – 9:05 am)
2. **November Month Proclamation** (*Executive Director Ryan Vogt*)
(9:05 -9:15 am)

Veterans Day Proclamation presented by Project Manager Nick Andrews. ([Page 3](#))

ACTION: Motion to approve Veterans Day Proclamation.

3. **Executive Session** (*Human Resource Manager Ryan Schulze*)
(9:15 am – 9:35 am)

Per ORS 192.660(2)(d) an Executive Session will be called to discuss Bargaining.

Resume Public Meeting

4. **2023-25 Collective Bargaining Agreement and Non-Represented Compensation** (*Chair Claire Hall*)
(9:35 am – 9:40 am)

ACTION: Motion to approve 2023-25 Collective Bargaining Agreement and Non-Represented Compensation.

5. **Adjournment** (*Chair Claire Hall*)
(9:40 am)



Veterans Day November 11, 2023

A PROCLAMATION

The United States Congress has provided that November 11 of each year shall be set aside as a public holiday to honor veterans; with respect for and in recognition of the contributions our service members have made, we urge all Americans to recognize the valor and sacrifice of our veterans; and

The Officers at Oregon Cascades West Council of Governments and residents of Linn, Benton, and Lincoln Counties have the deepest gratitude toward all veterans and honors the commitment and courage of the many people who have served in the armed forces.

THEREFORE, BE IT PROCLAIMED that the Officers at Oregon Cascades West Council of Governments proclaim November 11, 2023, as the day set aside for honoring our veterans and their families and for holding activities in observance of their contribution to our community, our state, and our Nation.

Adopted and signed this 26th day of October, 2023.

OREGON CASCADES WEST COUNCIL OF GOVERNMENTS

Commissioner Claire Hall
Chair, Board of Directors
Oregon Cascades West Council of Governments

Ryan Vogt
Executive Director
Oregon Cascades West Council of Governments



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MEMORANDUM

DATE: October 25, 2023
TO: OCWCOG Board of Directors
FROM: Ryan Schulze, Human Resources Manager
RE: **2023-2025 CBA and Non-Represented Compensation**

The purpose of this Memo is to inform the Board of and gain approval for:

Collective Bargaining

Management and the Union have settled the 2023-2025 Collective Bargaining Agreement. Copies of all Tentative Agreements are enclosed. In summary, the economic terms of this Agreement include:

- COLA's of 5% on October 1, 2023, and 4% on October 1, 2024
- A One time cash payment of \$1000, or \$1160 457b contribution in each year of the contract
- Implementation of a new salary structure that provides consistent grade and step increases for all employees
 - 5% step increases
 - 2.5% increases between each salary grade

Non-Represented Compensation

With few exceptions, it has been agency practice to provide Non-Represented employees with the same COLA and other salary and benefit changes as those provide through the Collective Bargaining Agreement. Management would like to propose the Board continue that practice by adopting the same economic terms for Non-Represented staff as those described above.

TA
11:22
[Signature]

mgmt

SEIU/OCWCOG

~~UNION COUNTER PROPOSAL~~

August 9, 2023

Time: ____ am

11:22

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, or political affiliation, or any other protected status or activity in accordance with applicable law. The Employer will also follow any procedures and regulations outlined in the Oregon Cascades West Council of Governments Personnel Policies Handbook. 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]). ~~May only proceed to the Executive Director or designee level. 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, will be initiated at Step 4 of the grievance process (per Article 14, Section 3[d]).~~

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Section 3. Discrimination ~~grievances and/or~~ 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.

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6/7/23

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SEIU/OCWCOG
MGMT RESPONSE
6/7/23 June 7, 2023
~~Time: pm~~

Time: 10:32 am

ARTICLE 4 - UNION MEMBERSHIP AND DATA

Section 1. 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. 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.

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:

- Employee identification number
- Name of employee
- Amount of dues deducted from regular/base pay

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. 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:

- Name
- Date of Birth

- 47 • Date of Hire
 - 48 • Home address
 - 49 • Home email address when provided
 - 50 • Home phone number
 - 51 • Work email address
 - 52 • Work phone number
 - 53 • Work location
 - 54 • Department
 - 55 • Gender as reported by the employee
 - 56 • Race as reported by the employee
 - 57 • Ethnicity as reported by the employee
- } - we collect but don't necessarily have them all
- current system is a manual process
- future system may capture more of these employees not required to report

6/7/23 WHEEHL

SEIU/OCWCOG
MGMT RESPONSE
June 7,, 2023
Time: pm

- Job Title
- FTE status
- Employee ID number
- Hire date
- Anniversary date
- Classification

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

- Cellular phone number
- Home email address

Section 2.

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 3.

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.

June 7, 2023

~~Time: pm~~

Time: 10:36 am

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.

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
- ~~Union Stewards may be granted one (1) hour of paid time off per month during regularly scheduled working hours at a mutually agreed upon time to attend meetings or trainings that pertain to labor management issues, collective bargaining updates, or any other non-political topics~~

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.

5.24.23
11:42 AM

JD

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RS

OCWCOG/SEIU
MGMT PROPOSAL

May 24, 2023

Time: ~~10:30~~ 7:25

10:20

ARTICLE 8 – PROGRAM AREAS

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

There are ~~six~~ four (64) Program Areas within the agency: General Administration; Senior and Disability Services, Linn/Benton; Senior and Disability Services, Lincoln; Community Services Program; Benton County Veteran's Services; 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.

Benton being absorbed into CST

18 6/17/23

11:35 AM

CP

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 (5) 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

44 carry out the remaining tasks described in the new or existing job description. In making this
45 determination, the Employer shall use the following criteria:

46
47 (a) The senior employee has received one or more steps in progressive discipline (excluding
48 verbal warnings) a written reprimand in the last six (6) months; and, the employee is not in
49 compliance with the corrective actions identified as a result of the progressive discipline stated in
50 the written reprimand.

51
52 (b) The job duties of the retained position require experience, skills, knowledge and abilities
53 possessed by the less senior employee and not possessed by the more senior employee, or the
54 more senior employee is not capable of adequately performing. This may include licensures and
55 certifications possessed by the less senior employee and not possessed by the more senior
56 employee. In making a determination to retain the less senior employee, the Employer's decision
57 shall not be arbitrary, capricious, or discriminatory.

58
59 Section 6. Bumping Process: An employee who is laid off may bump laterally or downward
60 within the agency only to any job for which the employee has the requisite licenses and
61 certifications and has either previously held or performed the essential duties of the position. The
62 employee's written request to bump under Section 4(a) of this Article shall specify the
63 classification and Program area the employee elects to bump into. The employee may only bump
64 into a classification and Program area if the bumping employee's total continuous service with
65 the Employer is greater than that of the least senior employee in the new Program area and
66 classification. Continuous service time shall be based upon each employee's continuous service
67 date.

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

74
75 immediately place the employee on layoff status and reinstate the laid off employee, or otherwise
76 fill the now vacant position.

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

79
80 Section 7. Rate of Pay: An employee who has assumed a new position as a result of a layoff
81 process shall be placed at a salary step equal to or higher than their previous pay rate prior to the
82 layoff. If their previous pay rate was higher than the highest step of the new position, they shall
83 be placed at the highest step in the range of the new position.

84
85 Section 8. Transfer or Demotion in Lieu of Layoff: If a position is available, an employee may
86 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. 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. Grievance During Layoff: An employee, who has returned to layoff status as a result of Employer action under Section 6 of this Article, shall have the right to grieve such action.

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

B. Furlough

Section 1. Furlough is a temporary unpaid time off due to a shortage of funds within a program and/or work unit. Furlough can be taken in whole or partial days within a designated pay period, as approved by management, based on the needs of the program and/or work unit. All employees

131 within a program and/or work unit will receive an equal percentage of furlough pro-rated on
132 FTE (1 FTE = 1 full-time equivalency). Furlough time will be counted as time worked for the
133 purpose of leave accruals and insurance benefits.

134
135 Section 2. Once the Employer has made a decision to implement furlough, the Union shall be
136 notified of that decision at least five (5) working days prior to notifying the affected program
137 and/or work unit of the need to meet to discuss alternatives for scheduling the furlough.

138
139 Section 3. At least twenty (20) working days prior to implementing furlough, the affected
140 program and/or work unit manager will make available furlough protocols for scheduling and
141 implementation for that program and/or work unit, as described in Appendix B.

142
143 Section 4. An employee required to take furlough will not have their holiday compensation
144 affected should their scheduled furlough fall the workday before and the workday after a
145 compensable holiday.

146
147 Section 5. Furlough will reduce the required contributions towards an employee's Public
148 Employee Retirement System account.

TA 1:58 PM 6-29-23

SEIU/OCWCOG
UNION COUNTER PROPOSAL
June 29, 2023
Time:

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) 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.

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

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SEIU/OCWCOG
UNION COUNTER PROPOSAL
June 29, 2023
Time:

- (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. Donated Hardship Leave. The Hardship Leave pool is a donation-based leave pool that allows an employee, meeting the criteria below, to apply for any or all of this leave, if they have an OFLA qualifying condition as defined by the Bureau of Labor and Industries.

To be eligible to receive Hardship Leave, the employee must have successfully completed their initial trial service period and have exhausted all accumulated leave.

All employees will be allowed to donate their sick and/or vacation leave to the Hardship Leave pool. The Agency will notify all Employees should there be a need for additional hours. The donated days of sick and/or vacation leave will be available for use for the remaining twelve (12) months. On December 31 of the same year, any leave remaining will be eliminated from the Hardship Leave pool. Employees who donated a day will not have any unused sick and/or vacation leave returned to them, nor can the recipient of sick and/or vacation leave days be paid for any unused days.

The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

Applications for Hardship Leave shall be in writing and submitted to the Executive Director for approval. The Agency may request a statement from the health care provider to verify the request. An employee may make up to two (2) requests for Hardship Leave per year.

The Executive Director shall render a written decision within ten (10) working days from the date the request was submitted. The decision will be sent to the person making the request. All decisions are final. 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-serious illness or medical condition or be caring for a family member with a serious illness or medical condition that requires a prolonged absence from work;
 - 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

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SEIU/OCWCOG
UNION COUNTER PROPOSAL
June 29, 2023
Time:

- An employee will not receive more donated leave than necessary to cover the approved period of absence.

Any leave donated ^{from} to 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.

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9-19-23 JD

SEIU/OCWCOG
UNION COUNTER PROPOSAL
September 19, 2023
Time: 11:45 AM

ARTICLE 28 – WAGES

Section 1. Effective October 1, 2023¹ through September 30, 2024², employees shall be paid according to the salary schedule in Appendix A attached and made a part of this Agreement.

Appendix A reflects ~~five and one-half~~ ~~ninethree two and one-half~~ percent (5.5932.5%) Cost of Living Adjustment.

Upon ratification, employees may elect to receive a one-time payment of ~~eight hundred, forty-five dollars~~ ~~two one-thousand dollars~~ (\$2001000845) 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).

Section 2. Effective October 1, 2024², 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 five and one half~~ ~~nine two and one-half~~ percent (45.592.5%) Cost of Living Adjustment.

By October 8, 2024², employees may elect to receive a ~~two one-thousand one time payment of eight hundred, forty-five dollars~~ (\$2001000845) 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).

Section 3. Multilingual Differential. A differential of ~~one two hundred twenty seven~~ ~~five~~ dollars (\$1725200) 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.

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8.22.23 2:40 PM JP [initials]

OCWCOG/SEIU
MGMT PROPOSAL

August 22, 2023
Time: 2:23 PM

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, ~~short-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 11, 2023⁴, the Employer will submit contribution of three-hundred dollars (\$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. By January 10, 2024², the Employer will submit contributions of twelve-hundred dollars (\$1200) for employees selecting coverage as a single employee; or, twenty-six hundred dollars (\$2600) for employees selecting coverage as a two-party/family into their HSA account at the HSA bank.

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. 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 6. 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 ~~two-six~~ hundred dollars (\$~~6200~~). An Employee may elect to opt out of medical only coverage and will receive a monthly Employer payment of ~~one-four~~ hundred dollars (\$~~4100~~). 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 OEBC 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 7. 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

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OCWCOG/SEIU
MGMT PROPOSAL
August 2, 2023
Time: _____

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 make advisory recommendations according to Appendix C of this Agreement by June 5th of each calendar year. The parameters of the HIC shall be as follows:

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

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

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

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

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

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

Section 8. 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.

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August 22, 2023
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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 worksite primary duty station or alternate worksite, so long as the total mileage claimed would not exceed the employee's round-trip commute mileage from the office 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.

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.

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MGMT COUNTER PROPOSAL
August 22, 2023
Time: ~~am~~

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ARTICLE 35 - LONGEVITY

Section 1. Upon completion of ~~seven-three-five (357)~~ years of service with the Employer, an employee shall receive one additional personal holiday, per Article 23, Section 7 of this Agreement. ~~Upon completion of six (6) years of service with the employer, an employee shall receive one additional personal holiday (to total two [2] extra personal holidays), per Article 23, Section 7 of this Agreement.~~

Section 2. Upon completion of at least ~~eight (8)~~ ^{(1) [one]} consecutive cumulative years of service ~~(not having a break in service greater than 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 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 ~~bonus~~ salary adjustment of \$7500.00.

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 ~~bonus~~ salary adjustment of \$1,75000.00.

Section 6. Upon completion of twenty-five (25) years of service with the Employer, an employee shall receive a one-time ~~bonus~~ 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 ~~bonus~~ salary adjustment of \$21,7500.00.

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OCWCOG/SEIU
MGMT PROPOSAL

June 7, 2023

Time: 12:30 pm

ARTICLE 37 - HEALTH AND SAFETY

Section 1. 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 in a timely manner. 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.

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Section 2. The Employer will consider health and safety factors related to all equipment purchased. Persons responsible for purchasing decisions will utilize appropriate health/safety/ergonomic guidelines whenever feasible.

Section 3. 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. 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. 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.

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SEIU/OCWCOG
MGMT COUNTER PROPOSAL
July 25, 2023
Time: ~~pm~~ 11:33 am

ARTICLE 38 - AGENCY COMMUNICATION

A. 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

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MGMT COUNTER PROPOSAL

July 25, 2023

Time: ~~pm~~ 11:33 am

44 plan for work coverage. This meeting will be held prior to the expenditure of the additional work
45 time. This research will be done on agency time.

46
47 Section 7. The LMAC is specifically prohibited from adjusting grievances. It is also prohibited
48 from making changes or adding to the Collective Bargaining Agreement or waiving any of its
49 provisions.

50
51 B. Participatory Decision Making (PDM)

52
53 The Agency culture emphasizes involving employees in decisions that affect them and their work
54 units. This culture is reflected in the Agency PDM process and implemented through the PDM
55 Handbook. A team of the Union's Local officers, the assigned Union staff, and appropriate
56 management, may meet periodically to review and make revisions to the process.

57
58 C. Other Committees

59 All agency created committees (including but not limited to, Health and Wellness, Safety, DEI,
60 Social) will ~~determine their membership, scope, and~~ ground rules. Committees will strive to be
61 equitably staffed, and have their scope clearly defined in writing. Any necessary expansion or
62 modification of the scope of the committee will be via mutual agreement of the body responsible
63 for creation of said committee. They will provide quarterly communications to all staff with
64 mutually agreed upon updates.
65

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SEIU/OCWCOG
UNION COUNTER PROPOSAL
July 11, 2023
Time: pm

3:00pm

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 is not available to employees currently in their probationary period, per Article 16, or in progressive discipline, unless mutually agreed between the employee and their direct supervisor. Telework may be available to employees while in their probationary period (per Article 16) when approved by their Program Manager, if their progress in training and development, and overall performance in the new position would support their ability to work more independently. 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) calendar days. If denied, the response must include the reason for the denial.

Section 3. Implementation.

Telework agreements shall not be arbitrarily rescinded nor altered. Alterations are situations in which employees are required to substantively change their current written telework agreement (e.g. requiring an employee to come to work Monday and Tuesday where they were previously required to come to work on Tuesday and Wednesday; adding an additional day of in-office duties to an employee's regular schedule, etc.). Written notification will be provided seven (107) calendar days prior to the employee's return to the primary duty station on a permanent or altered basis, except:

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

Written notifications will include a reason for the rescission or alteration. 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.

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SEIU/OCWCOG
UNION COUNTER PROPOSAL
September 6, 2023
Time: 10:10 am

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, 2025³. It is agreed that there will be a non-binding agreement to complete Article 33 (Insurance) by August 15th, 2023. Upon the conclusion of negotiations for Article 33 (Insurance), the parties shall open Article 28 (Wages) for negotiations. 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.

Article 28 Wages and Article 31 Salary Administration

Salary ~~Structure~~ Study and Compensation Plan Implementation LOA

The purpose of this Letter of Agreement is to implement a new Compensation Plan and address the effects of the 2023 Represented Salary Study findings. 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 wait times 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: ~~and existing agency compensation policy:~~

1. ~~For the purposes of supporting staff following extreme inflation, and where positions have been "difficult to fill", the employer will make an exception to compensation policy for the period of the 2023-2024 Collective Bargaining Agreement.~~
 - 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 ~~such that no one in that classification will experience a decrease in salary.~~

b. For positions where the top step is over 110% of the total compensation market, that position will be moved to a salary range where the new top step is as close to 110% of total compensation the market as possible, while ensuring that every employee in that classification will have at least one step increase above their current salary.

b.c. For those All employees, upon receiving longevity steps at the time of 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 former 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.

c. Individual employees over 105% of the market at the top of the range will not experience a loss in pay, or salary freeze as policy would normally require. Such employees will be eligible for both COLA increases and step increases up to the top of their newly established salary scale.

2. Where an existing classification's total compensation at the top step is less than 95% of market,

a. 2. 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.

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:

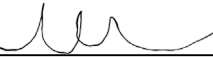
- to orient new employees, if appropriate;
- assign and reassign tasks to accomplish prescribed work efficiently;
- give direction to workers concerning work procedures;
- transmit established standards of performance to workers;
- review work of employees for conformance to standards;
- and provide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

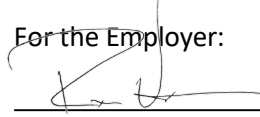
For the Union:



Melissa Unger

Executive Director, SEIU Local 503, OPEU


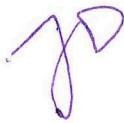
For the Employer:



04/20/2022

Ryan Vogt

Executive Director, Oregon Cascades West
Council of Governments

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9-19-23 

SEIU/OCWCOG
UNION COUNTER PROPOSAL
September 19, 2023
Time: 11:45 am
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Union Package 7

<u>Article</u>	<u>Subject</u>	<u>Proposal</u>
28	Wages	See Attached
44	Term of Agreement	Union 9.6 Counterproposal
New LOA	PERS Pickup Transition Committee	Withdraw
New LOA	Salary Study + Compensation Plan	Union 9.19. Counterproposal

MGMT Package 5

SEIU/OCWCOG
MGMT COUNTER PROPOSAL
Date: August 29, 2023 Time: PM

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<u>Article</u>	<u>Subject</u>	<u>Proposal</u>
23	Holiday Compensation	CCL
34	Mileage/Expense Allowance	Mgmt August 22 Proposal
35	Longevity	Mgmt August 22 Proposal