

AFSCME Local 2064 – Benton County Negotiations  
AFSCME Local 2064 Last Best Offer  
10/4/2024  
**AFSCME Last Best Offer**

The below articles comprise AFSCME Local 2064's overall Last, Best, Final Offer following the mediation process. Following the LBO Articles is AFSCME's Cost Summary.

Of the articles negotiated during the successor bargaining negotiations, the parties have reached tentative agreements on the following articles, which are referenced but not attached to this document.

1. Preamble – TA 3/14/24
2. Article 1 Recognition – TA 2/15/24
3. Article 2 General Provisions – TA 1/30/24
4. Article 15 Probationary Period – TA 1/30/24
5. Article 16 Seniority – TA 2/28/24
6. Article 20 Employee Discipline – TA 2/28/24
7. Article 21 Miscellaneous – TA 2/28/24
8. Article 22 Grievance Procedure – TA 2/28/24
9. Article 23 Labor Management Advisory Committee – TA 3/14/24

The following articles are open and represent AFSCME's Last, Best, Final Offer:

1. Article 5 Union Activity – As proposed 9/4/24
2. Article 7 Hours of Work – As proposed 9/4/24
3. Article 8 Holidays – As proposed 9/30/24
4. Article 9 Adverse Leave – As proposed 9/30/24
5. Article 10 Vacation - As proposed 9/30/24
6. Article 11 Sick Leave - As proposed 9/30/24
7. Article 12 Other Leaves of Absence – As proposed 9/4/24
8. Article 13 Wages – As proposed 9/30/24
9. Article 14 Health & Welfare - As proposed 9/30/24
10. Article 18 Safety - As proposed 9/30/24
11. Article 25 Term – As proposed 6/4/24

Union Proposal Package – 5, 7, 8, 9, 10, 11, 12, 13, 14  
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## **ARTICLE 5. UNION ACTIVITY**

### **Section 5.1. Non-Discrimination.**

Neither the County nor the Union shall interfere with the rights of employees covered by this agreement to become or not to become members of the Union. The parties will not discriminate against any employee covered by this contract because of the membership in the Union, or legitimate activity as provided by this contract on behalf of the members of this bargaining unit. The provisions of this agreement shall be applied to all members of the bargaining unit equitably to the extent that specific wording of this agreement allows.

### **Section 5.2. Union Responsibility.**

The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit with respect to grievances as herein defined. Such representation shall be afforded any employee in the bargaining unit, whether or not that employee is a member of the Union. Nothing in this Section shall be construed to require the Union to pursue grievances that the Union considers invalid.

### **Section 5.3 Union Activity**

- A. The Employer shall allow the Union Representative, Stewards or Union appointee to engage in the following activities during regularly scheduled work hours without loss of compensation or benefits in addition to all other collective bargaining and employee relations activities provided in state or federal law:
1. Investigate and process grievances and other workplace-related complaints;
  2. Attend investigatory meetings, hearings, and other due process proceedings;
  3. Participate in, or prepare for, proceedings that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board;
  4. Engage in collective bargaining;
  5. Attend labor-management meetings held by a committee composed of employers, employees and representatives of the Union to discuss employment relations;
  6. Provide information to newly hired employees per Section 5.4 below; and

7. Testify in a legal proceeding in which the Union Representative has been subpoenaed as a witness.

Before engaging in Union business as listed in items 1-7 above on paid time, the Union representative, steward, or other Union official shall provide notice to his or her supervisor of the need for Union business and obtain their approval. It is further understood that Union Stewards, and Union appointees will record Union activity on paid time in the County's timekeeping system.

It is understood that Union activity outside of those listed in this article must be done outside of paid working hours.

B. The Union agrees to provide written notification to the County within ten (10) working days following election or selection of Union representatives, stewards, or other Union officials.

C. For purposes of facilitating labor/management business and to communicate to union members about labor/management issues the Union representative, steward or other Union appointees may use County telephones, electronic mail and fax machines without cost for Union business. Union representatives may also use County copiers under the same circumstances as mentioned above. However, they must pay the designated charge and use a County copier which has been specifically designated for personal copies.

- a. The Union will comply with all of the County's policies on appropriate use of work time and County equipment when utilizing the provisions of this article.
- b. The Union recognizes that the county's email system is the exclusive property of the county and that any communications or files generated or distributed by the Union on that system may be accessed by the County according to the County's general policies.
- c. The Union will not use email to provide political information, solicit support for political causes, raise funds for political purposes, sell, purchase or trade private items or property, or raise funds for any purposes.

D. Duties required by the Union of its stewards, excepting attending aggrieved employees concerning grievance matters, shall not interfere with their or other employees' regular work assignments.

E. The Local Union President shall certify the name and position of AFSCME staff representatives to the county's Human Resources Director. The county agrees that the Union Representative certified by the Local Union shall be accorded reasonable access to county premises for the purpose of union business, provided that the representative gives notice of their presence to Management and that such access does not interfere with the performance by county employees of their duties or violate building use or authorized and enforced access policies.

#### **Section 5.4 Orientation**

The County will establish a regular time schedule for new employee orientation (NEO) and notify the Union president and Chief Steward and designated AFSCME presenters of such. The designated AFSCME presenters will be identified by the president and will communicate that to Human Resources. The Union will be allowed 30 minutes to present information to their bargaining unit members at the regularly scheduled Human Resources NEO meeting. ~~The Union will provide Human Resources with a current listing of members authorized by the Union to present the Union's new member orientation.~~ The Union will be responsible for confirming that members are scheduled for NEO before each session and the Employer will make a reasonable effort to provide the names and email addresses of new hires no later than one work day before the orientation.

The Parties understand that from time to time, new employees may be unable to attend regularly scheduled NEO and may not have participated in the Union's presentation. In these cases, the Union will schedule hold an individual orientation for the new employees with a designated AFSCME presenter for up to 30 minutes on paid time.

#### **Section 5.5. Bulletin Boards.**

The County agrees to provide bulletin boards for the Union's use in all County facilities where employees/members are based. These bulletin boards are to be used by the Union for posting Union related material of a non-controversial nature. The Union agrees to maintain all posted material on the bulletin boards in a neat and orderly fashion and promptly remove outdated information. The County retains ownership of the bulletin boards.

#### **Section 5.6 ADA and other Interactive Processes**

The Americans with Disabilities Act (ADA) is a federal civil rights statute in place to remove barriers that prevent qualified people with disabilities from enjoying the same employment opportunities available to people without disabilities. As the Employer and the Union are both committed to people receiving the accommodations they need to be a successful employee, at an employee's request, a steward may be present at the interactive meeting. This includes other interactive processes required by state or federal law.

Union Counter Proposal - Package 5, 7, 8, 9, 10, 11, 12, 13, 14

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## ARTICLE 7. HOURS OF WORK AND OVERTIME

### Section 7.1. Application of This Article.

This Article is intended only as a basis for calculating overtime payments and nothing in this agreement shall be construed as a guarantee of hours of work per day or per week. Where this agreement covers matters addressed in ORS 279.340 and 279.342, the County and the Union specifically waive application of those statutes.

### Section 7.2. Regular Hours.

Working hours for each employee shall be regular and consecutive except for meal periods.

### Section 7.3. Flex Schedules.

A flexible work schedule may be approved or required by the County when the County determines that it is in the best interest of the organization. To be in the best interest of the County, a flexible work schedule would improve, or at least maintain, the efficiency of the work group, enhance customer service, provide a distinct value to the community or fulfill some other organizational value. The County and the Union acknowledge that job requirements and working environments vary greatly and flexible schedules may not be appropriate in every work area. The approval of flexible work schedules will be at the sole discretion of the County.

- A. Employee-Requested Fixed Flex Schedule

Employee requests for fixed flex schedules (duration of more than two weeks, but no more than one year) will be considered by their supervisors and evaluated based on criteria that supports the goals listed above. Application for employee-requested flex schedules should be made to the employee's supervisor utilizing the Flex Schedule Request Form provided by the County. The application must show, at a minimum, that the following criteria can be met: will enhance the employee's work performance, sustain internal and external customer service levels and conform to regularly scheduled and/or seasonal departmental needs, meetings, and group projects. The final decision on the approval of employee-requested flex schedules shall be made by the Department Director.

Subsequent to the approval of a flex schedule, it shall be the responsibility of the employee to successfully maintain job performance and to adapt to changes in the workplace that impose demands on that schedule. Approved employee-request flex schedules can be revoked by the supervisor or the employee with 10 working days' notice.

B. County Required Flex Schedule

The County may require a flex schedule when it determines it is in its best interest.

When a flex schedule is required, the employee will be provided ten (10) working days' notice unless an emergency situation exists, in which case the schedule change may be immediate. The County shall declare all emergencies in writing, noting the beginning and the end of the emergency. If mutually agreed between the employee and the Department Director, the ten (10) working day notice period may be waived in non-emergency situations. A flex schedule is intended to accommodate the special needs of a department.

## Section 7.4. Normal Workweek.

Excluding meal periods, the normal workweek shall consist of forty (40) hours per week, not to be worked in excess of five (5) consecutive days with at least two (2) consecutive days off, or four (4) consecutive days with three (3) consecutive days off. Department Directors shall have the authority to initiate either five (5) day or four (4) day workweeks, consistent with priorities and efficiencies established by the County. The normal workweek shall begin at 12:00 A.M. Sunday and end on the following Saturday at 11:59 P.M.

## Section 7.5 9/80 Alternative (Flex) Schedule Workweek

When a full-time employee has been approved to work a 9/80 alternative work schedule, the work schedule shall consist of fourteen (14) calendar days consisting of any combination of seven (7) consecutive days consisting of four (4) nine (9) hour days and one eight (8) hour day and seven (7) consecutive days consisting of four (4) nine (9) hour days. The five (5) day work week will have two (2) consecutive days off and the four (4) day work week shall have three (3) consecutive days off. For purposes of this work schedule the one (1) eight (8) hour work day will be defined as the last four (4) hours of one work week and the first four (4) hours of the following work week to complete two (2) separate forty (40) hour work weeks.

(See also Article 8.3 Holiday Pay.)

## Section 7.6. Overtime Premium.

Except when a flex schedule is mutually agreed to under Section 7.3, an overtime-eligible (FLSA non-exempt) employee shall be paid or granted compensatory time off at the County's discretion at one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of forty (40) hours in any scheduled workweek. All hours under County paid status shall apply. Payments from non-County sources, including but not limited to workers' comp and long-term disability, shall not constitute salary paid by County.

Accrued compensatory hours shall not exceed eighty (80) hours. Compensatory accruals in excess of eighty (80) hours shall be paid in the period earned. Upon request of the employee, with the approval of the Department Head and based upon available funding and remaining balance of available time accrued in the employee's compensatory time bank, compensatory time may be cashed out at any time. Upon termination of employment, all compensatory time will be paid out to the employee.

Employees who have reached their maximum 80 hours of compensatory time can request a three (3) month extension of the maximum rate in order to take the leave rather than get paid out. Extensions to the maximum accrual, not to exceed 20 hours, may be approved by the Human Resources Director when requested in writing by the employee's Department Director. Exceptions may be approved a maximum of once each fiscal year.

It is the intent of the County that employees will not be required to work schedules that do not provide at least twelve (12) hours rest between shifts on an on-going or routine basis. The County pledges that the frequency of such occurrences will not exceed past practice, and will be discouraged whenever possible.

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## Section 7.7. Overtime Distribution.

Insofar as reasonable and possible, overtime work shall be distributed equally to employees within the same job classification in each department.

## Section 7.8. Work Schedules.

Excepting emergencies, normal work schedules shall not be changed unless ten (10) working days' notice is provided to the employee; however, if mutually agreed by the Department Director and the employee, the ten (10) working day notice period may be waived.

## Section 7.9. Standby Duty.

Employees on standby duty must be available to a telephone or other calling device at all times during a designated period. Employees on standby duty shall be responsible to perform assignments and respond to calls as may be required. Employees shall receive compensation of twelve (12) hours straight time for each seven (7) day period spent on standby duty, or prorated on a daily basis if the period of standby duty is less than seven (7) days. At the County's discretion, standby compensation may be in the form of a direct payment or added to the employee's compensatory accrual. Employees assigned to standby duty shall not be eligible for call-in pay pursuant to Section 7.13, but shall be paid for all hours worked. An Employee required to work standby on a holiday will receive an additional two (2) hours of straight time.

## Section 7.10. Remote Access – Standby

Upon prior authorization of a supervisor or manager, an off-duty employee who is asked to assist with a work situation via remote access will be compensated a minimum of one hour for time worked and actual time worked in excess of one hour.

## Section 7.11. Back-up to Community Health Center Triage Service

Physician Assistants (PAs) will participate in the weekly rotation providing back-up to the contracted vendor providing after hours triage service for the Health



Center.

PAs will be paid a minimum of \$50, or no less than the rate paid to other Benton County providers for the same work for serving as back-up to the triage service. The schedule will rotate weekly among designated employees determined by the Community Health Center Director.

Participation is required and not voluntary. PAs using their personal cell phones will be reimbursed per Benton County policy.

### Section 7.12. Mental Health Standby Duty.

~~Exempt~~ employees who volunteer for Mental Health Standby Duty must be available by telephone or other calling device at all times during a designated period. Initial scheduling for Mental Health Standby Duty is voluntary for all employees, however, bargaining unit employees, who meet the minimum clinical qualifications, shall be given preference. Qualified employees shall be provided the first opportunity to schedule their stand-by shifts every quarter. Qualified employees may sign up for shifts in twelve (12) hour increments. In the event there are not enough volunteers to meet the operational needs of the program, the Department reserves the right to assign standby duties. ~~Exempt~~ employees on standby duty shall be responsible to perform assignments and respond to calls as may be required.

After Hours Crisis ~~QMHP~~ Sign-up Procedure:

1. A minimum of 30 days before the start of a new quarter the crisis program manager or designee will send an email requesting ~~that to~~ staff send their preferred dates for working standby duty for the upcoming quarter to the program manager or designee. for 1st, 2nd, and 3rd preferences for upcoming quarterly scheduling. This will include any dates staff are not available and the number of shifts they are available to work each quarter if no specific preferences are identified. Staff may also volunteer for specific dates they prefer.

~~The email will also provide a copy of the most recent reverse seniority roster based on previous shift assignments.~~

2. The crisis program manager or designee will schedule the dates volunteered for by staff in the calendar. Any dates that more than one staff volunteer for will be assigned based on seniority.
3. ~~Open shifts will be discussed in a shared meeting with all covering~~

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~~staff. Staff and the crisis Program Manager will review the calendar and ask for additional volunteers for shifts that remain available. This will take place at the MH All Crisis meeting preceding the beginning of the quarter. In the case where this meeting is cancelled the Program Manager will schedule a meeting to review available shifts no less than 14 days before the end of the current quarter. An email will be sent asking for additional volunteers for shifts that remain open no less than 14 days before the end of the current quarter.-~~

4. Any ~~shifts~~ remaining open ~~shifts five days after the email referred to in subpart 3~~ will be offered to contractors for coverage. ~~The County may utilize contractors instead of employees for mental health standby duty if it determines it is financially necessary to do so.~~

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5. Shifts not covered ~~by volunteers or contractors~~ will be offered to all covering staff for a last opportunity to volunteer for shifts.

- ~~5-6.~~ Any open shifts not covered by contractors or volunteers will be assigned based on reverse seniority (least senior person gets first assignment). This will be kept as a rotating list for ongoing assignment past each quarter.

This list will be kept ~~in the Crisis program folder with the Crisis Calendar~~ at L:\Mh\After Hours Crisis\Crisis Calendar\Staff Seniority List.

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- ~~6-7.~~ If the assigned staff member calls out sick coverage will be offered for volunteers to all covering staff, then offered to contractors. Shifts with no volunteers will be assigned based on above identified rotating reverse seniority list.

~~B: Holiday coverage will be based on volunteers and will follow the above identified process for assignment when coverage is needed.~~

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~~Exempt Mental Health employees QMHPs~~ shall receive ninety-four (\$94.00) per day for standby duty during weekdays; one hundred forty-three (\$143.00) per day for holidays and weekends; pro-rated for partial day shifts. In addition, face to face interactions will be paid at a rate of one hundred fifty-one dollars (\$151) for each interaction. ~~QMHPs shall receive seventy-five percent (75%) of the QMHP rates listed above. Peers shall receive fifty percent (50%) of the QMHP rates listed above.~~ Mental Health employees assigned to standby duty shall not be eligible for call-in pay pursuant to Section 7.13 Exempt Mental Health Specialists eligible for Mental Health standby pay are not eligible for Personal Leave.

The employee may choose each pay period to be paid or may elect to have standby pay, or any portion thereof, reserved as relief time. Relief time may only be used for a workday or any portion thereof, following any standby duty. The reserved relief time may not exceed thirty (30) hours.

Employees may cash out their relief time in a December pay period of each year. In any event, the Department will cash out all outstanding relief time on the June 16th pay period of each year.

~~There shall be no less than 6 hours of rest between time worked, either for a regular shift or between Mobile Crisis Center face to face interactions. An employee who is called out to work during a standby shift shall have at least 6 hours rest between the end of a face to face interaction and their next regularly scheduled shift. In the event that a non-exempt employee works during their standby period that is within the 6 hours immediately preceding their next scheduled shift, the employee shall receive one (1) hour of Compensatory Time for each hour worked at their regular rate of pay within that period.~~

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Outside of a hospital or with Law Enforcement present, QMHA's and Peers will not be left alone.

### Section 7.13. Assertive Community Treatment Crisis Phone Standby Duty.

ACT Team members on coverage for the ACT Consult Crisis Phone Standby duty must be available to a telephone or other calling device at all times during a designated period. ACT Team members on ACT Consult Crisis Phone Standby duty shall be responsible to perform assignments and respond to calls as may be required. For each 24-hour shift, employees will be paid \$94.00 per day for standby duty during weekdays and \$143.00 per day for standby duty during weekends and holidays. Signups will be filled 3 months in advance, with priority given to QMHPs. Any dates for which more than one staff volunteer will be assigned based on seniority and unclaimed shifts will be assigned based on identified rotating reverse seniority. If the assigned ACT Team member calls out sick coverage will be offered for team member volunteers to cover the shift. Shifts with no volunteers will be assigned based on identified rotating reverse seniority list. Shift is identified as 24-hour shifts from 8:00 am to 8:00 am the individual covering the next shift must forward that ACT Consult Crisis Line at that time. Employees assigned to standby duty shall not be eligible for call-in pay pursuant to Section 7.14.

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### Section 7.143. Call-In Time.

Excepting Caretakers employed in the Natural Areas, Parks, and Events Department, employees called in to work outside their regularly scheduled shift shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times their regular rate of pay, or the actual time worked, whichever is greater.

Caretakers who are called in to work outside their regularly scheduled shift shall be paid a minimum of one (1) hour at one and one-half (1-1/2) times their regular rate of pay, or the actual time worked, whichever is greater.

Shift extensions do not qualify any employee for call-in-pay; however, shift extensions may qualify the employee for overtime payments pursuant to Section 7.6.

### Section 7.154. Rest Periods.

All work schedules shall provide each employee a fifteen (15) minute rest period during each one-half (1/2) of an eight (8) hour or a ten (10) hour shift. Rest periods shall be scheduled at the middle of each shift whenever possible. Employees who are authorized by their supervisors to work beyond their regular quitting time shall receive an additional fifteen (15) minute rest period before they begin the next succeeding shift. In addition, employees shall be granted regular rest periods during each additional shift as noted herein.

Rest periods that are not utilized during any shift shall not be considered for the purpose of determining overtime payments. Rest periods shall be scheduled in a manner, which will not interrupt the efficient operation of the department.

### Section 7.165. Meal Periods.

Employees shall receive a lunch period of at least one-half hour, and no more than one hour, during each work shift during which time employees are relieved from all duty during meal breaks. Whenever possible, lunch periods shall be scheduled at the middle of the shift. Length of meal periods shall be determined by and in accordance with existing routines in each department.

### Section 7.176. Unused Rest and Meal Time.

Rest and mealtime not utilized as provided in this Article may not accumulate for later use.

### Section 7.187. Clean Up Time.

When conditions of employment require, the Department Director may grant employees personal clean-up time, not to exceed fifteen (15) minutes, during their normal shift assignment. The Department Director shall designate all employees who are entitled to clean up time. Clean-up time will not be unreasonably denied.

### Section 7.189. FLSA Exempt Flex Time.

Fair Labor Standards Act exempt employees shall be allowed to flex their work schedules across pay periods subject to the operational needs of the Department. Any hours worked pursuant to Sections 7.8, 7.9 and 7.10 shall not be eligible for FLSA exempt flex time. FLSA exempt flex time is not compensable.

### ~~Section 7.19 Mobile Crisis Response – QMHA/Peer~~

#### ~~A. Shift Sign up Process-~~

~~Non-Exempt Employees who want to volunteer for standby shifts shall sign up for up to 3 shifts at a time, beginning with the highest seniority employee, until all the shifts are taken. Shifts can only be selected 2 months in advance. Shifts will be selected on the 15th of each month. Unless the 15 lands on a weekend. Then shifts will be selected on the Friday before that weekend containing the 15th. Signups will be open for 7 calendar days. Any shifts left over will be assigned in reverse seniority starting with the earliest available date through the end of the sign-up period.~~

#### ~~B. Compensation~~

~~QMHA's shall receive 75% of the rate of a QMHP when working together with a QMHP for each face to face interaction while on standby for the Mobile Crisis Center. Peers will receive 50% of the rate of a QMHP when working together with a QMHP for each face to face interaction while on standby for the Mobile Crisis Center. Rates are based in 7.20~~

~~Employees will receive direct payment as compensation for hours on Standby for Mobile Crisis Center response. Employees shall have the option to receive direct payment or Compensatory time for hours worked while on this Unit.~~

### **G. Vehicles and Mileage**

Employees shall be reimbursed at the IRS rate for all mileage traveled in a personal vehicle to and from a Crisis Response Location, when responding to a face to face Crisis Response or to a Hospital or other facility where a crisis is being responded to. Due to the often urgent nature of this work as well as the rural and sometimes hazardous driving conditions faced by these Crisis Response Teams, each member of the assigned team will use their own judgment about whether to use their own personal vehicle or a County vehicle for calls. This shall apply to both the QMHA and QMHP, unless they are riding together. In which case only the driver will qualify for mileage reimbursement.

### **D. Safety**

QMHA, QMHP, Peer Support or others do not work this Unit on their own and without a Team Member. That includes but is not limited to driving clients. It is, however, expected that QMHAs can handle paperwork on their own, as long as they are not working with a client at that time. QMHA's and Peer Supports shall not be left alone with a client.

As per Oregon OSHA, an employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger of death or serious harm to the employee. The Employer shall not discipline or discriminate against an employee for a good faith refusal to perform assigned tasks where the danger is one that a reasonable person under the circumstances would conclude is an imminent danger of death or serious harm.

The County shall provide employees on standby for Mobile Crisis Response with a written SOP (Standard Operating Procedure) for requesting Law Enforcement in dangerous, hazardous, or other situations that the employee deems necessary for a Law Enforcement response. The County will share this SOP (Standard Operating Procedure) with the appropriate Law Enforcement agency.

### **E. Rest Periods**

There shall be no less than 12 hours of rest between time worked, either for a regular shift or between Mobile Crisis Center face to face interactions. An employee who is called out to work during a standby shift shall have at least 12 hours rest between the end of a face to face interaction and their next regularly scheduled shift. In the event that a non-exempt

~~employee works during their standby period that is within the 12 hours immediately preceding their next scheduled shift, the employee shall receive one (1) hour of Compensatory Time for each hour worked at their regular rate of pay.~~

#### **F. Training**

~~The County shall provide employees on standby for Mobile Crisis Response with adequate safety training in self-defense and de-escalation and training specifically addressing the challenges and dangers of entering clients' homes during a crisis. The County shall provide employees with a hard copy list of supervisor contact information for the purpose of reporting dangerous situations.~~

### **Section 7.1920. Physician Assistants: Voluntary Extra Shifts.**

Full-time Physician Assistants who volunteer to work a shift on a regularly scheduled day off shall be paid at the rate of one and one-half (1 ½ ) times their regular rate of pay for work performed on such days. In the event a part-time Physician Assistant volunteers to work a shift that results in their exceeding a forty (40) hour work week, they will be paid at a rate of one and one-half (1 ½) times their regular rate of pay for the shift hours in excess of forty (40) hours.

#### **Section 7.21 Benton County 24 hour Crisis Center Re-Opener**

~~At least 180 days prior to the opening of the Benton County 24 hour Crisis Center, the County and AFSCME will engage in Interim Bargaining for 90 days to discuss all mandatory subjects related to the operation of said facility.~~

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Union Proposal Package – 5, 7, 8, 9, 10, 11, 12, 13, 14  
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## ARTICLE 8. HOLIDAYS

### Section 8.1. Holidays.

The following are recognized holidays:

1. New Years Day - January 1
2. Martin Luther King's Birthday on the third Monday in January
3. President's Day on the third Monday in February
4. Memorial Day on the last Monday in May
5. Juneteenth on June 19th
6. Independence Day on July 4
7. Labor Day on the first Monday in September
8. Veteran's Day on November 11
9. Thanksgiving Day on the fourth Thursday in November
10. Day after Thanksgiving
11. Christmas Day - December 25

Two floating holidays to be selected within the fiscal year by each employee with supervisor approval, except that no employee may utilize floating holidays during their probationary period. Floating holidays do not need to be used in full day increments. In addition to the above-approved holidays, any day declared or approved by the Board of Commissioners or the State of Oregon. ~~In the event the Board of Commissioners recognize and approve Juneteenth as a paid holiday, it~~ will be added to the current list of recognized holidays.

By mutual consent between the parties, newly declared holidays may be substituted for already approved holidays.

### Section 8.2. Holiday Date Modification.



The above noted holidays may be modified by mutual consent if they are inconsistent with state and/or federal actions subsequent to this agreement.

### **Section 8.3. Holiday Pay.**

~~All employees shall receive eight (8) hours of pay for each of the holidays listed in Section 8.1, provided that the employee is in paid status the last scheduled day before and the first scheduled day after the holiday. Employees may flex their schedules or use vacation hours, compensatory time, or floating holiday hours to insure a forty (40) hour work week; or for employees on approved 9/80 schedules, consistent with their regular schedule. Holiday pay shall be pro-rated for part-time employees based on their position's established FTE. Part-time employees may either flex their schedules or use accrued vacation or compensatory time in order to not increase or decrease the number of regularly scheduled work hours in a holiday week.~~

All employees shall receive one (1) day's pay for each of the holidays listed in Section 8.1, provided that the employee is on paid status on the last scheduled day before and the first scheduled day after the holiday. Full time employees shall receive their full regular pay without the use of accruals. Holiday pay shall be prorated for part-time employees based on their position's established FTE.

~~Full time employees working a 4 x 10 hour day work schedule as of July 1, 2013 will be grandparented in at 10 hour holiday pay for the duration of the 4 x 10 assignment.~~

Any day spent on County paid leave, including but not limited to sick leave and vacation leave shall be considered as a day worked pursuant to this Section. However, employees being paid by workers' comp or receiving long term disability payments shall not be considered as being paid by the County for purposes of this Section.

### **Section 8.4. Weekend Holidays.**

Whenever a holiday falls on a weekend or on an employee's scheduled day off, the holiday will be observed on the scheduled workday nearest the holiday within that workweek.

### **Section 8.5. Observed Holidays.**

Pursuant to this Section, designated holiday dates shall be published by Human Resources, which will send notice thereof to the Union and All County departments during the month of December.

### **Section 8.6. Holiday During Leave.**

An employee shall receive holiday pay if the holiday falls during any authorized period of County leave with pay. Should an employee be on authorized sick or vacation leave with pay when a holiday occurs, the employee shall receive holiday pay, and such holiday shall not be charged against their sick or vacation accrual. Payments received from non-County sources, including but not limited to Workers' comp and long term disability, shall disqualify the employee from receiving holiday pay pursuant to Section 8.3.

**Section 8.7. Holiday Work.**

Any member of the bargaining unit who is required to work on any of the holidays listed in Section 8.1 shall ~~have the option to~~ be paid or granted paid time off at the ~~Employee's~~ County's discretion as follows:

- A. In addition to their regular salary, time and one-half for all hours worked for the first 8 or 10 hours of holiday work, whichever is applicable to their regular work schedule.
- B. For all hours worked in excess of the first 8 or 10 hours of holiday work, in addition to their regular salary, double time for all hours worked. The intent of this language is to pay a total compensation for holiday work of two and one half times the regular rate of pay for the first 8 or 10 hours of holiday work, and a total of three times the regular rate of pay for all overtime work.
- C. Time off earned may be used on a date mutually agreed to by the employee and their supervisor. The County will make a reasonable effort to allow employees required to work holidays the option of using the paid time off as close to the holiday as possible. This Section shall apply when the employee is required to work on the day designated and observed as the holiday pursuant to Sections 8.4 and 8.5.

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## **ARTICLE 9. LEAVE DUE TO DISASTER OR ADVERSE WEATHER CONDITIONS**

### **Section 9.1. Leave Due to Disaster.**

In the event of a disaster (e.g., Act of God, earthquake, flood, tsunami, landslide, conflagration, air quality, civil unrest, war, power outage), which destroys or renders a County-occupied building unsafe or inaccessible, the employees who work in that building may be provided work at an alternate location, telework options or if no other work is available, released and their regular pay shall continue until the end of that working day. Thereafter, with prior supervisory approval, the employee may be allowed to continue telework or work at an alternative location or if no other work is available, may use authorized leave accruals until exhausted or until the employee is called back to work. If the employee has no leave accruals, all time off, excluding the day of the incident, shall be without pay.

### **Section 9.2. Travel and Delays During Adverse Weather Conditions.**

In the event of adverse weather conditions that may jeopardize an employee's ability to travel to or from work (e.g., Act of God, snow or freezing rain, flood, tsunami, conflagration, air quality), the employee may request telework or paid leave. If granted leave, the employee may use any of their leave accruals, including sick leave, to cover this leave. If the employee has no leave accruals, this leave shall be without pay. (This provision does not apply to emergency personnel). Employees are expected to follow their department call-in procedures.

When the County establishes a late opening, those employees working in the department or unit subject to the late opening and work is not available at an alternate location, no telework options are available, or if no other work is available, non-emergency personnel will report to work at the modified start time without loss of pay.

### **Section 9.3. Declared Emergency.**

If calamitous circumstances warrant, the Board of Commissioners may declare an emergency and close all or part of County operations. The Board's declaration shall be released to local media for

publication and all County employees may call a specified telephone number (541) 766-6058 for further information concerning whether or not to report to work, and such other information as may be appropriate. Information will be up-graded on a daily basis.

In the event of an office closure, the HR director or designee will directly contact the union president. In the event that the Board of Commissioners determine either all or part(s) of County operations are closed or a County occupied building is unsafe, during a work shift, regular ~~salaries/wages~~ shall continue until the end of that shift. Thereafter, those employees who are not required to report to work, in person or remotely, shall use their earned leave accruals, including sick leave, to cover all periods not worked until the Board rescinds the emergency declaration or County operations re-open. ~~In the event that an employee has no earned accruals, then all such periods shall be reported as leave without pay~~ be paid their regular wages for hours scheduled to work through the following work day, and not be required to utilize accruals. Thereafter, employees may use their earned leave accruals, including sick leave, to cover all periods not worked until the Board rescinds the emergency declaration or County operations re-open. ~~In the event that an employee has no earned accruals, then all such periods shall be reported as leave without pay.~~

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#### **Section 9.4. Emergency Personnel Defined.**

~~In the event of inclement weather, curtailment of County operations, office closure, or other emergency situations~~ an employee's location of work is closed due to inclement weather, Department Directors shall designate which employees are to continue to work as designated emergency personnel, using the following criteria:

- A. The Department Director shall designate as emergency personnel only those employees whose job assignments are reasonably related to preserving critical services, public order and public safety. Subject to 9.2, Public Works, Health Services, District Attorney, and Sheriff's Office employees may be considered emergency personnel and required to report to work in person. Employees in those Departments must check with their supervisor before leaving or observing a closure notification, unless the manager or supervisor already has an established notification process in place. The County retains discretion, based on the nature of any other emergency, to designate any other employee as essential. In the event employees outside the Departments listed above are designated emergency personnel, the supervisors of those employees will contact them informing of the need to remain or report to work, giving as much notice as practicable.
  
- B. Emergency personnel required to report to or remain at work in-person in the event of a closure as defined above will receive an additional premium of five percent (5%) of base hourly pay for all hours worked during a closure of county facilities. A list of all such employees will be forwarded to the payroll office as soon as possible following the designation of emergency status.

C. If the event is a FEMA reimbursable declared emergency event, and the County applies for reimbursement for overtime pay, then:

1. Exempt employees who work on the FEMA reimbursable event more than eight (8) hours in a day or forty (40) hours in a workweek will be eligible for overtime pay at the equivalent of one ~~and one half~~ times their straight time hourly rate of pay; and
2. Non-exempt workers shall be eligible for overtime pay for work in excess of eight (8) hours a day at the rate of one and one half times their regular rate of pay.
3. This provision does not apply to mutual aid.

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## **ARTICLE 10. VACATION LEAVE**

### **Section 10.1. Accrual.**

All regular full time employees shall accrue vacation leave as follows:

1st through 4 <sup>th</sup> <u>2nd</u> year	8 hours per month
<del>5<sup>th</sup>3rd</del> through 9 <sup>th</sup> <u>4th</u> year	<del>10</del> 9 hours per month
<u>5<sup>th</sup> through 6<sup>th</sup> year</u>	<u>10 hours per month</u>
<u>7<sup>th</sup> through 9<sup>th</sup> year</u>	<u>11 hours per month</u>
10 <sup>th</sup> through 14 <sup>th</sup> year	12 hours per month
15 <sup>th</sup> through 19 <sup>th</sup> year	14 hours per month
20 <sup>th</sup> through 24 <sup>th</sup> year	16 hours per month
25 years and over	18 hours per month

Following successful completion of their probationary period, full time regular employees shall be granted use of 48 hours of vacation leave and part time regular employees shall be granted vacation leave on a pro-rated basis, according to their position's established FTE.

### **Section 10.2. Scheduling.**

Whenever practical, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select split or full vacation leaves. The employee must request vacation leave in writing to their supervisor, allowing at least as much notice to the supervisor as leave being requested, but in no event less than one full day. The vacation will be considered granted unless the County makes a written denial within the aforementioned notice period. With mutual consent of the supervisor and the employee, the notice period may be waived.

Selection of vacation leave shall be on the basis of seniority, however each employee will be permitted to exercise their right of seniority only once in each fiscal year. Such exercise of seniority shall be limited to one vacation period in each fiscal year.

### **Section 10.3. Vacation Accrual.**

Vacation leave equivalent to the annual vacation accrued by the employee in the preceding fiscal year may be carried over for one (1) year. (i.e. the maximum vacation hours accumulated may not exceed twice the employee's annual accrual).

Every employee shall be granted reasonable opportunity to utilize their accrued vacation leave. Unreasonable denial by the County of an employee's request to use accrued vacation leave will not result in forfeiture of such leave.

The County will provide a current and accurate monthly accounting of accrued vacation leave on each employee's end of the month payroll check stub.

### **Section 10.4 Notice to Employees Nearing Maximum Accrual**

~~The County will continue to notify employees, until December 31, 2021, by email when the employee is within four (4) pay periods of reaching their maximum vacation accrual. In the event that a notice is not sent out by December 31, 2021, employees will be given additional time to use vacation accrued hours before losing them. Prior to December 31, 2021, the Union and the Employer will work together to ensure that all employees are instructed on how to track their own vacation accruals in the time entry system.~~

~~After December 31, 2021, e~~Employees who have reached their maximum accrual rate and are in jeopardy of losing additional vacation accruals can request a three-month extension of the maximum rate in order to take the leave rather than lose it. Extensions to the vacation maximum accrual may be approved by the Human Resources Director when requested in writing by the employee's Department Director. Exceptions may be approved a maximum of once each fiscal year.

### **Section 10.5. Termination or Death.**

Upon voluntary or involuntary termination of an employee, all accrued vacation leave shall be paid to the employee. On the death of an employee, all accrued vacation leave shall be paid to their estate.

### **Section 10.6. Continued Vacation Credit.**

In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn vacation credit for a maximum period of six (6) months (1040 hours). A part-time regular

employee's ability to earn vacation credit shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of approved workers' compensation and ~~approved~~ PLO, OFLA, FMLA leaves.

**Section 10.7. Vacation Cash-Out.**

Employees shall have the option of cashing out a maximum of forty (40) ~~eighty (80)~~ hours of accrued vacation leave when a minimum of eighty (80) hours of accrued vacation leave is taken off in the same fiscal year. Qualifying time off shall consist of either eighty (80) consecutive hours or two separate periods of forty (40) consecutive hours each. This eighty (80) consecutive hour requirement will be prorated for part time employees. If a scheduled vacation period includes a paid holiday, that holiday shall qualify as part of the required consecutive hours for the vacation cash-out.

Employees with ~~20~~15 years' service or more shall have the option of cashing out a maximum of forty (40) ~~eighty (80)~~ hours of accrued vacation when a minimum of forty (40) consecutive hours of vacation are taken off in the same a fiscal year. If a scheduled vacation period includes a paid holiday, that holiday shall qualify as part of the required consecutive hours for the vacation cash-out. This forty (40) consecutive hour requirement will be prorated for part time employees. Cash-out may be requested once during a fiscal year. Cash-out requests must be approved by Human Resources.



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## **ARTICLE 11. SICK LEAVE**

### Section 11.1. Accrual.

All full-time regular employees shall accrue paid sick leave at the rate of four (4) hours per semi-monthly pay period, ~~to be used in the event of illness (physical or mental) which may be for any purpose provided in ORS 653.616 or injury of the employee or a member of their immediate family.~~ Immediate family is defined as spouse, domestic partner, parent, biological child, adopted child, stepchild, foster child, domestic partner's child, adoptive parent, stepparent, foster parent, parent-in-law, domestic partner's parent, grandparent, grandchild, sibling, sibling-in-law, step sibling, or had an in loco parentis relationship, any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or other person living in the household. In relationships other than those set forth above, and under exceptional circumstances sick leave may be granted by the Department Director if requested by the employee. All part-time regular employees shall accrue paid sick leave on a pro-rated basis according to their established FTE.

Sick leave may accumulate to a maximum of 1260 hours. No employee may utilize sick leave before actually accruing such leave; however, new employees may use accrued sick leave during their probationary period. The County may, at its discretion, require verification of the usage of sick leave of more than three (3) days, or where an established pattern of sick leave usage suggests potential abuse, by requiring the employee to submit a physician's statement justifying their use of sick leave before payment of the sick leave is approved. Sick leave usage is limited to periods of illness (physical or mental) of the employee or member(s) of their immediate family as defined in this Section. Abuse of sick leave shall subject the employee to disciplinary action.

## Section 11.2. On-The-Job Accident.

Any employee who sustains an accident while on the job for the County which results in a compensable workers' compensation illness or injury, shall be covered under the County's workers' compensation program.

A decision on acceptability/compensability of a claim is normally made within the first 14 calendar days of an injury and if not, the insurance carrier is required to pay time-loss during the term of the investigation or until such time as compensability is determined. The County shall allow employees who file a workers' compensation claim to use sick, vacation or compensatory time during the first 14 calendar days of an alleged workers' compensation injury. Once the workers' compensation carrier either accepts the claim or commences payment of time-loss to the employee, the County will cease salary payments, chargeable to the above-mentioned leaves, until the employee returns to work. The County will restore the used leave where time-loss is paid. The employee may select one of the following options:

- A. The employee will rely on time-loss payments from the workers' compensation carrier for their compensation.
- B. Alternatively, if the employee chooses to use paid leave to equal the difference, only that portion of sick leave needed to make-up for the difference between the workers' compensation payments and the employee's regular paycheck will be permanently deducted from the employee's accruals when the employee turns their workers' compensation payments over to the County.

Donated hours may not be used for this purpose. Adjustments to leave balances will be made on the next pay check after the County has been notified of a time-loss payment. Until the injured employee notifies the county to the contrary, the County will start using leave balances in the following order: sick, compensatory time, vacation.

The computed hourly rate normally used for payroll computation purposes during any given payroll period shall be used for computing compensation chargeable to leave from the County under this section.

During the term of the workers' compensation claim, the County shall continue the enrollment of an employee under all normal insurance coverage to which the employee was otherwise entitled prior to any workers' compensation injury. If the employee works less than or equal to fifty percent of the scheduled hours for any pay period, the County will pay the employee's "co-pay" portion of any insurance premiums. If the employee works more than fifty percent of the scheduled hours, the employee will be responsible for paying the "co-pay" amounts. This continuation provision shall not extend for a period greater than that, which is specified in Rule 13.8.

For injuries which extend for partial pay periods, the County will make up for any premium co-payment which is not covered by the employee's normal payroll. For injuries, which extend beyond a pay period, the County will pay the full premium including any co-payment, which the employee was required to pay.

#### Section 11.3. Continued Sick Leave Credit.

In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn sick leave for a maximum period of six (6) months (1040 hours). A part-time regular employee's ability to earn sick leave shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of ~~workers' compensation, PLO, OFLA, and approved FMLA~~ protected leaves.

#### Section 11.4. Scope.

Employees may use sick leave for the treatment of a recognized mental health condition, illness or injury during which the employee is unable to adequately perform their normal work duties; or whenever as a result of the foregoing, it is necessary to seek medical, psychological or dental assistance; or if it is necessary for the employee to be quarantined. The County, at its discretion, may require the employee

to leave the workplace if it is reasonably believed that the employee's illness presents a risk to the health or safety of other employees. If the County requires the employee to leave work, sick leave accruals may be utilized if available. Sick leave may also be used in the case of an illness in the employee's immediate family, as defined in Section 11.1, provided that the employee states that it is medically necessary for ~~him/her~~ them to care for the immediate family member. Additionally, sick leave may be used for medical, mental, or dental appointments without relation to illness or injury. As used in this Section, the term medical includes all services provided as part of the healing arts by Medical Practitioners who are legally licensed to practice. Employees using sick leave for any reason must give reasonable notice to their supervisor.

#### Section 11.5. Retirement, Disability or Death.

Those employees hired before August 1, 1999, who at the time of retirement are fully qualified to receive Oregon Public Employees Retirement System (PERS) benefits, shall have the option to receive payment of up to three-fourths (3/4) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of ORS 238.350.

Employees hired on or after August 1, 1999, shall have the option to receive payment for all accumulated sick leave above 520 hours in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of ORS 238.350.

In case of an employee's death or permanent disability, the employee or their designated beneficiary shall receive full payment for all accrued sick leave.

#### Section 11.6. Unused Sick Leave Conversion.

At the completion of each fiscal year, each employee who maintains the following minimum sick leave banks may convert sick leave above the bank into vacation leave.

Sick leave accumulations above 260 hours may be converted to vacation leave at a rate of two (2) hours of sick leave to one (1) hour of vacation; and sick leave accumulations above 520 hours may be converted to vacation leave at the rate of one (1) hours of sick leave to one (1) hour of vacation. This shall be done as follows:

1. Part-time employees shall be eligible to participate in the above conversion utilizing minimum sick leave banks established on a pro-rated basis according to their established FTE.
  
2. Requests for sick leave conversion must be submitted to Payroll by the last day of the first full work week in August.
  
3. Sick leave conversion options shall not apply to any employee who is terminated or discharged for cause.

#### Section 11.7. Sick Leave Donations.

This section provides a method for employees to transfer or donate some of their accrued sick leave and/or vacation leave to a fellow employee who is out of sick leave and is temporarily off work due to a catastrophic or chronic illness, hospitalization, operation or accident. Leave may also be donated for an employee off work and out of sick leave in order to care for an immediate family member, defined in Section 11.1, who meets the medical conditions defined

above. In order for one employee (donor) to transfer leave to another employee (donee), the following conditions must be met:

1. The donated leave may only be used for a catastrophic or chronic illness, hospitalization, operation or accident.
2. The donee must have exhausted all sick, compensatory and all but 40 hours of vacation leave prior to requesting donations.
3. Once the donee satisfies the ninety (90) day elimination period for Long Term Disability, requests for sick leave donations will not be granted; however, employees who filed a claim within the first sixty (60) days of the elimination period will be eligible for sick leave donations while claim is pending. Donations will be processed until first disability payment is mailed or issued.
4. Donor must maintain a minimum bank of ~~160~~80 hours sick leave to donate sick leave hours and 80 hours vacation leave to donate vacation leave (prorated by FTE) that is not eligible for transfer.
5. Sick leave hours cannot be transferred upon donor's termination of employment.
6. Donee requests for leave donations must be approved by the Human Resources Director. Only donee or Department Director is eligible to request leave donations. Requests must be accompanied by acceptable medical documentation. Upon approval, donation requests will be made by the Human Resources Director to County employees. All information regarding specific details of the medical emergency and/or donee's name shall be confidential unless release of information is authorized by the donee.
7. Donated leave will be used on a first-in, first-used basis. Any donated sick leave that is not utilized by donee to meet their leave needs related to the specific donated leave request, will be returned to the donor.

8. The County will continue to pay the employer's share of the medical and dental premiums while an employee is receiving long-term disability and is employed by the County.

9. Upon presentation of proper medical authorization of ability to return to work, any employee who is terminated from employment while on long term disability will be given recall rights for eighteen (18) months following termination.

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## **ARTICLE 12. OTHER LEAVES OF ABSENCE**

### **Section 12.1. Leave Procedure.**

Employees may request leaves of absence. Each request shall be judged by the Department Director on its individual merit and on the basis of the guidelines provided herein.

No leave of absence, with or without pay, shall be granted unless a request is submitted in writing by the employee to their Department Director. Approval of leaves of absence shall be obtained prior to beginning the leave. All paid leaves shall be considered time worked. Leaves of absence without pay shall not be considered time worked, and the employee shall not accrue benefits, seniority, or other conditions noted herein during leaves without pay.

### **Section 12.2 Leave of Absence Without Pay.**

Department Heads, for any reasonable purpose, shall grant a leave of absence without pay for a period not to exceed 90 calendar days. Leaves of absence without pay for period in excess of 90 calendar days, shall be submitted in writing to the Department Director, and at their discretion, may be approved. Prior to beginning a leave of absence without pay, the employee must first exhaust all vacation and compensatory accruals, except for employees who are requesting leave for Union activities. Union activity leave shall not exceed ninety (90) days, and shall be verified in writing by the Union in advance of the activity. Leaves of absence without pay may not be granted on a recurring annual basis. Probationary employees may be granted a leave of absence without pay subject to the operational needs of the department.

### **Section 12.3. Family and Medical Leave.**

Employees may request up to twelve (12) weeks (480 hours prorated) of leave during any 12-month period for the purpose of caring for a child following birth, adoption, or foster care; for a spouse or domestic partner, son, daughter, parent, or parent-in-law who has serious health

conditions; or for a serious condition that renders the employee unable to perform their job. The employee may choose to utilize this leave on an incremental (hourly) or full-time basis, and may further, choose to coordinate this leave with an accepted Workers' Compensation claim.

Requests for this leave shall be made in writing to the Department Director and forwarded to Human Resources. The Human Resource Director may ask for verification of need for leave request.

To be eligible for family and medical leave, an employee must have completed their initial probationary period.

The employee shall be required to utilize accrued leave balances, including vacation leave, sick leave, compensatory leave, and personal leave before utilizing unpaid leave. For duration of this leave, the employee's health, dental, life, and disability insurance coverage shall continue provided that the employee continues to pay the co-payment of premiums that existed prior to the commencement of this leave.

Any eligible employee who takes family or medical leave must be returned to the same position held prior to the leave or an equivalent position.

Employees who have exhausted family medical leave limits may refer to Section 12.2. Leave of Absence Without Pay.

#### **Section 12.4. Bereavement Leave.**

Employees shall be granted not more than three (3) days leave of absence with pay in the event of death in their immediate family to make household adjustments and to attend funeral services. In the event of a family death occurring more than two hundred (200) miles from the employee's home, an additional two (2) days paid leave shall be granted. Bereavement leave shall not be charged to any other leave accruals. An employee's immediate family shall be defined as spouse, domestic partner, parents, children, siblings, grandparents, grandchildren, parents-in-law, domestic partner's parent, children or siblings, siblings-in-law, step parents, son-in-law, daughter-in-law, or other member of the household. In relationships other than those set forth above, and under exceptional circumstances, the Department Director may approve bereavement leave.

In some situations, employees may be eligible for additional Bereavement Leave under the Oregon Family Leave Act (OFLA). In these cases, qualifying County-paid Bereavement Leave and OFLA Bereavement leave run concurrently and count against the employee's OFLA entitlement.

#### **Section 12.5. Witness or Jury Duty.**

When an employee is called for jury duty, or is subpoenaed as a witness as a result of official business for the county, they shall continue to receive their regular salary and shall transfer all compensation received for the performance of such duty to the County. Jury and subpoena fees are to be submitted to the Finance Department. Overnight or weekend expenses compensated because of jury duty or as a subpoenaed witness, as well as statutory mileage fees provided for



the use of the employee's private vehicle, shall be retained by the employee. Failure to comply with this Section shall be cause for disciplinary action.

#### **Section 12.6. Military.**

An employee of the County who is a member of the National Guard or a reserve component of the armed forces for the United States shall be entitled to a leave of absence with pay and without impairment of other rights or benefits for a period not to exceed ~~fifteen~~ twenty-one (~~15~~21) calendar days per year. Leaves in excess of ~~fifteen~~ twenty-one (~~15~~21) calendar days per year shall be considered leave without pay. Military leaves of absence and reinstatement of employment shall conform to applicable state statutes.

#### **Section 12.7 Union Leave.**

Upon request of the Union, the Employer may grant leave with pay for no more than two (2) Union representatives, stewards, or other Union appointees from the bargaining unit to attend Union training programs not to exceed thirty (30) calendar days in a calendar year. Granting the leave will depend upon operational needs and available staffing. The Union will submit the request to the supervisor and Human Resources Director at least thirty (30) calendar days prior to the leave, unless otherwise agreed. The employee released under this Section shall receive full retirement credit for the entire duration of the release time. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the employee on leave with pay during the period of absence. The Union will reimburse the Employer each month for the previous month, upon receipt of an itemized summary of the costs to be charged to the Union. For purposes of this provision, "fully burdened costs of the position" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary.

#### **Section 12.8. Seniority During Leave.**

Any employee granted a leave of absence pursuant to this Article shall maintain their existing seniority. During workers' compensation disability, military leave and unpaid union activity leave, employees will continue to accrue seniority.

#### **Section 12.9. Short Term Leave of Absence without Pay for Reduction in Work Load.**

This section provides for employees to voluntarily accept leave without pay for short duration to address reduction in workload or funding as determined by the Department Director.

Such leave without pay will not result in reduction in medical, dental benefits, sick leave or vacation accruals, holiday pay or seniority.

Leave without pay will not exceed a reduction of 10% of the employees regular FTE within a fiscal year.

The Department Director or employee may terminate short term leave arrangements with a 10 working day notice. The provisions of this section will apply to the employee's regular schedule.

Section 12.10 Oregon Paid Leave

- a) The County will pay the employer portion of the Oregon Paid Family Medical Leave insurance (PFMLI).
- b) Upon request, an employee shall be allowed to utilize their accrued leave (of their own choice), while receiving PLO benefits, regardless of whether the leave also qualifies for coverage under OFLA. Employees may use donated vacation and sick leave to supplement PLO in order to maintain their regular pay but not surpass it.
- c) Upon request, an employee may utilize their own accrued leave (of their choice) or donated leave to ensure they maintain their regular rate of pay pending the Employment Department's processing of their claim for PLO benefits, unless it is expected that the employee will be made whole for the pending/waiting period.

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### ARTICLE 13. WAGES AND SALARIES

#### Section 13.1. The Total Compensation Package.

This contract represents a Total Compensation Package including adjustments in PERS, Long Term Disability, sick leave donation and conversion programs, retiree benefit programs, medical and dental insurance costs, and cost of living adjustments (COLA).

#### Section 13.2. Wages.

~~C. AFSCME salary ranges are comprised of eight (8) merit steps. The effective date for movement to the steps:~~

~~▲ Effective July 1, 2021, any employee who has been at Step 6 for more than 1 year will move to Step 7 of the new salary schedule in place of their anniversary step increase.~~

~~▲ July 1, 2022, employees who had been at Step 6 for more than two years as of July 1, 2021 will move to Step 8 in place of their anniversary step increase.~~

~~▲ All other employees will be eligible for step increases on their anniversary dates as normal per section 13.3.~~

1. Effective July 1, 202~~1~~<sup>4</sup>:

A one-time, flat rate of \$2,500 is paid to each AFSCME member who has been employed with Benton County since July 1, 2022, to make up for the difference in pay not received due to high ECI adjustments received by non-reps from July 2022 and July 2023. Employees who were hired after that date will have their amount prorated to the number of months they have been with the county. (Example: Someone hired on January 1, 2023, would receive 18 months, prorated at \$2500 x 18 months = \$1,875)

2. Effective July 1, 202~~2~~<sup>4</sup>:

Adjustments will be made to each band as follows:

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a. A BAND

- a. A11, step 1, will start with a minimum wage of \$18.00 an hour.
- b. Adjust A11 to A12 and A12 to A13 by keeping the current ratio between subgrades as in the current salary schedule.
- c. Increase steps to 9 to progress on each employee's anniversary annually with a spread of 29%.
- d. Employees will move to the next highest step equal to or greater than 4.4% closest to current pay and receive the next step on the scale on their anniversary.

b. B Band

- a. B21, step 1, will start with a minimum wage of \$23.59 an hour.
- b. Adjust all B Bands by keeping the current ratio between subgrades as in the current salary schedule.
- c. For B21, B22, B23, B21MA, B22MA2, B23MA, B22MAEN, B22MEC, and B23MEC increase steps to 9 to progress on each employee's anniversary annually with a spread of 33%.
- d. For B24, B25, B24MA, B24MEC, and B25MEC, increase steps to 9 to progress on each employee's anniversary annually with a spread of 36%.
- e. Employees will move to the next highest step equal to or greater than 4.4% closest to current pay and receive the next step on the scale on their anniversary.

c. C Band

- a. Bands and Subgrades C41, C42, C43, and C45 will reflect the same step, spread, and amounts as reflected on the non-represented salary schedule that was effective January 1, 2024.
- b. Adjustments to other subgrades C42MA, C43MA, and C45MA will be adjusted by keeping the current ratio between subgrades as in the current salary schedule.
- c. Adjustments to C4premB will be adjusted to match the non-represented salary schedule that was effective January 1, 2024, by averaging C4premA and C4prem B.
- d. All C Bands, except C4premB, will increase steps to 9 to progress on each employee's anniversary annually with a spread of 36%.
- e. C4premB will increase steps to 9 to progress on each employee's anniversary annually with a spread of 38%.
- f. Employees will move to the next highest step equal to or greater than 4.4% closest to current pay and receive the next step on the scale on their anniversary.

3. Effective August 1, 2024

- Pay equity will be calculated for any position at step 8 on June 30, 2024, that was not advanced due to being at the top of their pay with the others done in March 2024.

4. Effective July 1, 2025:

- A five percent (5.0%) adjustment or the actual ECI index, whichever is greater, for the twelve-month period ending June 30, 2025, will be applied to both the AFSCME salary schedule and individual pay. The index category will be the All Civilian, which includes state, local, nonprofit, and private sectors.
- Retention Pay will be applied as defined in Section 13.5

**Section 13.3. Merit Increases.**

Upon successful completion of the regular six (6) month probationary period, employees shall receive a step increase from their initial hire step to the next step in their position's salary range. In situations where a reduced probationary period is served or a probationary period is extended, upon successful completion of the probationary period the employee will receive a step increase from their initial hire step to the next step in their position's salary range. Thereafter, employees will become eligible for an additional step in their position's salary range on the anniversary of their appointment to the position.

Merit increases shall be based on satisfactory service. This step increase will be granted, and subsequent step increases will be granted annually until the employee reaches the top step of their position's salary range, unless work performance is evaluated as unsatisfactory. For purposes of annual step increases, the anniversary date of appointment for each employee shall be adjusted to the first day of the month in which they were hired or promoted.

If an employee's work performance is deemed to be unsatisfactory, at least ninety (90) days prior to an employee's step date, the supervisor shall counsel the employee. The supervisor and employee will develop a work plan, which will contain objective standards that the employee must meet over the next ninety (90) days in order to bring their performance to a satisfactory level. The work plan will specify regular meetings between the employee and supervisor to monitor progress. If the employee's performance becomes satisfactory within ninety (90) days, they will be granted the merit increase. If the employee's work performance remains unsatisfactory, the County may deny the employee a merit increase.

Section 13.4 Pay Equity

All AFSCME employees will have a salary review for Pay Equity and will be trued up simultaneously with Non-Represented employees and not less than every 3 years. The union will be notified of all employees affected.

**Section 13.5 Retention Pay**

Effective July 1, 2025, employees whose original hire date and accumulated years worked equal ten (10) years or more shall receive an increase to their base pay equal to the percentage outlined in the table below. Once they have earned the number of years as outlined in the table below: R-1 (10 years), R-2 (15 years), and R-3 (20 years), the percentage increase will be added to their base rate of pay starting on the 1st of the same month earned. These payments are in addition to and on top of COLA and Step Increases. This pay is not considered when determining an employee's step level or equity pay.

**RETENTION PAY – ALL BANDS:**

R1 (10 years)	R2 (15 years)	R3 (20 years)
3%	6%	9%

For example, when an employee reaches 10 years (R1) of service from their original date of hire, they will get a 3% increase on top of their normal base rate of pay, no matter what step they are on until they reach 15 years of service, then they will move to the next level (R2), receiving a 6% increase on top of their normal base rate of pay. It will replace the 3% they were receiving, and the intent is not to add the 3% from 10 years and 6% together as it is included in the 6%. Then, once they have earned 20 years (R3), they will move to 9% on top of the normal base rate of pay.

Effective July 1, 2025 employees will be placed on the appropriate new retention tier based on years of service. As an example, an employee who has worked for 15 years as of July 1, 2025 will be placed on Tier R2 and will advance to Tier R3 on their 20th anniversary.

**Section 13.6 Overpayments and Payments in Violation of Contract**

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor once the overpayment is discovered.

- A. Unauthorized Overpayments: Any employee who receives payments to which they are

not entitled, including but not limited to premium pay, shift differential, overtime pay, step increases, or any other salary, wage, or reimbursement which is not authorized by this contract or County Personnel Rules, and which the employee knew or reasonably should have known they were not entitled to receive, shall reimburse the County for the full amount of the overpayment.

- B. Payments in Error: When an employee receives payments due to a clerical, technical, or computer error, or if the county fails to deduct for authorized deductions or deductions that are required by law through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for and the County shall only recover the overpayment for a period of one-hundred and eighty (180) days preceding the date of discovery of the error.
- C. Repayment to the County: As soon as the overpayment is known, the County will recover overpayments as specified in subsections A or B above, by payroll deduction or by separate check/cash as chosen by the employee. Repayments over time are subject to approval by the County's Chief Financial Officer.
- D. Repayment to the Employee: When an error occurs, which results in a negative impact on the employee, upon notification by the employee, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

E. Specifically for insurance premium contributions only: Individual employees shall be responsible for paying their portion of the insurance premium through payroll deduction. As necessary, the County is hereby authorized to advance such sum(s) for the express purpose of premium payment to the insurance providers and then make automatic retroactive payroll deductions from the earnings of any and all covered employees for reimbursement to the County for such advances. Those specific retroactive payroll deductions will only occur on paychecks issued within sixty (60) days of the advance (with the employee's portion of the premium amount evenly split between two (2) paychecks). If the amounts are not deducted as specified, the County is then responsible for the amounts and there will be no reimbursement from the employee. If an employee does not have sufficient wages in their paycheck to have their portion of the insurance premium deducted as required, the employee will arrange for payment of that amount to the County by means other than payroll deduction (at the employee's choice) consistent with the repayment amounts and periods listed in this Article.

#### **Section 13.7 Telework Agreements**

- A. The County encourages the use of telework in situations where it will be to the mutual benefit of employees, the County, and the public. The County maintains P-307 regarding telework and with the exceptions described below, that County policy shall control the terms related to teleworking.

B. — Each telework assignment should be reviewed for costs and benefits, such as the nature of the job, equipment requirements, and expected results. The telework assignment should not create additional costs, risk, or hardship to the County. As such, all employees approved for telework shall be prepared to work from home when scheduled to do so.

In the event of a curtailment or closure of operations, employees on previously agreed-to hybrid and routine telework schedules, can be directed to telework regardless of whether it was a date they were originally scheduled to be onsite. Such changes will not be considered a change in "work location" and are therefore excluded from any additional compensation and notice provisions. Notwithstanding this provision, the County understands that employees may have extenuating circumstances such as power or internet outages at home or an imminent evacuation order that precludes them from being able to telework from home. In such situations, the County will treat the employee the same as an employee not on a routine or hybrid telework agreement including direct an employee to work at an open facility in the event of a partial closure or curtailment or alternatively, with supervisor approval, employees may use leave accruals instead of working at another location.

C. — The employee's supervisor will provide a written response to an employee's written request for a telework agreement, including the reason(s) for a denial, within a reasonable period of time. If an employee's telework agreement is rescinded, the supervisor will provide a written explanation including the reasons why the agreement is being rescinded.

D. — A telework assignment may be denied or rescinded due to business needs and/or performance issues. Prior to rescinding a telework assignment due to performance, the employee must have been given prior notice and opportunity to correct said performance issue.

E. — Denials and rescissions of telework agreements may be appealed to the Department Director.  
The approval of telework agreements shall be at the Director's sole discretion.

F. — Denials, rescissions, or reductions of a requested or current telework agreement will be subject to the grievance procedure listed in Article 22 of this agreement.

#### Section 13.8. Pay Periods.



Paydays for all employees shall be twice a month. Paydays shall be on the last day of the month and on the fifteenth (15<sup>th</sup>) of each month. If the last day of the month or the 15<sup>th</sup> should fall on a weekend or holiday, payday will be on the last working day prior. All payroll deductions shall be spread equitably between the two checks.

#### **Section 13.9. License and Certification Pay.**

As provided in Section 23.5, the Labor Management Advisory Committee may make recommendations to the Board of Commissioners and AFSCME for compensation for licenses and certification that are not required in a position description.

Employees who are directed to attend job-related training and/or education programs, shall have necessary costs and travel expenses paid for by the County and shall not experience any loss of pay or require the usage of any accrued leave.

Employees who hold a certificate, license, or other such documents that are required for their position shall have any fees, dues, trainings, and any other related cost to the maintenance of the certificate, license, or document paid for or reimbursed by the County.

Employees who hold a certificate, license, or other such document that is not required for their position and the County directs employees to specifically utilize those certifications shall be paid a differential of 5% above their base pay.

#### **Section 13.10 Bilingual Pay**

~~Effective upon ratification,~~ Bilingual Skills Differential applies to employees who regularly use bilingual skills to perform assigned duties. "Bilingual skills" means translation to and from English, interpretation of another language or the use of sign language. To be eligible for the differential, the employee's supervisor must first assign the interpretation and translation duties. The supervisor documents the assignment in the employee's position description. The differential is 5 percent of base pay. Bilingual pay shall begin be effective at the beginning of the next pay period, following the successful passing of skills testing.

#### **Section 13.11 Working Out of Classification/Lead Work**

- A. An employee assigned the major duties and responsibilities of a higher classification shall receive compensation at step 1 of the higher classification, or a 5% increase in their base compensation, whichever is greater, provided such assignment is designated by the supervisor or manager in writing, and providing that the assignment is planned to extend, or actually extends, for more than three (3) continuous working days. In no case, however, will work out of class (WOC) pay be more than the top step of the higher classification. The County will not rotate these assignments for the purpose of avoiding work out of class pay. If the employee is assigned lead work, and that lead work is not

among the major duties and responsibilities of a higher classification within the employee's band, the employee shall receive a 5% increase in their base compensation.

This Section shall not apply to an employee working in a job-related training program that has been mutually agreed to by the County and the employee.

#### **Section 13.12 Acting in Capacity (AIC)**

Temporary appointment to a position in a higher level classification by the department director.

Bargaining unit employees assigned to a higher level position with management duties will not hire, discipline, terminate, or approve a personnel action.

Employees appointed to AIC for a minimum of three days will receive placement on a step in the higher classification that represents at least a 5% increase in regular pay rate starting on day one (1) of the assignment and continuing until the assignment is complete.

#### **Section 13.13 Job Assignment Outside of the Bargaining Unit**

Employees may be offered a temporary professional development opportunity for work outside of the bargaining unit for a fixed period of time, not to exceed one year. During this time, the employee will:

- retain their right to seniority and total hours of service accrued.
- accrue seniority hours during the period of supervisory assignment.
- retain rights to their former position.
- maintain all bargaining unit benefits such as retirement, health savings, etc.
- continue step progression in the regular appointed position.
- be assigned or have the opportunity to enroll in a county-approved training course to gain additional supervisory or other experience that would ordinarily help satisfy the minimum qualifications for the work which the employee is doing. The cost of the training course will be paid by the county. This training course may be considered as part of a County Career Development Plan as outlined in Article 21.16
- receive credit for supervisory assignment towards fulfilling minimum qualifications, where applicable.

At the end of the fixed period of the job assignment, the employee may be offered the opportunity to continue with the job assignment for up to one additional year, provided that the employee has enrolled or will enroll in the county-approved training course. This extension must be approved by the department director. All other provisos of this article will continue to apply during the job extension.

To end a temporary assignment the employee or manager will give a written notice of 10 working days.

The County and the Union agree that employees working out of class in supervisory positions make meaningful recommendations to management related to hiring, performance evaluations, discipline, and discharge, without being in conflict with articles 13.8 and 13.9 or ORS 243.650. The Union will continue to provide fair representation to members both AIC and otherwise in grievance and discipline. Further, the parties are committed to supporting the success of members working out of class by problem-solving workplace issues collaboratively and at the lowest level.

**Section 13.14. Short Term Reassignments Out of Classification.**

To avoid reducing hours or a short term layoff, an employee may volunteer to be temporarily reassigned outside the duties of their classification without loss of wages or hours. The employee may return to their original job assignment when hours are restored or temporary assignment is no longer available.

**Section 13.15. ~~Heavy Specialty~~ Equipment Operators.**

A Road Maintenance Worker assigned the major duties and responsibilities of operating specialized equipment to construction and/or application specifications shall receive compensation at step 1 of the next higher classification, or a five percent (5%) increase in their current salary, whichever is greater, provided such assignment is approved by the employee's supervisor in advance. ~~This compensation will be paid in each payroll period for actual hours worked on heavy equipment.~~ Heavy equipment operation is recognized for the purposes of this section as:

- ~~1. Road grader~~ 1. Chip spreader
- ~~2. Chip spreader~~ 2. Paint striper
- ~~3. Paint striper~~ 3. Computerized Herbicide Sprayer
- ~~4. Dozer~~
- ~~5. Excavator (Rubber Tire or Track)~~
- ~~6. Computerized Herbicide Sprayer~~
- ~~7. Track Loader~~
- ~~8.~~ 4. Paving Machine
- ~~9.~~ 5. Distributor
- ~~10.~~ 6. Bridge Truck

A heavy equipment operator acting in capacity of a Working Foreman – Road, shall receive one additional increase as described above provided such assignment is approved by the employee's supervisor in advance. In no case shall a heavy equipment operator acting in capacity of a Working Foreman – Road, receive greater than ten percent (10%) of their current salary. The pay increase is effective every day of the temporary assignment. For purposes of this section acting in the capacity of a Working Foreman-Road shall mean performance of the primary duties of that position with respect to planning, implementing, coordinating, and accountability for a job that requires oversight of a substantial crew. Examples include chip sealing, major bridge repair, and asphalt placement with a paving machine or other activities as determined by the employee's supervisor.

This Section shall not apply to an employee working in a job-related training program that has been mutually agreed to by the County and the employee.

#### **Section 13.16 Tool Replacement.**

**[The Union is making a counter proposal in this section based on the new fleet tool purchase plan as described by management during our bargaining process. If during or after bargaining the County reverts back to a system where employees have to provide their own tools, the Union will demand to bargain.]**

A.

Through June 30, 2025, Employees regularly assigned to perform the duties of a fleet mechanic in the Maintenance and Operations classification series must supply their own tools and equipment unless required tools or equipment are unique to the County's work requirements. ~~A list of basic tools will be provided to new Fleet Mechanics upon hire.~~ Personal tools or equipment shall be in good repair at the time of employment or when this Agreement becomes effective. The County will provide any specialty tools or equipment, ~~tools over one half (1/2) inch in diameter and a toolbox for each fleet mechanic.~~ The County shall provide a tool and equipment allowance to the employees in the amount of ~~one thousand five hundred dollars six hundred and fifty dollars (\$1, 500650)~~ per fiscal year. This amount shall be paid in the first pay period of each fiscal year. Mechanics appointed to their position mid-year shall be paid a prorated tool allowance amount. ~~All consumables (drill bits, abrasives etcetera) used by mechanics for the Fleet Mechanics' tools will be replaced by the County. The County will ensure that all tools it provides for use by Fleet Mechanics are maintained in a safe condition, replaced when necessary to ensure safety and updated when necessary. Fleet Mechanics will be allowed reasonable time on their scheduled shift to clean and maintain their personal equipment they use for County Fleet work and will be allowed this time without a negative impact on their performance evaluation.~~

~~The County assumes no responsibility whatsoever for the use of personal tools, unless the County specifically authorizes their use in writing shall insure each toolbox for the amount of eighty thousand dollars (\$80,000). Personal tools specifically authorized by the County will be listed on an approved inventory list and shall be replaced if reported to law enforcement as stolen.~~

B.

Beginning July 1, 2025, the provisions in 13.14.A expire and are null and void, and the County will provide all tools and equipment for Fleet Mechanics. Fleet Mechanics may use their personally owned tools in performance of job duties only if the County specifically authorizes the use of such tools in writing. Personal tools specifically authorized by the County will be listed on an approved inventory list and shall be replaced if reported to law enforcement as stolen.

The respective technician assigned to each toolbox will not be held financially responsible for the replacement of lost/missing tools.

Union Proposal Package – 5, 7, 8, 9, 10, 11, 12, 13, 14  
AFSCME Local 2064  
9/30/24

## **ARTICLE 14. HEALTH AND WELFARE**

### **Section 14.1. Medical/Vision/Dental.**

Subject to the provisions of this Article, the County shall provide and maintain medical insurance, which includes vision insurance coverage and dental insurance coverage. These plans will be substantially equivalent to those in effect for each employee and their family as of the effective date of this contract. If a substantially equivalent plan is not available, as determined by mutual agreement of the parties, then the issue shall be referred to the Benefits & Wellness Committee. The Committee shall make a recommendation to the Union and the County for ratification. In addition, the County and Union agree to a re-opener of section 14.1 if State or National health care legislation makes major changes to the economics of healthcare. The Benefit and Wellness Committee will monitor these trends and determine if a re-opener is necessary. The Benefit and Wellness committee will make this decision by consensus and the issue will be given back to the negotiating teams.

The County shall provide a preferred provider dental plan that is substantially equivalent to the plans in effect for each employee and their family as of the effective date of this contract.

#### Preferred Provider

The County will pay eighty-five percent (85%) and the employee will pay fifteen percent (15%) of the Preferred Provider medical plan premium and the preferred provider dental plan premium. Part-time employee's insurance costs will be prorated by FTE with no employee paying more than thirty percent (30%) of the premium.

#### Consumer Driven High Deductible Plan (CDHDP)

The County shall also provide a consumer driven high deductible plan option with a health savings account (HSA). The County shall contribute ~~eight hundred one thousand, six hundred~~ dollars (~~\$801,600~~) of the deductible for an individual, and ~~one~~~~three~~ thousand, ~~four~~~~two~~ hundred dollars (~~\$1,403,200~~) of the deductible for an employee and family to an employee's Health Savings Account (HSA) or Health Reimbursement Account (HRA/VEBA) based on the eligibility requirements determined by the IRS. In the event that the deductible by the IRS changes, the contribution will be changed to match the new amount. For ~~2024-2024~~2024-2024, the County will pay the monthly premium for full-time employees not to exceed the monthly premium for the Preferred Provider Plan. Monthly premiums will be prorated for part-time employees as noted above.

#### **Section 14.2. Life Insurance.**

The County agrees to provide term life insurance coverage in the amount of \$50,000 per employee, plus an accidental death and dismemberment rider in the amount of \$100,000.00.

#### **Section 14.3. Long Term Disability Insurance.**

The County agrees to provide long term disability insurance coverage to members of the bargaining unit, with a maximum monthly benefit of 66.67% of actual salary. Eligibility for benefit payments shall be subject to rules established by the vendor. As an example, such rules normally include a ninety (90) day elimination period and coordination of other income sources in determining the maximum monthly benefit.

Employees with a potential eligibility for long term disability should file a claim within the first sixty (60) days of qualifying absence. (See article 11.7 regarding eligibility for sick leave donations.)

#### **Section 14.4. Dependent Medical Insurance Continuation.**

Dependent(s) of a regular Benton County employee who dies during the term of their employment may continue under the County's medical and dental plans for the term authorized under the Federal Consolidated Omnibus Budget Reconciliation Act of 1989 (COBRA). If the dependent(s) choose to continue under the County's medical/dental plans under COBRA regulations, the County will pay the first six months premium costs for the plans. Thereafter, the dependents shall be required to pay the premium as required by COBRA.

#### **Section 14.5. Retirement Health and Dental Insurance.**

The County shall provide funds for the purchase of medical insurance and access to dental insurance to qualified retirees as follows:

Regular status employees who have been continuously employed at Benton County since on or before July 1, 1996 shall be eligible to make a one time only choice, no later than 90 days from

the execution of this agreement, to continue in the Premium Reimbursement benefit program described in Section 14.5 or to change to the Retirement Health Savings Plan. Regular part-time employees who work at least .5 FTE (20 hours or more per week) shall be eligible for pro-rated benefits according to their position's established FTE, provided that the part-time employee pays the difference.

1. On the day of retirement, the retiree must have completed a minimum of fifteen (15) continuous years of employment with Benton County.
2. On the day of retirement, the retiree must be fully eligible for and either receiving or have applied for retirement benefits from the Public Employee Retirement System (PERS).
3. Coverage shall be limited to the employee and spouse, beginning on the date of retirement and continuing until they are Medicare eligible but not more than seven (7) years. However, coverage shall be for the employee only if the retiree meets all the other qualifying criteria in this section and opts for early retirement as defined by the rules and regulations of PERS.
3. The County's share of insurance premiums shall be fixed according to premium rates, which are current on the day of retirement. In order to qualify for this benefit, the retiree must secure medical insurance from outside the County's existing medical plan (i.e. Portability, PERS, etc.). The County will reimburse retirees for their payment of outside insurance, up to set limits as set forth in Section 14.5(6) upon submission of proof of payment for medical insurance. Premium increases occurring during retirement shall be the responsibility of the retiree.
4. The County's share of the dental insurance premium shall be fixed according to dental premium rates, which are current on the day of retirement. This payment shall be used for coverage under the Current County dental plan according to limits set forth in No. 6. Dental premium increases occurring during retirement shall be the responsibility of the retiree. Failure to pay required dental premiums on time shall result in canceling dental insurance coverage. Reinstatement, if possible, shall follow established Finance Department and vendor rules.
5. The County shall pay insurance premiums according to years of service as follows:

15 through 19 years	25% of premium cost
20 through 24 years	50% of premium cost
25 through 29 years of service	75% of premium cost
30 or more years of service	100% of premium cost



6. The Finance Department shall administer this program and shall establish dates when premiums shall be paid and when reimbursements will be made.

**Section 14.6. Retirement Health Savings Plan.**

Employees who did not elect the Premium Reimbursement benefit under 14.5 or were hired after July 1, 1996, shall be eligible to receive Retirement Health Savings Plan (RHSP) benefits. The County shall make semi-monthly deposits in the RHSP for each eligible employee according to the following schedule based on years of completed continuous service (starting with the beginning of the 4th year of service):

Months of Completed Service	Amount per Pay Period	Annualized Amount
36 - 59	\$21	\$504
60 - 119	\$42	\$1008
120 - 179	\$63	\$1512
180 - 227	\$84	\$2016
228 and above	\$105	\$2520

**Section 14.7. Deferred Compensation Plan.**

The County will make available to bargaining unit members an approved deferred compensation plan(s). Eligibility for membership and regulations governing participating will follow all IRS regulations and all appropriate state and federal statutes.

The County will contribute one and one-half percent (1.5%) of an eligible employee's base pay into the employee's designated account. Employees are deemed eligible after six (6) months of continuous, active status in a regular position. The employee must be enrolled in a County plan to receive the County's contribution.

**Section 14.8. Health and Welfare Proration.**

Part-time employee's insurance costs will be prorated by FTE with no employee paying more than thirty percent (30%) of the premium.

Union Counter Proposal

AFSCME Local 2064

9/4/24

## **ARTICLE 18. SAFETY**

### **Section 18.1. Safety Rules Generally.**

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 who, in good faith and for good cause, reports the existence of an unsafe condition or practice to management, OSHA, the Union or other agency.

Employees shall comply with all County-wide and departmental safety rules that are in force and effect on the date of the signing of this agreement, or may thereafter become effective during the term of this agreement. Employees shall report all unsafe acts or conditions to their supervisors when such acts or conditions occur and the County will decide if the employee should continue with that assignment. The County shall inform all members of the bargaining unit of all of the safety rules and procedures that apply to their positions.

### **Section 18.2. Immediate Safety Concerns**

No employee shall be expected to operate any equipment or to perform any work assignment that would cause imminent or immediate danger to themselves or the public, and would reasonably be considered to be unsafe by a normally prudent person. Employees shall report all unsafe acts or conditions to their supervisors when such acts or conditions occur and the County will decide if the employee should continue with that assignment. If substantiated by the County, the unsafe condition shall be remedied. Nothing shall prevent the employee from reporting the immediate safety concern to the appropriate safety agency.

The County will continue to offer safety training during new employee orientation and provide annual emergency response and personal safety training to employees. The County

will provide all drills, trainings, and activities as defined in the applicable Emergency Action Plan ("EAP"). The County will have an EAP in place for each facility and provide drills, trainings, and activities as defined in the applicable EAP as required by OSHA laws and regulations, including and will additionally provide fire drills, fire extinguisher training, active shooter, or situational awareness training, and earthquake awareness training or drills.

**Section 18.3. Uniforms and Protective Clothing.**

If an employee is required by the County to wear a uniform, protective clothing, or protective device, it shall be provided to the employee by the County, however, such uniform, protective clothing, or device shall remain the property of the County. If special shoes, work boots, glasses, or other equipment is required by the County, the County shall pay the additional cost appropriate to such equipment, and the Department Director shall determine this cost. The County retains the right to pre-approve purchases and to designate vendors.

**Section 18.4. Safety Committee**

The County will maintain a Safety Advisory Committee that will meet as needed, but no less than quarterly, to provide input for developing a comprehensive, County-wide safety program that verifies individual building safety committees' compliance with OSHA, to address safety concerns that continue without resolution, and verifies that all safety trainings have been occurring as defined in Section 18.2.. At least ~~one~~ two employee representative from the Union will be appointed by AFSCME Local 2064 to serve on the Safety Advisory Committee. The County shall also maintain 3 years of minutes for each of the Safety Committees accessible to any Union member for review.

Union Proposal – Package 11, 12, 13, 14, 25  
AFSCME Local 2064  
6/4/24

**ARTICLE 25. TERM OF AGREEMENT**

This agreement covers the period of July 1, 202~~4~~4 through June 30, 202~~4~~6. This agreement shall be effective as of the date of execution but in no event before July 1, 202~~4~~4, and shall remain in full force and effect until June 30, 202~~4~~6.

**STATE OF OREGON, EMPLOYMENT RELATIONS BOARD COST SUMMARY FORM**

For ERB Use Only  
Case No. ME-016-24  
Date Filed 10/4/24

**Projected Increase/Decrease in Each Year**  
(add or shade unused columns as needed)

Proposal Description including Article or Section Numbers	Current Cost	Year 1	Year 2	Year 3	Total Projected Increase / Decrease	Explain calculations. List all factors and assumptions used in calculating costs for each year. Attach additional sheet if necessary.
Section 13.2.1 Wages - One Time Flat rate \$2,500 and prorated for employees hired after July 1, 2022 till June 30, 2024	\$ -	\$ 712,395.83	\$ -	N/A	\$ 712,395.83	244 Employees @ \$2,500 = \$610,000 and 96 Employees prorated = \$104,896 based on Original Hire Date.
Section 13.2. 2 & 4 Wages Yr 1 (4.4% increase and then move to closest step, add'l step on anniversary) Yr 2 - 5% and move to next step on anniversary)	\$ 22,405,576.55	\$ 1,985,863.55	\$ 1,773,016.17	N/A	\$ 3,758,879.72	See Spreadsheet and detail for calculations (Wage only, benefit cost not provided by employer)
Section 13.3 Wages Effective Aug 1, 2024 Pay Equity for employees at step 8 on June 30, 2024 that didn't get it. (Approximately 120 Employees)				N/A	\$ -	Unable to estimate due to county not releasing matrix to see how many would qualify of the 120.
Section 13.5 Retention Pay Eff 7/1/25 - 3% at 10 Years, 6% at 15 Years, 9% at 20 Years.	\$ -	0	\$ 402,868.25	N/A	\$ 402,868.25	30 Employees @ 3%, 22 Employees @ 6%, 28 Employees @ 9%. See Detail and Spreadsheet for more details.
Section 13.16 Tool Replacement - Additional allowance of \$1,500 instead of \$650	\$ 5,850.00	\$ 7,650.00	\$ 7,650.00	N/A	\$ 15,300.00	9 Employees - Current \$650.00 Proposed \$1500 annually = difference of \$850.00. (9 Employees X 650 = \$7,650.00
Section 14.1 Medical/Vision/Dental (Change HSA Contribution Single from \$800 to \$1,200 and Family from \$1,400 to \$3200)	\$ 249,200.00	359,200.00	359,200.00	N/A	\$ 718,400.00	Calculated 97 Employees Single by difference of \$400 for Single equals \$38,800 and 178 Family by difference of \$1,800 equals \$320,400
Section 8.1 Holidays and Section 8.3 Holiday Pay and Section 10.1 Accrual						No Cost Associated with these items as it adds no additional dollars to the budget.
Section 13.9 License and Certification Pay						Unable to estimate due to difference in practice among departments. Some already pay for it and others do not.
<b>TOTAL (for each column)</b>	<b>22,680,626.55</b>	<b>3,065,109.38</b>	<b>2,542,734.42</b>	<b>-</b>	<b>\$ 5,607,843.80</b>	

**Additional Explanation on Calculations for AFSCME Local 2064 (Benton County)**

AFSCME Q2 2024 Full Employee Report received by county on 7/2/24 from Marce Land  
 Benefit cost are not included due to not being included in this report and shared with AFSCME during bargaining  
 (339 Employees as of June 30, 2024) Total Wages 22,405,576.55

**1. Section 13.2.1 Wages - One Time Flat rate \$2,500 and prorated for employees hired after July 1, 2022 till June 30, 2024**  
 A. \$2,500 to each member who was employed since July 1, 2022 Total Cost \$ 712,395.83  
 243 Employees @ \$2,500 \$ 607,500.00

B. \$2,500 prorated if hired after July 1, 2022

Hire Date	# of Months	Percentage	Eligible Amount
06/17/2024	1	0.04166667	104.166667
06/17/2024	1	0.04166667	104.166667
09/29/2023	9	0.375	937.5
06/03/2024	1	0.04166667	104.166667
05/21/2024	1	0.04166667	104.166667
05/20/2024	1	0.04166667	104.166667
05/20/2024	1	0.04166667	104.166667
05/17/2024	1	0.04166667	104.166667
05/06/2024	1	0.04166667	104.166667
05/01/2024	1	0.04166667	104.166667
05/01/2024	1	0.04166667	104.166667
05/01/2024	1	0.04166667	104.166667
04/15/2024	2	0.08333333	208.333333
04/08/2024	2	0.08333333	208.333333
04/01/2024	2	0.08333333	208.333333
04/01/2024	2	0.08333333	208.333333
03/18/2024	3	0.125	312.5
03/18/2024	3	0.125	312.5
03/01/2024	3	0.125	312.5
02/20/2024	4	0.16666667	416.666667
02/20/2024	4	0.16666667	416.666667
02/01/2024	4	0.16666667	416.666667
01/02/2024	5	0.20833333	520.833333

01/02/2024	5	0.208333333	520.8333333
01/02/2024	5	0.208333333	520.8333333
01/02/2024	5	0.208333333	520.8333333
01/02/2024	5	0.208333333	520.8333333
11/17/2023	7	0.291666667	729.1666667
11/01/2023	7	0.291666667	729.1666667
11/01/2023	7	0.291666667	729.1666667
10/30/2023	8	0.333333333	833.3333333
10/25/2023	8	0.333333333	833.3333333
10/17/2023	8	0.333333333	833.3333333
10/17/2023	8	0.333333333	833.3333333
10/09/2023	8	0.333333333	833.3333333
10/03/2023	8	0.333333333	833.3333333
10/02/2023	8	0.333333333	833.3333333
10/02/2023	8	0.333333333	833.3333333
09/18/2023	9	0.375	937.5
09/18/2023	9	0.375	937.5
09/18/2023	9	0.375	937.5
09/18/2023	9	0.375	937.5
09/11/2023	9	0.375	937.5
09/01/2023	9	0.375	937.5
09/01/2023	9	0.375	937.5
09/01/2023	9	0.375	937.5
08/28/2023	10	0.416666667	1041.6666667
08/17/2023	10	0.416666667	1041.6666667
08/17/2023	10	0.416666667	1041.6666667
08/17/2023	10	0.416666667	1041.6666667
08/14/2023	10	0.416666667	1041.6666667
08/14/2023	10	0.416666667	1041.6666667
08/09/2023	10	0.416666667	1041.6666667
08/01/2023	10	0.416666667	1041.6666667
08/01/2023	10	0.416666667	1041.6666667
07/17/2023	11	0.458333333	1145.8333333
07/17/2023	11	0.458333333	1145.8333333

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07/17/2023	11	0.458333333	1145.833333
07/10/2023	11	0.458333333	1145.833333
07/10/2023	11	0.458333333	1145.833333
06/26/2023	12	0.5	1250
06/06/2023	12	0.5	1250
12/19/2022	18	0.75	1875
06/01/2023	12	0.5	1250
06/01/2023	12	0.5	1250
09/17/2023	13	0.541666667	1354.166667
05/01/2023	13	0.541666667	1354.166667
04/17/2023	14	0.583333333	1458.333333
03/17/2023	15	0.625	1562.5
02/27/2023	16	0.666666667	1666.666667
02/22/2023	16	0.666666667	1666.666667
02/21/2023	16	0.666666667	1666.666667
01/17/2023	17	0.708333333	1770.833333
12/16/2022	18	0.75	1875
12/08/2022	18	0.75	1875
11/28/2022	19	0.791666667	1979.166667
11/17/2022	19	0.791666667	1979.166667
11/17/2022	19	0.791666667	1979.166667
11/17/2022	19	0.791666667	1979.166667
11/17/2022	19	0.791666667	1979.166667
10/27/2022	20	0.833333333	2083.333333
10/17/2022	20	0.833333333	2083.333333
10/17/2022	20	0.833333333	2083.333333
09/28/2022	21	0.875	2187.5
09/19/2022	21	0.875	2187.5
09/15/2022	21	0.875	2187.5
09/12/2022	21	0.875	2187.5
09/01/2022	21	0.875	2187.5
09/01/2022	21	0.875	2187.5
08/15/2022	22	0.916666667	2291.666667
08/15/2022	22	0.916666667	2291.666667
08/01/2022	22	0.916666667	2291.666667
08/01/2022	22	0.916666667	2291.666667

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07/01/2022 23 0.958333333 2395.833333  
 \_\_\_\_\_  
 104,895.83

**2. Section 13.2. 2 Wages Yr 1 (4.4% increase and then move to closest step, add'l step on anniversary) Yr 2 - 5% and move to next step on anniversary)**

A. Effective July 1, 2024 4.4% COLA increase

340 Employees \$22,405,576.55 Total Wages @ 4.4%

B. Effective July 1, 2024 Move to Closest Step after 4.4% applied

\* Calculation was first based on the average % inbetween steps 1-9 based on # of employees, divided by 2 for an average, then applied by band/spread  
 New Wage Amount (22,405,576.55 + 985,845.37 =) \$ 23,391,421.96

	Move to closest step (1-9)	AVERAGE/2	AVERAGE
25 EMPLOYEES	A BAND 29% (AVG 3.63%)	1.82%	3.63%
153 EMPLOYEES	B BAND 33% (AVG 4.13%)	2.07%	4.13%
16 EMPLOYEES	B BAND 36% (AVG 4.5%)	2.25%	4.50%
141 EMPLOYEES	C BAND 36% (AVG 4.5%)	2.25%	4.50%
4 EMPLOYEES	C BAND 38% (AVG 4.75%)	2.38%	4.75%

Average Moving to Next Closest Step

C. On their Anniversary each employee will move to the next step (Total dollars and divide by 2 for average) 484,111.87 See spreadsheet

\* Calculation was based on current annual wage plus 4.4% plus move to next step and then the total was multiplied by the Average move between bands as noted in B above, it was then divided by 2 as an average because some will get the increase sooner than others. Increase could be for anywhere from 1-12 months.  
 Average Next Anniversary step between July 1, 2024 through June 30, 2025 \$ 515,906.31 See spreadsheet

**3. Section 13.2. 4 Wages Yr 2 - 5% and move to next step on anniversary (339 Employees as of June 30, 2025)**

A. ECI OR 5% Increase (Total Wages \$24,391,440.10 x 5% =)

B. On their Anniversary each employee will move to the next step (Total dollars and divide by 2 for average)

\* Calculation was based on start of Wage 2 annual wage plus 5.0% and then the total was multiplied by the Average move between bands as noted in 2B above. It was then divided by 2 as an average because some will get the increase sooner than others. Increase could be for anywhere from 1-12 months.  
 Average next Anniversary step between July 1, 2025 through June 30, 2025 \$ 553,444.16 See spreadsheet

**4. Section 13.5 Retention Pay Effective July 1, 2025**

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10 Years - 3% (2,494,228.34 x 3%)	7/1/2014 (30 Employees)	74,826.85
15 Years - 6.0% (1,814,102.54 x 6%)	7/1/2009 (22 Employees)	108,846.15
20 Years - 9% (2,435,502.78 x 9%)	7/1/2004 (28 Employees)	219,195.25
	<b>Total Cost</b>	<b>402,868.25</b>

**5. Section 13.16 Tool Replacement**  
 9 Employees in Motor Pool

Current	\$650
Proposed	\$1,500
Difference	\$850
<b>Cost</b>	<b>\$ 7,650.00</b>
	<b>Total Cost \$ 7,650.00</b>

**6. Section 14.1 Medical/Vision/Dental High Deductible**

	Current	Proposed	Difference
Single	\$ 800.00	1,200.00	400.00
Family	\$ 1,400.00	3,200.00	1,800.00
		97 Single @ \$400.00	\$ 38,800.00
		178 Family @ \$1,800	\$ 320,400.00
		<b>Total Cost</b>	<b>\$ 359,200.00</b>