

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Washington County**

**And**

**AFSCME COUNCIL 75**

**Upon Execution to June 30, 2027**

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**TABLE OF CONTENTS**

**ARTICLE 1 – PREAMBLE.....1**

**ARTICLE 2 – RECOGNITION .....1**

**ARTICLE 3 – PROBATIONARY PERIOD.....1**

**ARTICLE 4 – SCOPE OF AGREEMENT.....2**

**ARTICLE 5 – MANAGEMENT RIGHTS .....2**

**ARTICLE 6 – EMPLOYEE RIGHTS .....4**

**ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY.....4**

**ARTICLE 8 – UNION DUES DEDUCTION .....4**

**ARTICLE 9 – HOLIDAYS .....5**

**ARTICLE 10 – SICK LEAVE .....6**

**ARTICLE 11 – OTHER LEAVES .....7**

**ARTICLE 12 – WAGES .....8**

**ARTICLE 13 – RETIREMENT .....10**

**ARTICLE 14 – SAFETY .....11**

**ARTICLE 15 – DISCIPLINE AND DISCHARGE.....11**

**ARTICLE 16 – GRIEVANCE PROCEDURE .....12**

**ARTICLE 17 – HOURS OF WORK.....14**

**ARTICLE 18 – FILLING VACANCIES .....16**

**ARTICLE 19 – VACATION .....18**

**ARTICLE 20 – SENIORITY .....18**

**ARTICLE 21 – UNION BUSINESS .....19**

**ARTICLE 22 – STIKES AND LOCKOUTS BARRED .....21**

**ARTICLE 23 – PERSONNEL FILE.....21**

**ARTICLE 24 – SAVINGS CLAUSE .....22**

**ARTICLE 25 – INSURANCE .....22**

**ARTICLE 26 – RESERVED FOR FUTURE USE .....23**

**ARTICLE 27 – LABOR MANAGEMENT COMMITTEE .....23**

**ARTICLE 28 – TRAINING .....24**

**ARTICLE 29 – EFFECTIVE DATE AND DURATION.....25**

**APPENDIX A – WAGES .....26**

## ARTICLE 1 – PREAMBLE

- 1.1. This Agreement is entered into between Washington County, Oregon, hereinafter referred to as the "County," and American Federation of State, County and Municipal Employees (AFSCME) Council 75. hereinafter referred to as the "Union," for the purpose of fixing the wages, hours and conditions of employment affecting employees in the bargaining unit covered by this agreement. This Agreement sets forth the establishment of an equitable and peaceful procedure for the resolution of differences and conditions affecting the fringe benefits and other conditions of employment.

## ARTICLE 2 – RECOGNITION

- 2.1. The County recognizes the Union as the exclusive representative of all full-time and part-time employees in Washington County's Juvenile Department, excluding Senior Accounting Assistants, Administrative Assistants, Administrative Specialist IIs, Financial Analysts, Legal Specialist IIs, Senior Legal Specialists, Research and Evaluation Analysts, Senior Program Coordinators, on call and temporary employees, supervisors, managers, elected officials, interns, and confidential employees.
- 2.2. The County shall promptly notify the Union of its decision to change any of the classifications listed above in Section 2.1.
- 2.3. The County will notify the Union of proposed new or amended classifications to be used within the Juvenile Services Department and will indicate whether or not it believes that any of them should be included within the bargaining unit. If the Union believes that any proposed classification should be included within the bargaining unit, Union representatives may meet with County representative to discuss the matter. If agreement is not reached within a reasonable time, the County may proceed with establishing the classification. If the classification at issue is created, either or both of the parties may petition the Employment Relations Board for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the classification shall remain out of the bargaining unit. In the event the classification is filled by a member of the bargaining unit, the employee will be allowed to remain a member of the bargaining unit pending resolution of the issue, unless the County has designated the classification as managerial, supervisory or confidential, in which case the employee will not be allowed to remain a member of the bargaining unit pending resolution of the issue.

## ARTICLE 3 – PROBATIONARY PERIOD

- 3.1. **Initial Probationary Period.** All persons newly hired into a position covered by this agreement shall be considered probationary until they complete a probationary period. The probationary period for regular full and part time employees is defined as twelve (12) months of trial service from the date of hire during which the employee serves at the pleasure of the Department Director and may be discharged without just cause.
- 3.2. **Promotional Probationary Period.** Employees who promote into a higher classification will serve a twelve (12) month probation.
- 3.3. **Performance Review and Extension of Probationary Period.** Employees will receive at least one performance evaluation during their probationary period. The evaluation will occur at approximately six (6) months of employment.

If during the trial service period the employee is absent on an approved leave without pay for two continuous weeks or more, the probationary period may be extended by the length of the leave period.

- 3.4. **Return Rights.** If an employee who promotes to a position within the bargaining unit is unable to complete their promotional probationary period, the employee may return to the classification held prior to promotion if a vacancy exists. If no vacancy exists, the employee may voluntarily demote into any vacancy in a classification that they previously held. If there are no vacancies available, the employee will be laid off and placed on a recall list for a period not to exceed twelve (12) months as provided in County Personnel Rules and Regulations (14.2.7).

#### **ARTICLE 4 – SCOPE OF AGREEMENT**

- 4.1. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understanding and agreements arrived at by the parties after the exercise of this right and opportunity are set forth in this Agreement. The parties agree that in the event the County desires to amend or modify or change the status quo concerning a mandatory subject of bargaining which is not covered by the terms of this contract, or a subject that has a mandatory impact which is not covered by the terms of this contract, the County will provide the Union with written notice of the proposed change. The Union shall have fourteen (14) days to object in writing to the person proposing the change or their designee. The failure of the Union to object in writing to the proposed change within fourteen (14) days of the notice provided for above shall serve as a waiver of the Union's right to bargain. The Union's written objection shall specify the nature of the objection and identify whether the Union believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. Following notice by the Union of objection to the proposed change, the parties agree to bargain as required by state law, unless otherwise mutually agreed and as provided in Article 25 (Insurance).
- 4.2. The County and the Union intend that this writing constitute their full and final agreement between the parties. This Agreement supersedes any and all prior agreements, past practices, and other understandings whether written or oral among or between the Union, the County, and the employees.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.1. The parties agree that all rights and decision-making prerogatives incident or in any way related to management of the department are retained by the County unless modified by a specific provision of this Agreement and are not subject to bargaining or to the grievance procedure.
- 5.2. The County shall have no obligation to bargain or to process a grievance relative to any right or decision-making prerogative which is retained by the County, including any decision related thereto, the implementation of any such decision, or the effects thereof. The rights and prerogatives of the County not modified or given up by a specific provision of this Agreement are deemed to be among those rights and prerogatives which are

retained by the County. The rights of employees and of the Union are those which are specified under a specific provision of this Agreement.

- 5.3. Without limitation, but by way of illustration, the exclusive rights and decision-making prerogatives of the County shall include the following:
  - 5.3.1. To determine the services and level of services to be provided by the department and priorities between services and functions.
  - 5.3.2. To direct and supervise all operations and functions, to establish policies of the department, and to modify such operations, functions, and policies as they may affect employees in the bargaining unit.
  - 5.3.3. To organize or reorganize the structure, work, or reporting relationships within the department.
  - 5.3.4. To determine the need for a reduction or an increase in the work force and whether or not a vacancy exists for purposes of this Agreement.
  - 5.3.5. To establish, revise, and implement standards for hiring, classification, promotion, workload and quality of work within each category of service, safety, and procedures.
  - 5.3.6. To assign and distribute work duties.
  - 5.3.7. To determine schedules of work.
  - 5.3.8. To contract or subcontract work provided that the County will provide thirty (30) day notice of any pending decision to contract or subcontract, will afford the union an opportunity to discuss the matter and propose alternatives during such period, and upon implementation will bargain concerning any substantial impact of such a decision on bargaining unit employees.
  - 5.3.9. To abolish positions.
  - 5.3.10. To hire, promote, and transfer, within the same pay range.
  - 5.3.11. To discipline or discharge for cause.
  - 5.3.12. To determine promotional opportunities and the need for and qualifications of employees, transfers, and promotions.
  - 5.3.13. To determine job descriptions and content.
- 5.4. Prior to filling a vacant position in the bargaining unit with a duration of six (6) months or longer, the County will provide notice to employees in the bargaining unit at least seven (7) calendar days before posting the position externally. Qualified internal candidates will be interviewed. The County reserves the right to hire the most qualified candidate in its discretion.

## ARTICLE 6 – EMPLOYEE RIGHTS

- 6.1. It is agreed that employees represented by the Union shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join in the activities of the Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the County or by the Union because of their exercise of these rights.

## ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

- 7.1. The County and the Union agree that the provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, gender, national origin, age, mental or physical disability, sexual orientation or other protected status recognized by Federal, State and County laws and rules. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of their job, and the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.
- 7.2. Nothing in this Section, however, shall be construed to prohibit actions taken because of bona fide occupational qualifications, seniority rights, or County business necessity.
- 7.3. The Union shall share equally, with the County, the responsibility for applying the provisions of the Agreement.
- 7.4. All references to employees in this Agreement are intended to be gender neutral.

## ARTICLE 8 – UNION DUES DEDUCTION

- 8.1. Employees who are members of the Union shall make dues payments to the Union in an amount equal to that certified by the Union in writing. The County agrees to deduct from each paycheck of each employee each month the payments for regular dues, as authorized in writing by the employee. The County shall remit the aggregate deductions of all employees to the Union, together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted, within ten (10) days after the deduction is made. The Union will inform the County, in writing, when any change in dues occurs.
- 8.2. The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of any check off.
- 8.3. The County will notify the Union of all new hires in the bargaining unit within two (2) pay periods. The County shall furnish the Union with the name, mailing address, phone number and their job title.
- 8.4. **PEOPLE Committee.** The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees for the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) or AVIP (AFSCME Values

in Practice). The Union agrees to provide the County a listing of employees that are making PEOPLE and/or AVIP contributions and amount deducted per employee on a monthly basis in the same report it provides to the County for dues deduction.

## **ARTICLE 9 – HOLIDAYS**

9.1. **Holidays.** The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Presidents' Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Floating Holiday (1)
- Martin Luther King Day

9.1.1. In the event the County Board of Commissioners recognizes an additional holiday, it will be added to the list in Section 9.1, above.

9.1.2. Whenever a holiday falls on a scheduled day off, the closest scheduled workday will be considered the holiday. Employees who work an alternate schedule whose regularly scheduled workdays exceed eight (8) hours in a day may use vacation time, flex time, or compensatory time to make up the difference between their scheduled work day and the eight (8) hours of holiday pay.

9.1.3. Floating holidays as provided in this Article shall not be accumulated and must be used within the calendar year in which they are provided. Failure to use a floating holiday within any calendar year shall result in the loss of that holiday. An employee terminating County employment shall either use the floating holiday prior to the date of termination or lose it. It is solely the employee's responsibility to use the holiday and the employee shall do so only upon reasonable request to their supervisor. In consideration of County needs and demands, an employee's request for use of a floating holiday shall not be unreasonably denied.

9.2. **Holiday Work.** If any eligible regular employee is required to work on any of the holidays listed above, they shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) their regular rate of pay or compensatory time and one half (1-1/2) off to be accounted for in Holiday Time Bank maintained separately from compensatory time as described in Article 17 (Hours of Work). The employee will choose whether to receive pay or compensatory holiday time.

Accrued compensatory holiday time shall be paid to an employee or their beneficiary in the event of death or separation of employment.

- 9.3. **Eligibility for Holiday Pay.** No employee shall receive holiday pay if the employee is not in a paid status on their scheduled workday either immediately preceding or immediately following the holiday unless otherwise required by law.
- 9.4. **Holiday During Leave.** Should an employee be on authorized sick leave, comp leave or vacation leave when a holiday occurs, they shall be paid for such holiday and the holiday shall not be charged against their sick or vacation leave accumulation.
- 9.5. Less than full time regular employees shall receive prorated pay in lieu of time off. Full-time employees will be paid for eight (8) hours for each of the holidays listed.

## **ARTICLE 10 – SICK LEAVE**

- 10.1. **Accrual.** Employees shall accumulate sick leave at the rate of 0.0462 hours per each hour paid. The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year and may be accumulated without limit. When an employee is transferred or appointed to another department of the County, the employee's accumulated sick leave credit shall be transferred with the employee to that department.
- 10.2. **Use of Sick Leave.**
  - 10.2.1. A regular employee who is unable to perform their duties by reason of personal illness or injury, necessity for health care, exposure to contagious diseases or for any reason covered by applicable laws and statutes governing use of sick leave, may utilize their accrued sick leave.
  - 10.2.2. If an employee takes more than three (3) consecutively scheduled workdays as sick leave, they may be required to provide verification from a health care provider (HCP), or other satisfactory evidence of the need to use sick leave. In the event such certification request is made, the medical cost to the employee, if any, will be borne by the County.
  - 10.2.3. In the case of an employee's personal illness or injury, notification should be given of the employee's intent to use accrued sick leave as soon as is practical. For a temporary absence covered by sick leave which is predictable, i.e., surgery or pregnancy, the employee shall give the department head or designee sufficient notice to plan for staffing during the employee's absence and shall provide the department head or designee with a written statement from the attending HCP stating the date the leave is to begin. The employee shall notify the department head or designee as soon as the attending HCP releases the employee to return to work.
  - 10.2.4. As used in this Article, "immediate family" shall be defined consistent with Oregon law.
  - 10.2.5. Abuse of sick leave privileges shall be treated in accordance with the discipline and discharge provisions of this Agreement. Due to HIPAA and privacy issues, when sick leave investigative materials are requested, all materials will be provided by the County directly to the Union's designated Union Staff Representative rather than a Union-employee representative.

10.2.6. Abuse of sick leave shall be cause for disciplinary action. Where the County has a reasonable basis to believe that sick leave abuse has occurred, the County may require the employee to provide proof of the need for leave.

- 10.3. **Unused Sick Leave.** Paid sick leave is provided in the form of insurance against loss of income due to incapacitating illness or injury. No compensation for accrued sick leave shall be provided to any employee separating from County service.

## ARTICLE 11 – OTHER LEAVES

- 11.1. **Leave of Absence.** A regular employee shall not be authorized a leave of absence without pay until all accumulated vacation accruals shall have been applied toward payment for the absence.

The director of the department may grant a leave of absence without pay not to exceed ninety (90) calendar days. Leaves of absence without pay for periods in excess of ninety (90) days must be recommended by the department head and approved by the County Administrator. Request for such leave must be in writing and must establish reasonable justification for approval of the request.

- 11.2. **Jury Duty and Witness Leave (Not related to work).** Regular employees shall be granted leave with full pay any time they are required to report for jury duty or jury service or as a witness except if they are a party in or have a vested interest in the case. All jury fees and witness fees, except mileage allowance, will be remitted to the County in instances where the employee has been granted leave with full pay. If an employee is excused or dismissed from jury service at any time prior to the end of their assigned shift, the employee will contact their supervisor for instructions or assignment.

- 11.3. **Educational Leave.** Employees may be granted leaves-of-absence with or without pay for educational purposes, to attend an accredited school when it is related to the business of the County and to attend conferences, seminars, briefing sessions, trainings, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operations of the County. Educational leave is at the County's discretion, and the County must approve any request for educational leave in writing.

- 11.4. **Military, Alternative Service and Peace Corps Leaves.** Military, alternative service, and Peace Corps leaves shall be granted in accordance with state and federal law.

- 11.5. **Family Medical Leave.** Family medical leave shall be granted consistent with state and federal law.

- 11.6. **Paid Leave Oregon.**

11.6.1. The County will pay the employer portion of PLO premiums.

11.6.2. Upon request, an employee shall be allowed to utilize their accrued leave (of their own choice), to compensate for the difference between their PLO benefits and their normal rate of pay received from the County.

11.6.3. Upon request, an employee may utilize their own accrued leave (of their choice) to ensure they maintain their regular rate of pay pending the processing of their claim for PLO benefits.

- 11.7. **Workers' Compensation.** Employees are insured under the provisions of the Oregon State Workers' Compensation Act for occupational injuries and illnesses. As a result, the employee may be eligible for time-loss and other benefits under the County's workers' compensation policy. When calculating time loss benefits, the day of injury shall be considered a workday and the employee will receive their normal salary for that day.

Any regular employee who shall sustain any injury or illness which is compensable under the workers' compensation laws and is unable to work due to the accepted condition as verified by their treating physician, in addition to such compensation as may be paid to them under Oregon law, shall receive from the County, the difference between such compensation payments and the amount of his/her regular straight time wage, less withholdings, for a period not to exceed one hundred and eighty (180) days from the date upon which such workers' compensation payments commence, provided that the supplement will result in total wages which are not more than \$10 less than the employee's regular net pay.

Thereafter, a regular employee is paid time-loss benefits according to Oregon law paid directly to the employee by the County's Third Party Administrator and may use accrued comp time, vacation, in lieu of holiday, or sick leave to cover the difference between workers' compensation payments and the employee's net pay as determined above.

- 11.8. **Bereavement Leave.**

11.8.1. An employee shall be allowed up to three (3) workdays time off per occurrence with pay for bereavement leave related to death of an employee's family member as defined in County policy 304A. The department director may approve up to an additional two (2) workdays of paid bereavement leave with pay under special circumstances, including travel time necessary to attend services.

11.8.2. Any bereavement leave taken under this Section and County policy is inclusive of bereavement leave that an employee can take under OFLA, PLO, or other leave program.

11.8.3. With approval of the department director, unpaid leave or other accruals may be taken for the death of an individual other than a family member. The County agrees to abide by any change in the law regarding bereavement leave.

## **ARTICLE 12 – WAGES**

- 12.1. **Wage Increase.** Within sixty (60) days of the execution of this Agreement, all employees employed at the time the Union ratifies the Agreement will receive a one-time, first contract ratification bonus of three thousand dollars (\$3,000) before taxes and withholdings.

Effective the first full pay-period in January, 2026, the County will pick up the 6% PERS/OPSRP contribution for all employees under this Agreement.

Effective the first full pay-period in July 2026, the County will adjust the straight time hourly rate of pay for all employees under this Agreement by a cost of living adjustment (“COLA”) equal to the Consumer Price Index, CPI-W, West Coast, annual index for 2025, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

- 12.2. **Differentials.** Language: Employees will be eligible to receive a language premium as provided in the County’s bilingual pay policy.

12.2.1. **Shift Differential.**

Employees who work the overnight shift at Harkins House (10:30pm - 7:00am or 10:30pm – 9:00am) will receive an additional one dollar (\$1.00) per hour for all hours worked during the overnight shift.

Employees who work the overnight shift at Custody Services (9:00pm - 7:00am) will receive an additional one dollar (\$1.00) per hour for all hours worked during the overnight shift.

12.2.2. **Training Differential.**

Employees will receive a five percent (5%) differential for all hours spent facilitating formal training to coworkers on the following subjects:

- CPR/First Aid/AED
- EPICS
- MANDT (formerly CPI)
- Motivational Interviewing
- QPR

The Department Director may approve the training differential for additional subjects. The training differential will not apply to new hire training or other training that is part of an employee’s regular duties.

- 12.3. **Administration of Salary Schedules.** The following rules shall govern the use of the salary ranges set forth in Appendix A, which is made a part hereof.

12.3.1. **Rates of Pay.** Each employee shall be paid at one of the steps of the range prescribed for the classification.

12.3.2. **Anniversary Date.** For all purposes, an employee's anniversary date shall be the date the personnel action occurs. However, the changes in the wage rate shall be effective the first day of the payroll period in which the day of the personnel action occurs.

12.3.3. **Merit Increases.** When an employee meets the overall job requirements of the Learning Plan and Performance Assessment, as determined by the County, the regular employee may be granted an increase at the completion of twenty-six (26) qualified payroll periods from the employee's anniversary date, and additionally an increase to the next succeeding step of the range may be granted to regular employees upon completion of every twenty-six (26) qualified payroll periods since

the last in-range increase until the employee has reached the top of the salary range for the classification.

12.3.4. **Promotions.** A promotion is an appointment to a position in a classification within the bargaining unit which has a higher maximum salary rate than the employee's present classification. Whenever an employee is promoted, their pay will be determined by using the method that yields the higher pay rate between the following two options:

1. The employee shall be placed on a step in the new range effective the first day of the payroll period following such promotion, that will provide the equivalent rate of a one-step salary increase but no less than the minimum step of the new range; or
2. Human Resources will complete a salary analysis utilizing a Hiring Compensation Decision Matrix and Compensation Request Form, which is in accordance with the provision of the Oregon Equal Pay Law. The Hiring Compensation Decision Matrix and Compensation Request Form compares the employee's education and experience with the minimum qualifications for the promotional position and assigns an appropriate salary, hourly rate, or step in the new range of the promotional position. A copy of the salary analysis will be provided to the impacted employee and the Association President upon request.

The date of such promotion or reclassification shall establish a new anniversary date for subsequent salary increases. Promotive positions shall be filled by the applicant with the highest qualifications, provided that where two or more applicants are substantially equally qualified, as determined by the County, the senior employee-applicant will be given preference. Promotions shall not be subject to the provisions of the grievance procedure contained herein.

12.3.5. **Demotions.** A demotion is an appointment to a position in a classification which has a lower maximum salary rate than the employee's present classification or to a reduction in rate to a lower step on the range. When a class demotion occurs, the department head shall appoint the demoted employee to a salary within the salary range of the lower classification which is less than or equal to the employee's present salary. In the case of a demotion in lieu of a layoff, the employee shall retain the same salary rate until the class reaches the salary level of the existing position provided, however, that the lower range is within ten percent (10%) of the higher classification salary range and shall be designated by a "Y" rating. The department head shall decide whether the "Y" rating is appropriate. In either a class demotion or a salary demotion, the employee shall retain the same anniversary date.

## **ARTICLE 13 – RETIREMENT**

13.1. **Public Employees Retirement System.** The County shall continue to participate in the Public Employees Retirement System (PERS) for employees eligible to participate in the system. The County shall participate in the Oregon Public Service Retirement Plan (OPSRP), for all other employees.

Effective the first full pay period in January, 2026, employees under this agreement shall have the six percent (6%) contribution to PERS/OPSRP paid (picked-up) by the County.

No employees covered by the collective bargaining agreement shall have the option of receiving the salary payment and paying the PERS or OPSRP contribution directly, and an employee's reported salary on the W-2 form for tax purposes will be reduced by the amount of the employee's contribution.

If any provision of this agreement is held invalid for any reason by a court or administrative body having competent jurisdiction, the remaining provisions shall remain valid and in full force and effect.

## ARTICLE 14 – SAFETY

- 14.1. **Safe Working Conditions.** The County will make good faith efforts to resolve employee safety concerns and will make reasonable efforts to maintain safe working conditions and equipment for all employees. The County shall not discipline or in any manner discriminate against any employee because they have reported, in good faith and for good cause, the existence of an unsafe condition or practice to management, OSHA, the Union or other agency.
- 14.2. **Safety Committee.** The County will maintain a Safety Committee that will meet as needed, but no less than quarterly. Two employee representatives from the Union will be appointed by AFSCME to serve on the Safety Committee. The County shall also maintain three (3) years of minutes for each of the Safety Committees accessible to any Union member for review. Safety Committee meeting minutes will include information regarding safety issues unresolved thirty (30) days after initial report.
- 14.3. **Safety Training.** The County will provide the necessary training for employees to efficiently and safely complete the roles and responsibilities of their positions.
- 14.4. **Tools.** The county will provide the necessary tools and equipment to efficiently and safely complete the roles and responsibilities of their positions.

## ARTICLE 15 – DISCIPLINE AND DISCHARGE

- 15.1. An oral warning may be the first step taken for minor issues and shall be considered non disciplinary and not subject to the grievance procedure. Nothing herein shall be construed as requiring a verbal warning prior to formal discipline. The County may also support employees through other non-disciplinary methods such as informal coaching, a Performance Improvement Plan (PIP), Work Plan, or a Memo of Expectations (MOE).
- 15.2. **Discipline.** A disciplinary meeting will be arranged by the immediate supervisor to include a Shop Steward or Union Representative, provided the employee requests their presence and such presence will not create an unreasonable delay period. Discipline may include, but not be limited to, written reprimands, suspension, demotion or termination, as determined by the seriousness of the offense, the employee's work history, and other relevant circumstances. No career employee shall be disciplined except for just cause. For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- 15.2.1. The employee shall have some warning of the consequences of the conduct, unless the conduct is of such a serious nature that no prior warning is necessary in the eyes of a reasonable person.
- 15.2.2. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied even handed.
- 15.2.3. The County must conduct a fair and reasonable investigation.
- 15.2.4. It must be determined, by a preponderance of evidence, that the employee has committed the alleged misconduct or act.
- 15.2.5. The discipline issued must be appropriate based on the severity of the misconduct.
- 15.2.6. The employee's past employment record with the County shall be considered, if appropriate, based on the severity of the act.

All disciplinary action above a written reprimand may be protested as a grievance through the grievance procedure as outlined in Article 16 (Grievance Procedure). Disciplinary action of written reprimand or below may be protested as a grievance through Step 2 of the grievance procedure as outlined in Article 16 (Grievance Procedure). Discipline shall be done privately in a manner which will not embarrass the employee before other employees or in public.

- 15.3. **Discharge.** If the County determines there is just cause for discharge, the County shall deliver to the employee and the Union written notice of such discharge, specifying the principal grounds for such action. Protests of the discharge of any employee shall be made through the regular grievance procedure set forth in Article 16 (Grievance Procedure). The Union may process a grievance concerning suspension, demotion or discharge at Step 3 of the Grievance Procedure. This Article shall not apply to any employee on initial probation.
- 15.4. Employees who elect to pursue grievances through Article 16 (Grievance Procedure) of this Agreement agree to waive their right to file the grievance through the Civil Service Commission.
- 15.5. Except when the subject of the investigation is unavailable or in cases involving potentially unlawful conduct, any initial investigative interview or fact-finding meeting that may lead to discipline shall be conducted no later than sixty (60) days after the County first has knowledge of the conduct giving rise to the discipline; otherwise the discipline will be disallowed.
- 15.6. If the County determines that discipline may be warranted, the County will issue a Pre-disciplinary Letter to the affected employee. The notice will include a summary of facts, the policy violations or misconduct determined to have occurred, and the level of discipline being considered.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

- 16.1. Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner:

**Step 1:** An employee or group of employees having a grievance shall first take the matter up informally with the supervisor involved. If unresolved the employee, or group of employees who are similarly situated, with or without an employee or Union representative, shall commit the grievance or dispute to writing and submit the written grievance to the employee's division manager or Supervisor and the Human Resources Division within twenty-one (21) calendar days of its occurrence; or if at the time the employee is unaware of the grievance, they may submit the grievance in writing, within twenty-one (21) calendar days of the date upon which they became aware of its occurrence, but in no event longer than ninety (90) calendar days from the date of occurrence. The written grievance shall include the date of the occurrence giving rise to the grievance, the specific provision or provisions of the agreement alleged to have been violated, and the remedy of relief sought by the employee. The division manager shall then attempt to adjust the matter and respond to the employee(s) within fourteen (14) calendar days.

**Step 2:** If the grievance has not been settled, it may be presented in writing by the employee or Union representative or the union grievance committee to the department Director within fourteen (14) calendar days after the division manager's response is due. The written notice shall state the nature of the grievance, the section of the contract allegedly violated, and the remedy requested. The parties shall meet to discuss and attempt to resolve the issues. The department Director or their designee shall respond in writing within fourteen (14) calendar days after the meeting.

**Step 3:** If the grievance has not been settled, it may be presented by the employee or Union representative to the County Administrator or their designee, within fourteen (14) calendar days after the response of the department Director or their designee is due. The County Administrator shall consider the grievance based upon the written information from its staff unless the employee, Union representative or union Leadership shall request a meeting. The Union may be represented at such a meeting by the employee, no more than (3) three members of the Union leadership and a Union representative. The response of the County Administrator, shall be made in writing within twenty-one (21) calendar days of submittal, or within twenty-one (21) calendar days after the meeting if a meeting is held, whichever is later.

**Step 4:** The Union, if not satisfied with the County Administrator's response at Step 3, may request arbitration within fourteen (14) calendar days.

The parties shall select an arbitrator from a list of thirteen (13) Oregon or Washington Arbitrators submitted by the Oregon State Mediation and Conciliation Service, by the method of alternately striking names. The grieving party shall strike the first name objectionable to it and the County shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator. The arbitrator shall conduct a hearing to take evidence and testimony and shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony and presentation of evidence and argument. The arbitrator's decision shall be final and binding on both the parties, but the arbitrator shall have no power to alter in any way the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of this Agreement and may provide retroactivity not exceeding ninety (90) calendar days prior to the last date of occurrence of the grievance specified in the written submittal.

The County and the Union agree that the loser shall pay the arbitrator's fee. Further, the County and the Union agree that the arbitrator shall declare a winning party. Each party shall pay such other costs that they incur.

- 16.2. Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure by an employee or the Union within the applicable time specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.
- 16.3. The time periods described in this Article shall be suspended for the duration of an emergency or may be extended by mutual agreement of the parties.

## **ARTICLE 17 – HOURS OF WORK**

- 17.1. **Regular Hours.** The regular hours of work each day shall be consecutive except for interruptions for lunch period, and as may be required for emergencies.
- 17.2. **Work Week.** The workweek shall be from 12:01 a.m. Saturday through midnight Friday night.
- 17.3. **Regular Schedule.** For employees not working in a unit that operates twenty-four hours per day and seven days per week (24/7 unit), the County will assign a regular full-time work schedule of five (5) consecutive 8-hour shifts per week, or four (4) consecutive 10-hour shifts per week.

For employees working in a unit that operates twenty-four (24) hours per day and seven (7) days per week ("24/7 Unit"), the County will assign a regular full-time work schedule that consists of any combination of eight (8), ten (10), and twelve (12) hour shifts equaling forty (40) hours per week. Each employee's regular schedule will provide at least eight (8) hours between shifts. No employee will be required to work more than sixteen (16) consecutive hours except in emergencies to maintain minimum staffing.

At its discretion, the County may offer regular part-time schedules. Alternative work schedules that vary from the regular full-time work schedules described above may be adopted through mutual agreement of the County and the employee.

- 17.4. **Flexible Schedule.** Employees may request to flex their daily work hours for personal and professional reasons. The employee must submit the request to their supervisor at least seven (7) calendar days before the change would occur, unless the reason for requesting the flex was unforeseeable. Regardless of when the request is made, the employee must receive approval for the flex in writing via email or verbally via phone or in person. Without prior approval from the employee's supervisor, the flex is not authorized and the employee must work their regular schedule.

The purpose of this flexibility is to allow employees the ability to adjust hours of a work shift and/or days of a work schedule. Flexible schedule changes could be more or less than the minimum or maximum hours per shift discussed in the regular or alternative schedules above. These changes in the schedule should be considered occasional and sporadic to meet an immediate or short term need and will not last more than ten (10) consecutive workdays, unless by mutual agreement. It is understood that flexible

schedules will not create an overtime liability for the County unless previously authorized in advance by the supervisor.

- 17.5. **Temporary Schedule Changes.** Except in the case of an emergency, the County will provide not less than seven (7) days' notice prior to a changing a regular employee's work schedule to accommodate court appearances, community events, or other operational needs beyond the control of the County. The requirement of seven (7) days' notice may be waived by the impacted employee in writing. If the seven (7) day notice requirement is not provided, the employee will have the right to deny the schedule change unless there is an emergency.

If an employee's schedule is changed under this provision, the supervisor will notify the employee in writing upon the change in schedule. The employee will be given the option of flexing their schedule. If the temporary schedule change results in the employee working more than forty (40) hours in the workweek, the employee will have the option of receiving comp time or overtime pay.

- 17.6. **Permanent Schedule Changes.** The County will provide fourteen (14) calendar days' notice prior to changing an employee's regular work schedule. The employee may waive the fourteen (14) day notice requirement. When assigning permanent schedule changes to fill a shift vacancy, the County will first ask for volunteers. If multiple employees volunteer to fill a shift vacancy, then the most senior employee qualified to fill the schedule will receive the schedule change desired. In the absence of a qualified volunteer, then the least senior employee qualified to fill the shift vacancy will be notified of a schedule change as listed above.

- 17.7. **Shift Trades.** Within the same fourteen (14) day work period coinciding with the County payroll period, staff may voluntarily trade shifts with a shift supervisor's approval, subject to denial for valid cause, and provided that such shift trades do not generate any overtime for either employee, and provided that each employee be in paid status a minimum of forty (40) hours each work week in a payroll period. All requests to voluntarily trade a shift must be submitted in writing at least one workweek in advance and approved at least forty-eight (48) hours in advance.

This Section is not intended to prohibit employees from requesting a shift trade less than one workweek in advance and/or supervisors from approving a shift trade when submitted less than one work week in advance for good and just reason, such as for nonrecurring last-minute circumstances.

- 17.8. **Breaks.** All employees' work schedules shall provide for two (2) paid fifteen (15) minute rest periods. Employees may not take breaks at the beginning or end of a shift. Employees may be permitted to combine rest periods based on the needs of the department, and with supervisor approval.

All employees' schedules will consist of a lunch break in the middle of their shift as is consistent with law and County policy. Employees working in a 24/7 Unit receive a paid meal break and may be required to return to work during their meal period when necessary. If this occurs, the employee will be given the opportunity to take a meal break later in their shift.

- 17.9. **Overtime.** Overtime shall be paid for all work in excess of forty (40) hours per week. For purposes of determining overtime pay, hours worked shall include paid leave taken during the week for which overtime pay is being calculated. Compensation for overtime worked shall be at the rate of time and one-half (1-1/2) the employee's regular rate of pay. Payment for overtime worked shall be in cash as part of compensation for the same pay period in which it is accrued, or in the form of compensatory time at the choice of the employee.

The County may require employees in 24/7 Units to work overtime when necessary to maintain minimum staffing. When holdover overtime is required, the County will permit the eligible, qualified employees to determine who will work the overtime. If the eligible, qualified employees cannot reach a consensus, the County will assign the overtime to the qualified, eligible employee with the least number of overtime hours in the last pay period. If the number of overtime hours are equal, the least senior employee will be assigned the overtime.

- 17.10. **Inclement Weather.** The County will follow the County's Facility Closure or Curtailment Due to Hazardous Conditions Policy in cases of inclement weather. As provided in the policy, in the rare event that no other option is available, an employee is unable to take part in work or any type of training, and a request to make up missed hours during the same work week is not applicable, then the employee must draw from their accrued leave, such as compensatory time, vacation leave, administrative leave, and/or floating holiday.

## **ARTICLE 18 – FILLING VACANCIES**

### **18.1. Definitions.**

18.1.1. A "transfer" is an appointment to another position within the same job classification.

18.1.2. A "promotion" is an appointment to a position in a bargaining unit classification which has a higher maximum salary rate than the employee's present classification.

18.1.3. A "vacancy," as used in this Article, is an open position within a bargaining unit classification.

18.1.4. An "interim assignment" is any open position within a bargaining unit classification that will be filled on temporary basis by an employee in a lower classification. Except in unique circumstances, an interim assignment will not last longer than six (6) months.

18.1.5. A "qualified employee" is an individual who meets the minimum qualifications of their classification and has demonstrated the ability to perform all aspects of the work involved in an efficient and safe manner, in the sole discretion of the County.

### **18.2. Pay Adjustments Upon Transfer.**

18.2.1. An employee who transfers will retain their current rate of pay.

18.2.2. If an employee who currently works in a position that is assigned as bi-lingual transfers to another position that does not require bi-lingual skills that employee will maintain their language differential in the new position.

18.3. **Anniversary Dates Upon Transfer.** The employee's anniversary date will remain unchanged.

18.4. **Vacancies.** Vacancies shall be filled in the following manner:

1. Management will provide employees at least seven (7) days' notice when a vacancy occurs. The notice will include the person to contact and the deadline for consideration.
2. The County will first attempt to fill vacancies through a transfer. To be eligible to transfer, an employee must have been in their current position for at least twelve (12) months. Management will create a list of qualified, eligible internal candidates from the pool of employees who express interest in the vacant position. Qualified, eligible internal candidates will be interviewed. The County will appoint the most qualified candidate in its discretion. Any employee not selected may request additional information from management regarding the reason they were not selected.
3. If the vacancy is not filled by a transfer, the County will attempt to fill the vacancy through a promotion or with an external candidate. All qualified internal candidates will be interviewed.
4. The County will hire the most qualified candidate in its discretion.
5. Any employee not selected may request additional information from talent acquisition regarding the reason they were not selected.
6. The County will include a bargaining unit member on the interview panel for all vacancies within the bargaining unit. If no bargaining unit member is selected to participate on the interview panel, the Union may select a member to participate on the panel unless there is a conflict of interest.

18.5. **Interim Assignment.** Employees in an interim position shall receive a five percent (5%) differential for all hours worked.

The process to fill an interim assignment will be as follows, unless the County, in its discretion, determines that it is necessary to make an interim assignment without using this process to fill an urgent need within the Department:

1. The employer will announce an interim assignment within seven (7) calendar days of determining the need for an interim assignment.
2. The employer will compile a list of candidates interested in the position after the position has been announced for five (5) working days.
3. The hiring manager/supervisor will conduct necessary interviews and make a determination of the most qualified candidate within one (1) week after the last interview. Those employees not selected may request additional information from the manager regarding the reason they were not selected.

## ARTICLE 19 – VACATION

19.1. **Accruals.** All regular full time employees shall accrue vacation leave as follows:

Years of Service	Hours per Pay Period
0 - 4.99	3.6924
5 – 9.99	4.6154
10 – 14.99	5.5385
15 – 19.99	6.4616
20 – 24.99	7.3847

19.2. **Maximum Accrual.** Employees shall not accumulate vacation over three hundred sixty (360) hours. The County will notify employees approaching that threshold.

19.3. **Vacation Scheduling.** Employees must request vacation in advance and may not request vacation that they will not have sufficient accruals to cover. Vacation requests will be granted on a first-come, first-served basis. The County may deny a vacation request if granting the request would create a hardship on County operations. The Department Director must approve any vacation request greater than two (2) calendar weeks. Vacation requests will not be unreasonably denied.

## ARTICLE 20 – SENIORITY

20.1. **Definition.** Seniority in the bargaining unit shall be defined as the total length of service in the AFSCME Juvenile bargaining unit with Washington County for employees hired after ratification. Employees who are employed prior to ratification shall have their seniority defined as total length of service with Washington County. Length of service will be prorated for any period that any employee was employed at less than full-time prior to ratification.

20.2. **Acquisition of Seniority.** An employee shall acquire seniority at the end of their probationary period. Except as provided in Section 20.1, for employees employed prior to ratification, the employee's seniority will date back to the date of hire as a regular bargaining unit employee without a break in continuous service. When an employee acquires seniority, their name and classification will be placed on the seniority list by department indicating length of service with the County and within the AFSCME bargaining unit.

20.3. **Seniority List Posting.** Human Resources shall maintain a current seniority list in accordance with the requirements of Section 20.2. The seniority list will be updated at least quarterly. The County will provide the seniority list to the Union upon request. In case of dispute, official records shall be those maintained in Human Resources.

20.4. **Layoff and Recall.** Every reasonable effort will be made to avoid laying off employees. In the event that it becomes necessary to lay off employees, the following procedure will be used:

1. The County will identify the position, work unit, and classification for layoff. Within an affected job position, the selection of employees retained will be in accordance with

seniority, so long as the senior employees possess similar qualifications, and ability to perform the work of the employees displaced. Employees shall be given at least fifteen (15) days' notice prior to layoff. The County will provide a copy of the notice to the Union.

2. An employee displaced from their job by reason of layoff shall be entitled to displace the least senior employee in the same classification and work unit, providing the displacing employee has greater seniority and possesses similar qualifications, and ability to perform the work of the employee displaced. A displaced employee shall be entitled to displace other employees in the same manner. Employees wishing to exercise the right to bump, if any, must do so in writing within three (3) business days from the date the employee receives notice of layoff. Once an employee submits a written notice of intent to bump, the applicable supervisor will meet with the employee within three (3) business days to review the applicable seniority roster.
  3. The department Director shall make the determinations of qualifications and ability.
  4. Recall of employees within each classification and work unit shall be in the reverse order of layoff from the classification. Laid off employees may remain on the layoff list for a maximum of twelve (12) months from the date of layoff.
- 20.5. **Removal of Name from Recall List.** The Human Resources Division may remove the name of a person from a recall list if the laid off employee fails to reply within ten (10) working days from the date of mailing of a written inquiry, sent by certified mail, to the laid off employee's last known address. It is the responsibility of the employee to notify the Human Resources Division of any address change.

The County may recall the next person on the layoff list if a laid off employee is not available to work within ten (10) working days of their notification to return to work.

## **ARTICLE 21 – UNION BUSINESS**

- 21.1. **Bulletin Boards.** The County agrees to authorize the use of bulletin board space in convenient places to be used by the Union in communicating with employees. The Union shall limit its posting of notices and bulletins to such bulletin boards and contents of such notices and bulletins shall be limited to the posting of factual information as it relates to employees and the business of the Union. Such posting shall not be of a public political nature. Only authorized Union personnel will be allowed to post or remove items from the bulletin boards.
- 21.2. **Meetings.** Meetings between the County and the Union may be held, if practicable, during regular working hours, on the premises of the County, without loss of pay. (In other words, employees shall be paid for attendance at meetings that occur during their scheduled work time.) Unless otherwise approved by the County, the number of participating employees representing the Union, exclusive of any aggrieved employee, shall be limited to one (1), except for instances where a new steward is shadowing for training purposes.
- 21.3. **Negotiations.** Prior to the date set for reopening of this Agreement, the Union shall notify the County of the employees on its bargaining team. Five (5) regular employees shall be given time off for attending scheduled negotiation sessions, without loss of pay. The

County shall not incur an overtime obligation as a result of employees attending negotiation sessions.

**21.4. Union Representatives.**

21.4.1. The County agrees that accredited representatives of the Union, upon reasonable and proper introduction and notice, shall, have reasonable access to the premises during working hours to conduct business with the County within the scope of employment relations.

21.4.2. The Union representatives shall have reasonable access to employees provided such activity shall not interfere with the regular work routine.

21.4.3. For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:

21.4.3.1. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations; and

21.4.3.2. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

21.4.4. For purposes of newly hired employees in the bargaining unit, reasonable access includes, but is not limited to:

21.4.4.1. The right to meet with the new employees within 30 calendar days from the date of hire for a period of 30 minutes, during new employee orientation or, if the public employer does not conduct new employee orientations, at individual or group meetings, without loss of compensation or vacation.

21.5. **Use of Building Facilities.** Union representatives shall be allowed the use of the facilities or property of the County for meetings with bargaining unit employees when the facilities are available and the meetings would not conflict with the business of the department or County or otherwise interfere with the County's operations. Union representatives shall have the right to conduct these meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

21.6. **Use of Electronic Mail System.** A Union representative shall have the right to use the County's electronic mail systems or other similar communication systems to communicate with the employees in the bargaining unit regarding:

21.6.1. Collective bargaining, including the administration of collective bargaining agreements;

21.6.2. The investigation of grievances or other disputes relating to employment relations;

21.6.3. Matters involving the governance or business of the labor organization.

- 21.7. **Shop Stewards.** It is recognized by the County that shop stewards are desirable for the proper administration of the terms of this agreement. The County also recognizes that it is desirable that the person designated, as steward shall receive their fair share of the work that they are qualified to perform. In no event shall the County discriminate against a steward in the matter of layoff or rehires or discharge them on account of the proper performance of their steward's duties.

Upon mutual agreement, the Union may take up any disciplinary action brought against a Shop Steward by the County as a grievance at Level Two of the grievance procedure, and the matter shall be handled in accordance with this procedure through arbitration.

21.7.1. **Information to the Union.** If the County has the information identified below in its employer records, the County shall provide to a union representative, in an editable digital file format agreed to by the union representative, the following information for each employee in the bargaining unit:

1. The employee's name and date of hire.
2. Contact information including:
  - a. Cellular, home and work telephone numbers;
  - b. Any means of electronic communication, including work and personal electronic mail addresses; and
  - c. Home address or personal mailing address; and
3. Employment information, including the employee's job title, salary and work site location.

The County shall provide the information identified above to the union representative within ten (10) calendar days from the date of hire for newly hired employees in an appropriate bargaining unit, and, every one hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired employees.

## **ARTICLE 22 – STIKES AND LOCKOUTS BARRED**

- 22.1. There shall be no lockouts on the part of the County nor suspension of work on the part of the employees. This Agreement is guarantee that for its duration, there will be neither strikes nor lockouts and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure.

## **ARTICLE 23 – PERSONNEL FILE**

- 23.1. Each employee shall have the right, upon request, to review and obtain copies of the contents of his/her personnel file, exclusive of materials received prior to the date of their employment by the County. The official file shall be maintained by the Human Resources Division.
- 23.2. An employee may respond, in writing, to any item placed in such personnel file, and said response shall become part of said file.

- 23.3. Each employee shall read and sign any negative written material that is placed in their personnel file, including merit ratings, written reprimands, suspensions, or discharges. It will be noted on the material that signing does not necessarily indicate agreement.
- 23.4. If the employee feels that the material is unjust, the employee may request, in writing, a hearing with the Department Director. The Department Director or designee shall meet with the employee and shall respond in writing within ten (10) calendar days of the meeting. The decision of the Department Director shall be final. The employee shall have the right to be represented by a Union official and shall have the right to call witnesses on their behalf.
- 23.5. After twenty-four (24) months, and upon written request from the employee to Human Resources, the County will remove a written reprimand from the employee's personnel file and supervisory file unless the employee has committed a similar infraction. The County will retain any reprimand removed from the employee's personnel and supervisory file in accordance with state law.

#### **ARTICLE 24 – SAVINGS CLAUSE**

- 24.1. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such as invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provision affected. The remaining parts or provisions shall remain in full force and effect.

#### **ARTICLE 25 – INSURANCE**

- 25.1. **Medical.** The County will provide health insurance options for regular full-time employees.

Each plan will have its own established rate based on actuarial cost of the plan. The County also will provide dental and vision insurance similar to coverage currently offered.

The County's and employees' insurance contributions will be based on tiered rates depending on the level of coverage selected by the employee (e.g., employee only, employee plus spouse, full family coverage, etc.), rather than on a composite rate.

The County's contribution for medical, dental and vision insurance will be ninety percent (90%) of the premium for the plans selected by the employee.

For those employees who meet the Wellness Points requirement for the preceding wellness points year, the County's contribution for medical, dental and vision insurance will be ninety-five percent (95%) of the premium for the plans selected by the employee.

To qualify for the higher County premium contribution, the employee will meet wellness point requirements as determined by a work group of the County Wellness Committee. Wellness points earned in each points year will determine the employee's plan option for the following calendar year.

AFSCME may appoint one member to the work group of the County Wellness Committee. The work group will seek information and input from the County's benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County.

Should health insurance premiums for the plan year 2026, 2027, or 2028 increase by ten percent (10%) or more over the preceding year, either the County or the Association may reopen discussion concerning the restructuring of contribution rates and/or a restructuring of benefit plan design. The parties agree to a forty-five (45) day mid-term bargaining period in the event a reopener is exercised.

- 25.2. **VEBA.** The County will provide a contribution to a VEBA account in the amount of one hundred twenty-five dollars (\$125) per month (paid on the first two pay periods of the month) for eligible full-time employees who choose to opt out of the County's medical insurance plans. In order to qualify for the Opt-Out contribution, the employee must provide proof that they are covered by another qualified group health plan that meets the minimum value requirements set forth in the Affordable Care Act. Effective January 1, 2026, the Opt-Out contribution will increase to three hundred dollars (\$300) per month for employees opting out of their medical insurance plan.
- 25.3. **Long-Term Disability.** The County will continue to provide bargaining unit employees with long-term disability program benefits.
- 25.4. **Eligibility.** Bargaining unit employees will be eligible for coverage under the medical-hospital, dental, life insurance, and long-term disability plans as of the first of the month following their date of hire.
- 25.5. **Employee Benefits Committee.** The Union may appoint one representative on the County-wide health benefit committee, without loss of pay.
- 25.6. **Life Insurance.** As of the first day of the month following one full month of employment the County will provide group term life insurance coverage on the life of each bargaining unit employee in the amount of fifty thousand (\$50,000) death benefit payable to the beneficiary or beneficiaries designated by the employee. As of the same date the County will provide term life insurance coverage on the life of each eligible employee's dependent children, age six (6) months to twenty-six (26) years, in the amount of a one thousand (\$1,000) death benefit. The employee shall designate in writing the name of any dependent children to be covered by such insurance. Beneficiary designation shall be limited by any applicable law or policy.

## ARTICLE 26 – RESERVED FOR FUTURE USE

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## ARTICLE 27 – LABOR MANAGEMENT COMMITTEE

- 27.1. **Labor Management.** The parties agree to establish a joint labor-management committee as mutually agreed to consider issues on a topical basis and shall meet monthly unless mutually agreed to meet more or less often.

The intent of this committee is to facilitate communication between the parties by providing a forum for discussion and collaborative problem solving of issues not addressed by the contract such as staff morale, operational methods and procedures, attendance, safety, and other policies of the department which affect the working conditions of the employees when such policies are not mandatory subjects of bargaining. The committee shall not become involved in individual grievances, nor shall the committee meetings be construed as formal contract negotiations.

- 27.2. **Committee.** The Union and the County shall appoint no more than four (4) representatives each to the Labor Management Committee (LMC). The committee will meet to establish a meeting schedule to share information and discuss issues, which might be appropriate for further LMC activity. It is agreed that this time shall be County-paid. The parties mutually agree to utilize a consensus method involving all recommendations of the committee.
- 27.3. Employees who are a members of the committee shall be afforded reasonable time to prepare for meetings during normal working hours without a loss of pay. Time to prepare for LMC meetings will not interfere with an employee's work duties.

#### **ARTICLE 28 – TRAINING**

- 28.1. **Authorized Travel, Training and Conference Attendance.** Food, lodging and travel expenses, or any of them, shall be paid by the County according to an approved per diem schedule and receipt of the properly detailed County expense form, to any employee required to attend a conference or business meeting, when said conference or business meeting is held at a location other than the employee's regular home and job locations. The County shall pay tuition and instructional material costs of any employee required by the County to attend a regular course of instruction.

Prior to attending a conference or business meeting held at a location other than the employee's regular home and job locations, the employee will meet with their supervisor to establish the employee's work hours for the duration of the event. Attending conferences and business meetings will not result in overtime unless authorized by the employee's supervisor in writing.

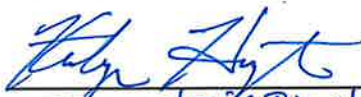
- 28.2. Travel on the day prior to an event may be permitted based on the location of the event and potential for hazardous conditions. Travel time to and from events as defined above and time spent registering and checking in to accommodations will count as hours worked. Employees will be allowed to flex their schedules to account for travel time and conference-related activities when attending conferences.
- 28.3. Any training-related time that would cause the employee to work more than forty (40) hours in a week must be preapproved by the employee's supervisor or manager of the day.

**ARTICLE 29 – EFFECTIVE DATE AND DURATION**

29.1. This Agreement is effective upon execution and shall remain in full force and effect through June 30, 2027. After June 30, 2027, this Agreement shall be automatically renewed from year to year unless either party gives written notice to the other on or before March 31, 2027, or any anniversary thereof, of their desire to renew this Agreement or to negotiate a new Agreement.

Dated this 4 day of November, 2025.

**WASHINGTON COUNTY**

  
\_\_\_\_\_  
[name, title] *chair, Board of Commissioners*  
11/18/2025  
\_\_\_\_\_  
Date

\_\_\_\_\_  
[name, title]

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Date

\_\_\_\_\_  
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Date

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[name, title]

\_\_\_\_\_  
Date

**AFSCME**

  
\_\_\_\_\_  
[name, title] *Rolanda Figueroa, Council Representative*  
11/9/25  
\_\_\_\_\_  
Date

\_\_\_\_\_  
[name, title]

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Date

\_\_\_\_\_  
[name, title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[name, title]

\_\_\_\_\_  
Date

**APPENDIX A – WAGES**

**Washington County AFSCME - Juvenile Association**  
**FISCAL YEAR 2025-2026**

<b>Class</b>	<b>Title</b>	<b>Range</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
202	<b>Juvenile Counselor I</b>	901	Hour	\$30.76	\$32.29	\$33.93	\$35.61	\$37.42	\$39.29
			Month	\$5,331.73	\$5,596.93	\$5,881.20	\$6,172.40	\$6,486.13	\$6,810.27
			Annual	\$63,980.80	\$67,163.20	\$70,574.40	\$74,068.80	\$77,833.60	\$81,723.20
203	<b>Juvenile Counselor II</b>	902	Hour	\$35.71	\$37.49	\$39.35	\$41.32	\$43.39	\$45.57
			Month	\$6,189.73	\$6,498.27	\$6,820.67	\$7,162.13	\$7,520.93	\$7,898.80
			Annual	\$74,276.80	\$77,979.20	\$81,848.00	\$85,945.60	\$90,251.20	\$94,785.60
204	<b>Juvenile Counselor, Senior</b>	R903M		<b>Min</b>	<b>Max</b>				
			Month	\$6,828.97	\$8,298.41				
205	<b>Conciliation Counselor</b>	R903M		<b>Min</b>	<b>Max</b>				
			Month	\$6,828.97	\$8,298.41				
			Annual	\$81,947.64	\$99,580.92				