



Evelyn Minor-Lawrence  
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING  
2051 Kaen Road | Oregon City, OR 97045

December 15, 2022

Board of County Commissioners  
Clackamas County

**Ratification of the 2021-2024 Labor Agreement with AFSCME- Department of Transportation and Development & Business and Community Services for represented employees. Total value is \$88,174,607. Funding is through State and Federal funds, fees and fines and other budgeted funds such as County General Funds.**

<b>Purpose/Outcome</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$88,174,607 for the life of the contract. \$4,782,696 is a result of changes in the bargaining agreement from the previous agreement.
<b>Funding Source</b>	Funded through State and Federal funds, fees and fines and other budgeted funds such as County General Funds.
<b>Duration</b>	July 1, 2021 – June 30, 2024
<b>Previous Board Action/Review</b>	Executive Session: December 8, 2022 Business Meeting: December 8, 2022
<b>Strategic Plan Alignment</b>	This item aligns with Human Resource’s Strategic Business Plan goals and the County’s Performance Clackamas goals by building trust through good government.
<b>Counsel Review</b>	December 1, 2022 by Stephen Madkour, County Counsel.
<b>Procurement Review</b>	(Please check yes or no for procurement review. If the answer is “no,” please provide an explanation.) 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Item is a collective bargaining agreement with a union.
<b>Contact Person</b>	Eric Sarha – Deputy Director, Human Resources
<b>Contract No.</b>	NA

**BACKGROUND:** Clackamas County and AFSCME Department of Transportation and Development & Business and Community Services entered into bargaining for a new contract on June 10, 2021. The County and AFSCME-DTD/BCS held seven (7) traditional bargaining sessions and two (2) mediation sessions. On March 15, 2022 the County and AFSCME-DTD/BCS reached full tentative agreement on a new two (2) year contract. On July 19, 2022, AFSCME-DTD/BCS filed an unfair labor practice complaint with the Employment Relations Board against Clackamas County related to the tentative agreement reached on March 15, 2022. On October 5, 2022, the Employment Relations Board ruled in AFSCME-DTD’s favor, therefore on November 29, 2022 Staff presented the two year successor contract for the Board’s review. The Board did not vote in favor of a two year successor contract,

therefore on December 7, 2022 AFSCME-DTD agreed to present the County's Last, Best, Final Offer to its members for vote. Staff is presenting the 2021-2024 proposed agreement for the Board's review.

The cost of wages, benefits, and significant contract changes are outlined below:

### **Cost of Living Adjustment (COLA)**

- For fiscal year 2021-2022, 1.8% effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2021 to the first full pay period after the effective date of ratification. (Year One total cost of base wages: \$23,418,141).
- For fiscal year 2022-2023, employees shall receive a 4.5% cost of living increase based on the percentage increase in the 2021 U.S. Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor (with a minimum of 0% and maximum of 4.5%). In lieu of retroactive pay, employees employed by the County as of the date of ratification shall receive a lump sum payment equal to 4.5% of the employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2022 to the first pay period after the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of the ratification. (Year Two total cost of base wages: \$24,470,738).
- Effective July 1, 2023, employees shall receive a cost of living increase equal to the percentage increase in the 2022 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor with a minimum of 0% and maximum of 4.5%. **In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year.** Negotiations are to start no later than February 1, 2023. (Year Three total cost of base wages projected on 4.5%: \$25,570,701).

**Total Cost of Base Wages for Life of Contract: \$73,459,581**

### **Standby Pay**

While on standby assignment employees shall be compensated at a rate equivalent to:

Change from 1 hour to 2 hours of straight time for each weekday.

Change from 2 hours to 2.5 hours of straight time for each weekend day.

**Projected total cost for Life of Contract: \$531,107**

### **Emergency Shift Pay**

An employee designated to work an emergency shift shall be paid their regular hourly rate plus \$2.00 (change from \$1.75). Unpredictable fiscal impact.

**Remote Work Due to Building Closures**

Non-essential employees who have the ability to work remotely shall do so during times the County building is closed. Unpredictable fiscal impact.

**Equity, Diversity and Inclusion (EDI)**

New Article adding EDI topics to existing Labor/Management Committee meetings and approved EDI events and training may occur on County paid time. Unpredictable fiscal impact.

**Employer Paid Health and Welfare Benefits**

Status quo, no additions or changes.

**Projected Total Cost for Life of Contract: \$14,183,919**

**Term of Agreement**

3 year contract, set to expire June 30, 2024.

**RECOMMENDATION:** Staff recommends the Board approve the attached contract Between Clackamas County and AFSCME-DTD/BCS, and authorizes the Chair to sign on behalf of the County.

Respectfully submitted,

Evelyn Minor-Lawrence, IPMA-CS  
Director of Human Resources

**ARTICLE 31 - TERM OF AGREEMENT**

1. This Agreement shall become effective as of the 1<sup>st</sup> day of July, 2021 or upon full ratification by both the Union and the County, whichever occurs last, and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2024 or the date of signing of a subsequent agreement whichever last occurs. It shall be automatically renewed on July 1, 2024 and each year thereafter unless either party shall notify the other in writing no later than March 1<sup>st</sup> that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than May 1.
2. This Agreement may be amended at any time by mutual agreement of the Union and County; such amendments shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE UNION:**

**FOR THE COUNTY:**

\_\_\_\_\_  
Dillon Hagaman  
President AFSCME-DTD/BCS

\_\_\_\_\_  
Chair Tootie Smith  
Board of County Commissioners

\_\_\_\_\_  
Rob Sadowsky  
Bargaining Team Member

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Andrea Hall  
Bargaining Team Member

\_\_\_\_\_  
Eric Sarha  
Bargaining Team Member

\_\_\_\_\_  
Ross Kiely  
AFSCME Council Representative

\_\_\_\_\_  
Dan Johnson  
Bargaining Team Member

\_\_\_\_\_  
Mike Bezner  
Bargaining Team Member

\_\_\_\_\_  
Cheryl Bell  
Bargaining Team Member

\_\_\_\_\_  
Sherryl Childers  
Bargaining Team Member

\_\_\_\_\_  
Adam Collier  
Chief Negotiator

**2021 - 2024  
AGREEMENT  
Between**



**CLACKAMAS  
C O U N T Y**

**And  
CLACKAMAS COUNTY, OREGON  
PUBLIC EMPLOYEES  
DTD/BCS CHAPTER OF  
LOCAL NO. 350-0, AFSCME, AFL-CIO**

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**A G R E E M E N T**

**Between**

**CLACKAMAS COUNTY, OREGON**

**and**

**CLACKAMAS COUNTY, OREGON, PUBLIC EMPLOYEES'**

**DTD/BCS CHAPTER OF**

**LOCAL #350-0, AFSCME, AFL-CIO**

**July 1, 2021 through June 30, 2024**

**PREAMBLE**

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and Local #350-0, affiliated with Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. Both parties recognize a preeminent mutual objective of providing efficient, high quality public service for the citizens of Clackamas County.

The parties agree as follows:

## ARTICLE 1 – DEFINITIONS

**1. EMERGENCY.**

An unforeseen circumstance or a combination of circumstances which, in the opinion of the County, calls for immediate action.

**2. SUPERVISORY EMPLOYEE.**

As defined in Oregon Revised Statute 243.650.

**3. CONFIDENTIAL EMPLOYEE.**

As defined in Oregon Revised Statute 243.650.

**4. REGULAR EMPLOYEE.**

Any employee who has a position in the classified service in accordance with the rules governing regular appointments and who has successfully completed their probationary period.

**5. REGULAR PART-TIME EMPLOYEE.**

Any regular employee who works less than full time but works 20 or more hours per week.

**6. TEMPORARY EMPLOYEE.**

Any non-regular employee appointed to a position of six (6) months duration or less. At the time of hire of any temporary employee, the County shall notify the Union of the temporary employee and the employee's beginning and ending dates of employment.

However, any temporary employee, other than a seasonal employee as defined in Section 7 below, who works greater than half time in excess of six (6) continuous months or six (6) months total in any twelve (12) month period, shall be recognized by the Union and the County as an employee with certain rights. Those rights are as set forth in this paragraph only. These rights are as follows: Accrued vacation pursuant to Article 10 (Vacation Leave), Section 2 and sick leave pursuant to Article 9 (Sick Leave), Section 1. The provisions of this definition may be amended by mutual agreement of both parties.

**7. SEASONAL EMPLOYEE.**

Any employee specifically hired to perform common labor outdoors which can be done only during periods of favorable weather. Seasonal employees work only during the period of March 1st through December 31st of any calendar year, unless otherwise mutually agreed to by the County and the Union. At the time of hire of any seasonal employee, the Union shall be notified.

**8. EXEMPT EMPLOYEE.**

Any employee working less than half time.

**9. LIMITED TERM EMPLOYEE.**

Any employee appointed to a position designated by mutual agreement between the County and the Union as a "limited term" position. Limited term appointments shall

not exceed three years. Limited term employees are covered by all provisions of this bargaining agreement except Article 19 (Seniority) and Article 21 (Layoff). At the time of hire of any limited term employee, the County shall notify the Union of the limited term employee and the employee's beginning and ending dates of employment.

**10. SHOP STEWARDS.**

Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union. The County shall recognize only employees designated as stewards, AFSCME officers, and the AFSCME Service Representative as official representatives in the administration of this agreement. Said list shall be updated as necessary.

## **ARTICLE 2 - RECOGNITION**

The County recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Local 350-0 represented employees of the County Department of Transportation and Development and Business and Community Services except temporary employees, seasonal employees, exempt employees and employees who, because of their supervisory or confidential status, do not have statutory bargaining rights.

### **ARTICLE 3 - PRESERVATION OF PUBLIC RIGHTS**

The Union recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full and complete right to manage and to direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.
2. The determination of the County's financial, budgetary and account procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the sections or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.
4. The right in times of financial exigency to lay off or reduce the work week with corresponding wage reduction, or furlough employees without pay after giving the Union at least 15 working days' notice of the intended action. The reduction in work week or furloughing of employees shall not result in a loss of insurance benefits provided under Article 12 (Health and Welfare) or sick and vacation leave accrual.
5. Vacation, sick leave, or compensatory time off may not be used outside a reduced work week or during a furlough period. The County shall be required to dismiss or not schedule any temporary employee performing similar type work prior to furloughing any regular, provisional or probationary employee.

The County, in exercise of the above-mentioned functions, will not discriminate against any employee because of their membership in the Union.

## ARTICLE 4 – UNION RIGHTS

### 1. UNION ORIENTATION.

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one thirty (30) minute meeting on County paid time in total per month to orient all new Union members. One Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and County location with the least impact on business. Attendance by the employees is voluntary and it is the Union's responsibility to notify the new employee of the meeting time and place.

### 2. UNION OFFICIAL TIME.

Union Officials and Union Stewards may investigate and process grievances during working hours within reasonable limits without loss of pay.

### 3. BULLETIN BOARDS.

The County agrees to furnish and maintain a suitable bulletin board in common areas of facilities where bargaining unit employees are based to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The County shall make a good faith effort to post all available County job openings on or before the opening date. The bulletin board shall be official place for such postings. The "Clackamas County Job Opportunities (CCJO)" email traditionally delivered on Thursdays will serve as a proper means of notice under this Article.

All job opening will remain open not less than six (6) calendar days after they have been posted by means of an internal email to all bargaining unit employees or by the Clackamas CCJO email. Job postings may be physically posted at the McCoy building.

### 4. VISITS BY UNION REPRESENTATIVES.

The County agrees that accredited representatives of the Union, whether local Union representatives, District Council representatives, or International representatives, upon proper introduction, may have reasonable access to the premises of the County to investigate working conditions.

### 5. NEGOTIATING SESSIONS.

The Board of County Commissioners or its designee(s) shall meet at mutually convenient times with the Union negotiating committee. The Union negotiating committee shall consist of not more than four (4) members selected by the Union. The Union shall make a good faith effort to provide a bargaining team that represents the various work groups within the department. Employees participating in Union County negotiation sessions shall be permitted to do so without prejudice to their compensation, subject to advance notice to the County of the nature, purpose and extent of session.

**6. AGREEMENT PUBLICATION COSTS.**

The collective bargaining agreement will be available on the County website. Employees may print a copy at work once per year.

**7. EDUCATION AND TRAINING.**

The Union and the County will jointly develop training programs for employee training and the upgrading of employee skills.

**8. LABOR MANAGEMENT COMMITTEE.**

The County and the Union agree to the establishment of a joint labor/management committee. The committee shall meet at least once each quarter and, upon agreement, may meet at any other time. The committee meetings shall be held during working hours, and without loss of pay. The committee is a vehicle for communication, discuss procedures for avoiding grievances, and to promote harmonious labor/management relations.

The committee shall be comprised of a maximum of eight (8) members (equally divided between labor and management). In addition to these members, the Director of Human Resources (or designee) and an AFSCME staff representative may participate in the discussions and decisions. Management and the Union will appoint their respective members, hopefully, in a manner which is representative of the bargaining unit as a whole.

**9. ELECTRONIC MAIL & INTRANET.**

Union representatives may use the County email system to communicate concerning collective bargaining matters. "Collective bargaining matters" means any of the following:

- A. Official Union announcements to the Union membership (such as meeting subjects, dates and times);
- B. the meaning, interpretation or application of this Agreement;
- C. the presentation and adjustment of grievances under Article 22 (Settlement of Disputes) of this Agreement; or
- D. matters directly related to the collective bargaining relationship between the County and the Union.

Union members shall have access to the County email system and may use it to contact Union representatives regarding collective bargaining matters, including any of the following purposes:

- A. To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
- B. to ask a question regarding meaning, interpretation, or application of this Agreement;



- C. to present a grievance regarding the meaning, interpretation or application of this Agreement;
- D. to request Union representation in matters concerning the meaning, application or interpretation of this Agreement.

It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union elections, or otherwise).

Employees shall be provided access to the County intranet. The County will provide one (1) computer terminal for every ten (10) regular status employees, per Division.

**10. TEMPORARY EMPLOYMENT WITH THE UNION.**

Upon request of the Union, the County may grant a leave of absence for an employee to engage in temporary employment with the Union. The Union and the County shall enter into a Memorandum of Understanding (MOU) that describes the terms and conditions of temporary employment with the Union.

**11. LUNCH AND LEARNS.**

The Employer will support brown bag lunches by the Union by providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance, as work needs allow and in compliance with Article 7 (Hours of Work), Section 2 Flexible Scheduling. Employees may attend such lunches during their non-work time.

## ARTICLE 5 - UNION DUES

All employees covered by the terms and conditions of this Agreement shall have the voluntary choice of whether to become members of the Union. The County agrees to deduct dues in an amount determined by the Union from the wages of each employee who chooses to become a member of the Union and provides written authorization to deduct dues. The County agrees to deposit the total amount deducted from all members into an established account designated by the Union, on a monthly basis.

Such uniform amounts as the Union Treasurer certifies to the County as the monthly dues approved by the members of the Union shall remain as the reasonable amount to be deducted hereunder.

Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction.

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five (5) day window period shall commence on August 1<sup>st</sup> of each year.

The County will not be held liable for checkoff errors, but will make proper adjustments with the Union for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues checkoff, an updated list of eligible members of the bargaining unit will be delivered to the Union. Such list shall include all members paying dues in the previous pay period.

The Union agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the County in connection with the same.

The County shall furnish monthly to the Union an electronic list of new employees who have accepted positions represented by the Union along with anticipated start dates. The list shall contain the name, job title, employee identification number, address, phone number, department, and monthly salary.

## **ARTICLE 6 - P.E.O.P.L.E.**

### **(PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY)**

1. The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employee to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.
2. The County shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee I.D. number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to the Treasurer of the PEOPLE Committee, AFSCME COUNCIL NO. 75, Salem, Oregon.
3. All PEOPLE contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and the County. It is expressly understood that PEOPLE contributions are not required as a condition of employment.
4. The Union shall indemnify and save the County harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the County for the purpose of complying with the provisions of this Article.

## ARTICLE 7 - HOURS OF WORK

### 1. REGULAR HOURS.

The regular hours of work each day shall be consecutive except for interruptions for rest periods, meal periods, and emergencies.

### 2. WORK WEEK.

The usual work week will be Monday through Friday, except when necessary for scheduling of services provided to the public or for employees in continuous operations. Each employee will have a consistent regular or alternative work schedule defined in the County timekeeping system. Employees shall have two (2) consecutive, regularly scheduled days off during each seven-day work period except during shift rotations.

#### Regular Schedule:

Consists of five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or a 9-80 work schedule which normally is worked on a two (2) week schedule consisting during the first week of four (4) nine (9) hour days and one (1) eight (8) hour day, followed by two (2) consecutive days off, and then the second week consisting of four (4) nine (9) hour days followed by three (3) consecutive days off. For purposes of a 9-80 schedule, the work week will be defined from 12:00 p.m. on Friday to 11:59 a.m. the following Friday.

Regular schedules are assigned by the County in accordance with Article 3 (Preservation of Public Rights).

Paid Holiday Value: 8 [for a five (5) day work week], 10 [for a four (4) day work week], or 9 [for a 9-80 schedule].

Daily OT Threshold: 8 [for a five (5) day work week], 10 [for a four (4) day work week], or 9 [for a 9-80 schedule].

#### Alternate Schedule:

The County and the Union recognize that in order to adequately serve the public or to meet employee personal needs, the employee and supervisor may agree to an alternative schedule, provided that: (a) the agreed upon schedule is consistent with the needs of the County; (b) the schedule does not establish a work day that is less than four (4) hours nor more than ten (10) hours; (c) the schedule has start and end times beginning on the hour or in fifteen (15) minute increments thereafter; (d) the schedule does not establish a work week in excess of 40 hours; and (e) the schedule will be in place thirty (30) days or more. Nothing in this Article shall be construed to supersede the right of management to determine schedules as provided in Article 3 (Preservation of Public Rights).

Examples include and are not limited to:

- One week of five (5) eight (8) hour days, one week of four (4) ten (10) hour days.

- Four (4) consecutive days of nine (9) hours each, followed by one day of four (4) hours (40-hour work week).

#### Paid Holiday Value

If employee works:

5 days, 40 hours a week, holiday is equal to 8 hours.

4 days, 40 hours a week, holiday is equal to 10 hours.

#### Weekly Overtime Threshold

If employee works:

5 days, 40 hours a week, overtime is paid after 40 hours in a work week.

4 days, 40 hours a week, overtime is paid after 40 hours in a work week.

#### **Flexible Schedule:**

Supervisors may request employees to flex their daily work schedule to meet workload demands and to support engagement in development opportunities and required training. Employees with prior management approval may also flex their daily work hours for personal reasons. Flexible scheduling must meet the following criteria:

1. Employee requests for flexible scheduling must be submitted in writing at least twenty-four hours in advance, unless the County waives said requirement(s).
2. Adjustments to hours of work must:
  - a. Not normally exceed four (4) hours;
  - b. Be mutually beneficial to the employee and the County;
  - c. Not negatively affect other employees;
  - d. Not impede customer service or normal work processes;
  - e. Not generate additional labor costs;
  - f. Occur during the same work day or FLSA work week.

Flexible schedule changes could be more or less than the minimum or maximum hours discussed in the regular or alternative schedules above. These changes in the schedule should be considered occasional and sporadic to meet an immediate or short term need and shall not last more than ten (10) consecutive workdays. It is understood that flexible schedules will not create an overtime liability for the County unless previously authorized in advance by the supervisor.

As this change to the work schedule is temporary, the value of a paid holiday and the overtime threshold will be the same as the employee's base regular or alternative schedule as set in the timekeeping system.

### **3. WORK DAY.**

The work day shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times, except as may be modified by Articles 15 (Job Share) or 16 (Ferry Operators).

**4. WORK SCHEDULES.**

Work schedules for any work shift shall not be changed unless the employees affected are notified by bulletin board posting or email at least fourteen (14) calendar days prior to the change, except for emergency work described in Section 10 and flexible scheduling described in Section 2. The fourteen (14) day notification period may be waived upon mutual agreement by the County and the Union.

**5. CONTINUOUS OPERATIONS.**

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive days or four (4) consecutive days, except for split workweeks described in Section 2 above.

**6. SHIFT PREFERENCE.**

Whenever there is more than one (1) shift within the same job classification, within a division, employees shall be granted, at their request, preference of shift according to their respective seniority within the affected classification in the division. Provided, however, that shift changes may be made only when a vacancy occurs on another shift, and provided further, that the employee is qualified to perform the duties set forth in the classification description for the position on the other shift. Disputes concerning the qualifications of an employee to select a shift may be filed as a grievance in accordance with Article 22 (Settlement of Disputes).

**7. REST PERIODS.**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever reasonable. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift, when it is anticipated the overtime is expected to extend a minimum of one and one-half (1 1/2) hours, except as may be modified by Article 15 (Job Share) or Article 16 (Ferry Operators).

**8. MEAL PERIODS.**

Employees whose regularly scheduled shift begins between 3:00 P.M. and 12:00 midnight shall be granted a lunch period on County time of at least one-half (1/2) hour during each work shift. All other employees shall be granted a lunch period on employee time of at least one-half (1/2) hour during each work shift. Whenever possible, such meal period shall be scheduled in the middle of the shift. The County shall permit any employee who is requested to and does work more than two (2) hours beyond their regular quitting time, one-half (1/2) hour off for a meal. Whenever possible, this meal period shall be scheduled at or near the end of the employee's regular shift.

Ferry Operators assigned to the Ferry will have one-half (1/2) hour paid lunch period during each work shift. Ferry Operators assigned to the Transportation Maintenance Program will have one-half (1/2) hour unpaid lunch period during each work shift.

**9. CLEANUP TIME.**

The County shall provide the required facilities for the employee's cleanup.

**10. EMERGENCY WORK SHIFT.**

Employees will be paid Emergency Shift pay as defined in Article 14 (Wages), Section 22 when the following conditions are met:

- 1) The County determines the need for emergency coverage; and
- 2) The Director of the Department or designee has declared an emergency with an effective date/time; and
- 3) The Incident Commander, or designee, assigns employees to perform work that aids in the County's response to the emergency; or
- 4) There is a change from the employee's regular working hours to a shift that provides for twenty-four (24) hour emergency coverage.

Overtime will be paid at the rate of time and a half (1½) of the base pay plus emergency shift pay.

**11. REMOTE WORK DUE TO COUNTY BUILDING CLOSURES.**

Employees who are not onsite essential during County building closures due to major emergencies, disaster or inclement weather, and who have the ability to work remotely shall do so during times the County building is closed, unless directed otherwise by their manager or department director.

**12. CONTINUOUS WORK SHIFT.**

In the event an employee's shift is continuous from one work day to a new work day, such continuous hours shall apply to the day the shift began, except in no circumstance shall an employee receive more than twenty-four (24) hours' pay for one day. Any hours in excess of twenty-four (24) shall be attributed to the following day at the overtime rate. Management will ensure that employees that worked an emergency shift will have an opportunity to work a forty (40) hour week, unless such schedule would be in conflict with law or other parts of the contract.

An employee shall maintain their right to a regular shift and may be transferred to their normal shift at the end of the emergency without penalty. Employees who are on-duty for more than sixteen (16) hours will not resume their regularly scheduled shift without an eight (8) hour unpaid rest period. Employees may be called back to finish their regular shift after the eight (8) hour unpaid rest period if four (4) or more hours remain of that shift.

## ARTICLE 8 - HOLIDAYS

### 1. HOLIDAYS.

The following days shall be recognized and observed as paid holidays;

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19<sup>th</sup>)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)
- Every day appointed by the Board of County Commissioners as a holiday,

### 2. FLOATING HOLIDAY

One floating holiday of ten (10) hours shall be granted to each employee on January 1 of each year. Floating holidays may be used in hour increments. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be.

New employees, who qualify for paid holidays, are eligible for a floating holiday after ninety (90) calendar days of employment.

### 3. HOLIDAY PAY.

Holidays will be paid as follows for regular and alternative schedules:

- 1) Employees on a 4 day/40 hour work week schedule: 10 hours.
- 2) Employees on a 5 day/40 hour work week schedule: 8 hours.
- 3) Employees on a 9-80 work week schedule: 9 hours.

Holiday pay while working a flexible schedule shall be paid as determined by the employee's regular base work week schedule.

If a holiday falls on a flex work day that is shorter than the holiday, the employee must make up the time with vacation, compensatory time or work the hours in the same week as the holiday.

If the holiday falls on a flex work day that is longer than the holiday, the employee shall work with the supervisor to flex their schedule within the work week to avoid overtime.



A holiday shall start at midnight and end at midnight of the day recognized by the County as the holiday.

To receive pay for a holiday, the employee must be in a paid status on the last working day immediately preceding the holiday and the next working day immediately following the holiday. Holidays occurring during a leave without pay shall not be compensated.

**4. WEEKEND HOLIDAYS.**

For employees on an eight (8) hour five (5) day work week or a 9-80 schedule, whenever a holiday shall fall on the first day off, the preceding day in the regular work week shall be observed as a holiday. Whenever a holiday shall fall on the last day off, the following day of the regularly scheduled work week shall be observed as a holiday.

For employees on a ten (10) hour four (4) day work week, whenever the holiday falls on the first or second of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in their regular work week shall be observed as a holiday. Whenever a holiday falls on the third of the three (3) days not included in the employee's regularly scheduled work week, the following day in the employee's regular work week shall be observed as a holiday.

**5. HOLIDAY DURING LEAVE.**

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

**6. HOLIDAY WORK.**

If an employee works on any of the holidays listed in Section 1, an employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1½) an employee's regular rate of pay. For the purpose of computing overtime on holidays, a week in which a holiday occurs on any day shall be considered a thirty-two (32) hour work week for a five/eight (5/8) schedule or thirty hour (30) work week for a four/ten (4/10) schedule, and all work beyond thirty-two (32) hours (5/8 schedule) or thirty (30) hours (4/10 schedule) shall be considered overtime, based upon an employee's regular hourly rate. Should two (2) holidays occur in the same week, the work week will then be considered as twenty-four (24) hours (5/8 schedule) or twenty (20) hours (4/10 schedule), and all work beyond twenty-four (24) hours (5/8 schedule) or twenty (20) hours (4/10 schedule) shall be overtime. If Christmas Day or New Year's Day falls on a Friday, Saturday or Sunday, any employee called into work on an emergency shall be paid for a minimum of four (4) hours at double time and one-half (2½) of the employee's regular rate of pay, and double time and one-half (2½) of the employee's regular rate of pay for each hour worked in excess of four (4) hours. When computing overtime, all paid leave shall be considered as time worked.

## ARTICLE 9 - SICK LEAVE

### 1. **ACCRUAL.**

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month worked, to be used in the event of an employee's illness or illness of an employee's immediate family. Regular part-time employees shall accrue sick leave on a pro rata basis using a two-thousand eighty (2080) hour base. Regular full-time and part-time employees shall accrue sick leave without limit. Sick leave shall accrue during any calendar month in which the employee is in a paid status for at least 88 hours (prorated for FTE status) in the preceding month.

### 2. **IMMEDIATE FAMILY.**

An employee's immediate family shall be defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, children (including biological, adopted, step, and foster), brother, sister, grandparents, stepchildren, stepparents, foster parent, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren, or other family members as defined by OFLA or the Oregon Sick Time law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Department Director or their designee(s) upon request.

### 3. **UNUSED SICK LEAVE AT THE TIME OF RETIREMENT.**

Pursuant to ORS 237.350, the County shall report all allowable sick leave hours to PERS upon an employee's separation from County employment.

### 4. **USE OF SICK LEAVE.**

Employees may utilize their allowance of sick leave for any of the reasons required by State and Federal law for such period as the employee has sick leave credit.

### 5. **HEALTHCARE PROVIDER'S STATEMENT.**

If the County has reasonable suspicion of sick leave abuse or if an employee misses more than three consecutive shifts of work, the employee may be required to provide appropriate documentation of illness as deemed necessary by management. Any requests for documentation cannot be arbitrary or capricious. If the employee is under a healthcare provider's care, a provider's certificate shall be considered appropriate documentation.

## ARTICLE 10 - VACATION LEAVE

### 1. ACCRUAL.

Vacation leave with pay shall accrue at the rate shown on the first day of the month for each preceding calendar month worked in accordance with the following schedule. Vacation leave shall accrue during any calendar month in which the employee is in a paid status for at least 88 hours (prorated for FTE status) in the preceding month. It is recognized that in all cases, service shall be interpreted to mean continuous County service. Continuous service for the purpose of determining eligibility for accelerated vacation accrual rates shall be service unbroken by separation from County employment that results in a new date of hire. Vacation accrual shall not be reduced except by breaks in service occurring after July 1, 1991.

#### A. Basic Vacation Plan

Employees hired prior to January 1, 2001 who have elected not to participate in the Vacation Sell Back Program shall accrue vacation in the following manner:

1. Employees having served in the County service for six (6) consecutive full calendar months, shall be credited with fifty-two and two-tenths (52.2) hours of vacation leave.
2. After six (6) months, but less than five (5) years of service: one hundred four and four-tenths (104.4) hours per year accrued at the rate of eight and seven-tenths (8.7) hours per month.
3. Five (5) to ten (10) years, but less than ten (10) years of service: one hundred twenty-eight and four-tenths (128.4) hours per year, accrued at the rate of ten and seven-tenths (10.7) hours per month.
4. Ten (10) to fifteen (15) years, but less than fifteen (15) years of service: one hundred fifty-two and four-tenths (152.4) hours per year, accrued at the rate of twelve and seven-tenths (12.7) hours per month.
5. Fifteen (15) to twenty (20) years, but less than twenty (20) years of service: one hundred seventy-six and four-tenths (176.4) hours per year, accrued at the rate of fourteen and seven-tenths (14.7) hours per month.
6. After twenty (20) years of service: two hundred and four-tenths (200.4) hours per year, accrued at the rate of sixteen and seven-tenths (16.7) hours per month.

#### B. Vacation Sell-Back Plan

Employees hired after January 1, 2001, shall accrue vacation in the following manner:

1. Employees having served in the County service for one (1) full calendar month and in a paid status for at least eighty-eight (88) hours (pro-rated for FTE status) shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours per month regardless of years of service.
2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell up to forty (40) hours of vacation time

during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.

C. **Maximum Accrual**

The maximum vacation accrual limits shall be two hundred fifty (250) hours. Vacation accrual may be accumulated beyond these limits during the yearly cycle of April 1st through March 31st but will be reduced to two hundred fifty (250) hours at the end of the business day on March 31st. Vacation accrual exceeding the 250 hour limit will not be compensated.

**2. ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.**

Regular part-time employees shall be granted vacation leave on a pro rata basis using a two thousand eighty (2080) hour base.

**3. VACATION TIMES.**

The use of vacation leave requires prior management approval. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirements for vacation relief, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise their right of seniority only once. Notice of the day or days selected shall be given to the County at least twenty-four (24) hours in advance, unless the County waives said requirement. Employees may utilize their accrued vacation in 15 minute increments.

**4. TERMINATION OR DEATH.**

After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or their heirs, whichever the case may be.

## ARTICLE 11 - OTHER LEAVES

### 1. GENERAL PROCEDURE FOR LEAVES OF ABSENCE.

Consistent with the needs of the County, leaves of absence with or without pay for a limited period not to exceed ninety (90) consecutive calendar days may be requested for any reasonable purpose. Leaves of absence shall be documented and processed in accordance with County administrative procedures and shall be subject to approval by the Department Director. A leave of absence in excess of ninety (90) consecutive calendar days must also be approved by the Board of County Commissioners. Requests of the day or days selected shall be made to the County at least seven (7) working days in advance, except in the case of an emergency or the County waives said requirement.

Seniority will continue to accrue during all approved leaves of absence with and without pay. Credit toward longevity, salary increases, sick leave and vacation will accrue only if an employee is in paid status for at least eleven (11) days, or nine (9) working days for employees on a four-day work week, in any month.

An employee who fails to return to work the following work day after the expiration of a leave of absence shall be deemed to have resigned, unless the employee, prior to the expiration of the leave of absence, has made application for and has been granted an extension of leave.

### 2. JURY DUTY.

When an employee is called for jury duty, or is subpoenaed as a witness in any litigation or administrative hearing process to which the employee is not a party, the employee will be granted absence from work and continued at full salary for the period of the required service, provided, however, the employee shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the County with a copy of the subpoena or other legal document requiring the employees presence. The copy of the subpoena or legal document will be given to the County in advance of the hearing or jury duty or, if that is not possible, then the copy must be furnished within seventy-two (72) hours after the hearing or jury duty date. All money received as witness or jury fees, except for mileage payment received, must be signed over to the County unless such fees, or any portion of them, are earned on an employee's day(s) off or during other authorized leave of absence. Employees will be required to call their supervisor when less than a normal work day is required by jury or witness duty and report to work as instructed by their supervisor.

### 3. UNION BUSINESS.

In accordance with guidelines as provided for in Section 1 of this Article, an employee may request an unpaid leave of absence to participate in union activities that require them to be away from their place of employment. Not more than two (2) employees would be granted this type of leave at any one time. Employees who are granted this type of leave may use any accrued vacation or compensatory time. An employee returning from leave under this Section shall be reinstated to the employee's former position.

**4. PARENTAL LEAVE.**

Parental Leave will be granted in accordance with State and Federal law and will be administered as described in Employment Policy and Practice #10 and the Personnel Ordinance.

**5. FAMILY MEDICAL LEAVE.**

Family Medical Leave will be granted in accordance with State and Federal law and will be administered as described in Employment Policy and Practice #10 and the Personnel Ordinance.

**6. LEAVE DONATION PROGRAM**

Accrued vacation leave may be donated to another employee in accordance with State and Federal law and will be administered as described in Employment Policy & Practice #46.

**7. EDUCATIONAL LEAVE.**

After completing three (3) years of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school, when it is related to their employment and is consistent with the needs of the County. The period of such leave of absence shall not exceed twenty-four (24) months in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it is consistent with the needs of the County.

**8. MILITARY AND OTHER SERVICE LEAVES.**

Except as provided in the following paragraph of this section, for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the Department of Transportation and Development is entitled, upon application therefore, to a leave of absence from their duties for a period not exceeding fifteen (15) working days in any one federal fiscal/training year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which the employee is entitled.

Unless an employee has been employed by any Oregon public employer for a period of six (6) months next preceding their application, no officer or employee is entitled to receive pay for any period during which an employee is on military leave.

**9. COMPASSIONATE LEAVE.**

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence with pay in the event of the death of an immediate family member when approved by the Department Director or their designated representative to make household adjustments or to attend funeral services.

An employee shall be granted not more than three (3) hours of compassionate leave

to attend the funeral or memorial service for a current Clackamas County employee or retiree.

## ARTICLE 12 - HEALTH AND WELFARE

### 1. **MEDICAL-COVERAGE.**

The County agrees to contribute toward the monthly composite premium for each medical coverage for eligible employees and their eligible family members, who elect medical coverage. The design of the medical plans shall be determined by the Benefits Review Committee as described in Section 9.

Effective January 1, 2022, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2021 County contribution.

Effective January 1, 2023, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2022 County contribution.

Effective January 1, 2024, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2023 County contribution.

Employees will pay any remaining insurance premium cost share through payroll deduction.

Medical Insurance Opt-Out: Employees who submit the Medical Insurance "Opt-Out" Waiver of Medical Coverage certifying they have other coverage not obtained from the individual market or the Health Insurance Marketplace will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualified life event or at the next Open Enrollment subject to carrier rules.

### 2. **BENEFITS.**

The County agrees to provide the Clackamas County's Benefit Program to regular status eligible employees and their eligible family members. Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

### 3. **LIFE INSURANCE.**

The County agrees to contribute an amount equal to the premium for a life insurance plan with a benefit of \$50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 9.

### 4. **DENTAL INSURANCE.**

The County agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for eligible employees and their eligible family members. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 9.

Dental Insurance Opt-Out: Employees who opt out of dental coverage provided by the County will receive a monthly opt-out payment as provided by the yearly Benefits



Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying life event or at next Open Enrollment subject to carrier rules.

**5. LONG-TERM DISABILITY INSURANCE.**

The County agrees to provide non-duty disability insurance coverage to eligible employees as described in the Benefits Handbook, effective on the first day of the month following the benefit waiting period described in Section 8. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 9.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of sixty percent (60%) of covered salary, including longevity, up to a maximum covered salary of \$3333 per month after an elimination period of the first thirty (30) days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later.

**6. POSTHUMOUS BENEFITS.**

In the event of the death of an employee, the County shall continue medical and dental coverage for surviving eligible family members for a period of six (6) calendar months.

**7. LESS THAN FULL-TIME EMPLOYEES.**

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week. Regular part-time and job share employees working at least twenty (20) hours per week shall be entitled to County-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4.

**8. BENEFIT WAITING PERIOD.**

Medical, dental, vision, life and disability, health reimbursement account and voluntary benefits shall become effective on the first day of the month following the employee's date of hire.

**9. BENEFITS REVIEW COMMITTEE.**

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost for individuals and for the organization.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership.

However, a bargaining unit or the County may appoint fewer voting members than it is entitled, but retain the same number of votes as described above. The County or the Union may invite other nonvoting members to attend meetings as needed to facilitate committee business. Regular meetings will be held as business dictates on a schedule agreed to by the Voting Members. Meetings may be held more frequently during the annual renewal process as determined by the Benefits Manager or their designated representative.. Decisions of the committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least one hundred and twenty (120) days prior to the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

The County and the Union will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase at or less than five percent (5%) each year.

**10. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER.**

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

**11. HEALTH REIMBURSEMENT ACCOUNT (HRA)**

The County shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eight (80) hours in excess of the annual cap paid into their HRA/VEBA account. The County will deposit such excess vacation leave into eligible employees' HRA/VEBA accounts on the last pay date in May or sooner if administratively practicable.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement. The County and Union shall discuss options for ongoing HRA/VEBA funding.

Participating employees who are enrolled in the HRA/VEBA plan as of December 31<sup>st</sup> of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period of January each year.

**12. DEFERRED COMPENSATION PLAN**

Subject to applicable federal regulations, the County agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the County's Deferred Compensation program, at the rate of five percent (5%) of their base compensation as defined in the deferred compensation plan document, unless the employee chooses to opt out of the program or change the rate of contribution. Deferred compensation benefits shall become effective on the first date of the calendar month following two (2) full calendar months of continuous employment. New employees include newly hired employees, rehired employees and employees changing employment status from temporary to regular.

## ARTICLE 13 - WORKERS COMPENSATION

### 1. **COVERAGE.**

All County employees will be insured under the provisions of the Oregon State Workers Compensation Act for injuries that arise out of and occur in the course and scope of their work for the County. Both parties agree to the principle that the employee should suffer no financial disadvantage nor shall the employee have a financial advantage by being in the disability status.

### 2. **COMPENSATION PAYMENT.**

The County shall compensate the employee from the Risk Management Claims Fund for on-the-job injuries where the claim has been accepted in an amount to ensure the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of injury and would have continued to receive had there been no injury.

- A. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
- B. The waiting period as described in ORS 656.210, will be charged to sick leave unless total temporary disability exceeds fourteen (14) days. In that case, Workers' Compensation covers from the first day.
- C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State law.
- D. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of injury unless prohibited by law, rule, regulation or provider contract.

## ARTICLE 14 – WAGES

### 1. WAGES AND CLASSIFICATION SCHEDULE.

After ratification by both parties, employees shall receive a 1.8% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2021 to the first pay period after the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of ratification.

Effective July 1, 2022, employees shall receive a 4.5% cost of living increase based on the percentage increase in the 2021 U.S. Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor (with a minimum of 0% and maximum of 4.5%). In lieu of retroactive pay, employees employed by the County as of the date of ratification shall receive a lump sum payment equal to 4.5% of the employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2022 to the first pay period after the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of the ratification.

Effective July 1, 2023, employees shall receive a cost of living increase equal to the percentage increase in the 2022 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor (minimum of 0% and maximum of 4.5%). In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year. Negotiations are to start no later than February 1, 2023.

All less than half time regular part time employees and temporary employees in regular classifications in AFSCME DTD/BCS positions will be paid at the same salary schedule as the regular AFSCME DTD/BCS counterparts.

When any classification not listed on the Wages and Classification Schedule is established, the County shall designate a pay range for the position. In the event the Union does not agree that the range is proper, the Union shall have the right to submit the issue as a grievance at Step IV of the Grievance Procedure as described in Article 22 (Settlement of Disputes).

Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate.

If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, the employee shall receive an increase of 3.5% on each of the employee's anniversary dates until the employee has reached the top of the range.

**2. LONGEVITY PAYMENT.**

Employees covered by the bargaining unit will be eligible for longevity pay as a percent of base salary for total years of continuous County service in the listed amounts upon anniversary date. Continuous service for the purpose of determining eligibility for longevity pay shall be defined as service unbroken by separation from county employment that results in a new date of hire. Longevity pay shall not be reduced except by break in service occurring after July 1, 1991.

5 years	1.0%
10 years	1.5%
15 years	2.0%
20 years	2.5%
25 years	3.5%
30+ years	4.0%

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

**3. OUT OF CLASS WORK.**

Shift-out-of-classification pay shall be granted to an employee if the employee performs any work for two (2) or more hours in any shift in a classification above that in which the employee is normally classified. Prior to working out-of-classification, the supervisor will prepare a memorandum stating the need for the out-of-classification work and why the supervisor considers the employee qualified to perform such higher classification work. The Director of the Department or the designee, must authorize this action. Employees assigned to train in another classification are not eligible for temporary out-of-classification pay.

For the purposes of determining the appropriate salary rate according to promotional policy for out-of-classification work, the following shall apply:

- A. As a minimum, the employee will be paid an additional five percent (5%) of their regular rate of pay, or at the minimum of the higher classification's salary grade, whichever is greater. The out-of-classification rate will not exceed maximum rate of higher classification's salary grade.
- B. Following a temporary out-of-class assignment, the employee's pay rate shall be returned to the regular rate the employee would have held had they not been placed TOC. If a temporary out-of-class assignment is made prior to a promotion or reclassification, any salary rate increase given at the time of promotion or reclassification shall be made on the employee's regular pay rate. Any requests for a promotional appointment at a rate which exceeds five percent (5%) of the employee's regular pay rate, shall be considered an upper step appointment request. Any employee who is granted an upper step appointment following a TOC assignment will have their next merit eligibility date adjusted to one year following promotion.

An employee who has not been previously qualified cannot be required to work in a higher classification except during emergencies.

No out-of-classification pay will be allowed unless the employee has previously been qualified by the County and has been authorized to perform such out-of-classification work by the employee's immediate supervisor.

The County can, at its sole discretion, require employees to perform work in a classification above that which the employee is normally classified provided the employee has been qualified by the County to perform such higher class work.

Out-of-classification pay is intended to apply only to work situations where the difference between work levels and duties and responsibilities are clear. These situations are temporary in nature and not intended to provide higher level pay for an employee who gradually or through normal assignment believes they are working at a higher classified level which situation is to be addressed through the normal Department of Human Resources procedures.

**4. PERS/OPSRP PAYMENT.**

The County agrees to pay the employee's share of contribution on behalf of employees as set forth by the Oregon legislature.

In the event that during the life of this agreement, it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS/OPSRP, the County and the Union agree to re-open this paragraph to negotiate the impact of such action. It is the intent of the parties that the employees will be made whole in terms of the six percent (6%) retirement contribution made by the County, such as having that sum contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account.

**5. PREMIUM PAY.**

Any Mechanic, Equipment Maintenance Coordinator, Welder/Fabricator or Service Technician assigned to field duties shall receive five percent (5%) above their regular rate of pay during the period they perform such duties.

**6. REPORTING TIME.**

Any employee who reports to work at the beginning of their regular scheduled shift, but where work is not available shall be excused from duty and paid at their regular straight time rate for eight (8) hours work for five (5) day work week or ten (10) hours work for four (4) day work week. Any employee who reports to work after the beginning of their scheduled shift may be excused from duty at the discretion of the County and not paid for that shift.

**7. CALL-IN TIME. (Transportation Maintenance, Parks, and Fleet Services)**

The Union shall provide the County with an Emergency Call-In list of employees in Transportation Maintenance, Parks, and Fleet Services who are willing to be called to respond to short-term emergencies. Employees participating in the Stand-By Program (as described in Section 8) will receive priority for call in. Employees on the list but not participating in the Stand By Program are considered On-Call employees.

Any On-Call employee called to work outside of the employee's regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1½) the employee's regular hourly rate of pay. The employee shall be paid only once regardless of how many times the employee is called in, in the same four (4) hour period.

If any employee is called in to report to work not more than four (4) hours prior to the employee's regular work shift, the employee will be allowed to work that time in addition to the employee's regular work shift and will be eligible for overtime subject to Section 9. However, the employee may request to leave prior to the end of their regular work shift, subject to the approval of the employee's immediate supervisor or manager.

The County will not be required to equally distribute emergency call-in overtime work as is required for scheduled overtime work as described in Section 11.

**8. CALL-IN TIME. (Building Codes Division)**

Any Building Codes Division employee called in to work outside the employee's regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. For the purposes of this section, a 'call in' is defined as being asked to work on a day not normally scheduled or where the employee is called back to work or when an employee is called early in to work and such work is not contingent to the regularly scheduled shift. This work will be distributed using a call-in list of Building Codes Division inspection and/or plan review staff who are willing to work on Saturdays and Sundays.

If any Building codes Division employee is requested to report to work for less than or equal to four (4) hours prior to or following the employee's regular work shift, the employee will be allowed to work that time in addition to the employee's regular work shift and will be eligible for overtime subject to Section 9. However, the employee may request to flex their regular work shift for that day, subject to the approval of the employee's immediate supervisor or manager.

**9. STANDBY PAY.**

The Standby Program is intended to provide a timely response to short-term emergency situations. Employees participating in this program will be required to respond to such emergencies while on standby assignment. Any standby employee who fails to respond to a page or telephone call will be removed from the Standby Program for a period of (1) year. The County shall determine the required number and geographic location of standby workers. Standby assignments shall be rotated when possible.

While on Standby assignment, employees shall be compensated at a rate equivalent to two (2) hours of straight time pay for each weekday, which is a day the employee is regularly scheduled to work, and at a rate equivalent to two and one-half (2.5) hours of straight time pay for each weekend day, which is defined as a day which an employee is regularly scheduled to be off, and each paid holiday as listed in Article 8 (Holidays), Section 1. Standby pay is not payment for hours worked and may not be converted to compensatory time.



In the event a standby employee is called into work, the employee also shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½) their regular hourly rate of pay. In the event a standby employee is called into work on Christmas Day or New Year's Day when either falls on a Saturday or Sunday, the employee shall be paid for a minimum of two (2) hours at the rate of two and one-half (2 ½) times their regular rate of pay.

The employee shall be paid only once regardless of how many times the employee is called out in the same two (2) hour period.

For Transportation Maintenance: While on standby assignment, standby employees shall carry a County-provided pager and/or cell telephone, drive County vehicles to and from work and ensure that the County vehicle carries the appropriate tools for an emergency response. In the event of an emergency requiring a standby employee, C-Com/dispatcher or supervisor shall contact the employee(s) on standby assignment. If additional employees or equipment are required, the employee shall contact a supervisor who will dispatch any other employee(s) from the Emergency Call-In list and/or needed equipment. The supervisor shall maintain a record of employees contacted for each emergency.

For Dog Services: The standby program includes non-emergency situations to allow for a more desirable and efficient distribution of staffing on days that the shelter is closed to the public and dogs require care and minimal staffing to meet safety needs. Standby employees will not drive County vehicles to and from work. Standby assignments will be assigned from a rotation of dog handling staff when it is known in advance that an additional unplanned absence would reduce staffing below the minimum needed for safe operations on a particular day.

#### **10. COUNTY SHUTDOWN.**

An employee who is directed to report to a county facility or field site during a time when the County administrator, or designee, has closed the County building to which said employee regularly reports will be paid Emergency Shift Pay in accordance with Section 23 of this Article. (See Article 7, Section 12 for employees who work remotely during County building closures.)

#### **11. SHIFT TRANSITION.**

- A. Shift transition is defined as regular hours that an employee is unable to work due to scheduling decisions made by the County during an emergency/on-call situation or because of a required eight (8) hour rest period between emergency shifts.
- B. When an employee is sent home after the beginning of their shift in order to be able to return to work at a later time the same day to complete their shift, shift transition shall not be paid for the hours the employee did not work.

If the employee is sent home to return to work the next day and is unable to work their regular scheduled hours on the day they are sent home, shift transition will be paid for the regular hours the employee was not able to work at the direction of the County.

- C. Shift transition will not be paid when the County makes work available to an employee and the employee chooses not to work for their total scheduled hours in a single day (8 or 10 hours), regardless of the actual hours worked.
- D. For purposes of shift transition a day is defined as the 24 hour period from midnight to midnight.

**12. OVERTIME.**

Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

**For Employees on Regular Schedules:**

- A. All authorized work performed in excess of eight (8) hours, in any work day for employees on an eight (8) hour five (5) day work week; or ten (10) hours in any work day for employees on a ten (10) hour four (4) day work week;
- B. All authorized work performed in excess of forty (40) hours, in any work week;
- C. All authorized work performed fifteen (15) minutes before or after any scheduled work shift paid at time and one-half for actual time worked.
- D. When computing overtime, all paid leave shall be considered hours worked.

**For Employees on Alternative Schedules:**

- A. All authorized work performed in excess of forty (40) hours, in any work week;
- B. All authorized work performed fifteen (15) minutes before or after any scheduled work shift paid at time and one-half for actual time worked;
- C. All authorized work performed on Saturday or Sunday; except as may be modified by Articles 15 (Job Share) or 16 (Ferry Operators);
- D. When computing overtime, all paid leave shall be considered hours worked.

**13. EXCEPTIONS.**

The overtime rate specified above for Saturday and Sunday work shall not be paid employees for whom these days are regularly scheduled days of work. These employees shall be paid time and one-half (1½) for all work performed on their regular scheduled days off, except as may be modified by Article 15 (Job Share) or Article 16 (Ferry Operators).

**14. DISTRIBUTION.**

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within the same job classification who voluntarily place their name on a roster to work overtime work; provided however, that exceptions may be made subject to mutual approval by the County and the Union. If an employee whose name

is on the voluntary overtime roster declines overtime work for other than valid reasons as determined by the County two separate times within a thirty (30) day period, that employee's name may be removed from the roster for ninety (90) days. If a sufficient overtime work force cannot be provided by the use of the voluntary roster, either because of a deficiency in the number of individuals on the roster or a lack of qualified individuals, then overtime will be required for all employees and distributed equally as is reasonable among employees with comparable skills within the same job classification. Failure to work required overtime may be subject to disciplinary action short of discharge.

In the event this Article or portion thereof becomes unenforceable and/or problematic due to unforeseen circumstances, either party may submit a request, in writing, and be granted a meeting in order to attempt to resolve the issue in question.

**15. COMPENSATORY TIME OFF.**

The County may at the request of the employee approve compensatory time off equal to one and one-half (1½) hours off for each hour of overtime worked in lieu of overtime pay. Compensatory time off shall be scheduled at the discretion of and consistent with the needs of the County. Such leave shall not accrue beyond two hundred forty (240) hours.

**16. PAY FOR ACCUMULATED COMPENSATORY TIME.**

All accrued hours in excess of eighty (80) shall be used by the end of each fiscal year (June 30th) or paid in cash. Therefore, all employees will be paid automatically in July for compensatory time accrued in their name as of June 30th, over the allowable carry forward of eighty (80) hours.

Any employee who would have an accrued balance of eighty (80) hours or less after June 30<sup>th</sup> may elect to receive a payoff of any number of their compensatory hours by making a written request to payroll no later than July 1st.

Any employee with an accrued balance as of October 31<sup>st</sup> may elect to receive a payoff in November of any number of their compensatory hours by making a written request to Payroll no later than November 10<sup>th</sup>.

All compensatory time will be paid at the employee's regular rate of pay at the time of payment.

**17. TRAVEL PAY AND MILEAGE REIMBURSEMENT.**

Employees will be granted travel pay and mileage in accordance with the County's current Travel Policy

**18. PORTAL TO PORTAL PAY.**

Employees shall report to their regular place of reporting at the designated starting time of the shift and shall return to their reporting place so as to be off work by the designated quitting time.

**19. PAY DAY.**

Employees shall be paid based on a bi-weekly pay period. Paydays will be every

other Friday.

**20. INSPECTORS.**

Whenever an inspector or plans examiner is asked by their supervisor to work in an inspection discipline for which they are certified by the State of Oregon, but is different from that which they are currently classified, they will receive an add to pay of 5% above the hourly wage for the day(s) they are inspecting in that discipline.

**21. FERRY OPERATOR LEADWORKER PAY.**

An employee assigned lead worker responsibilities beyond their regular job duties shall be compensated with a premium pay at a rate of \$1.00 per hour.

**22. COMPUTATION OF HOURLY RATE.**

Hourly rates are posted on the County Internet as Pay Plans.

**23. EMERGENCY SHIFT PAY.**

An employee designated to work an emergency shift as defined in Article 7 (Hours of Work), Section 10 shall be paid their regular hourly rate plus \$2.00/hour.

Overtime will be paid at the rate of time and a half (1 ½) of the regular rate of pay plus emergency shift pay.

**24. SHIFT DIFFERENTIAL.**

Mechanics whose regularly scheduled shift begins after 3:00 pm shall receive a shift differential of \$1.50 per hour additional for all hours worked during their shift. ("Regularly scheduled" is a pre-determined, pre-agreed upon standard shift determined by management.)

If any mechanic employee is requested or required to continue working at the end of their regular shift and has been receiving shift differential based on swing, the employee will continue to receive the shift differential of their regular shift until the end of the shift. This is intended to be on a case by case basis and to not become a regular occurrence. Overtime rules will still apply in accordance with FLSA.

Saturday or Sunday overtime work is not paid differential time unless it is part of the employee's regular scheduled work week.

Employees called in due to weather related emergencies would be paid under Emergency Shift Pay and not shift differential pay.

**25. RECLASSIFICATION/PCQ REVIEW.**

If an employee is reclassified into a currently existing classification, the employee shall be reclassified effective the date the employee and/or supervisor signed the Position Classification Questionnaire (PCQ), whichever signed first, and shall receive retroactive pay, if any, to that date. The employee's merit date shall be changed to the first of the month following one year from the effective date of the reclassification.

If an employee is reclassified into a newly developed classification, the employee's

reclassification date will be the date the new classification was approved by the County Administrator. The employee's merit date shall be changed to the first of the month following one year from the effective date of the reclassification. The employee may be eligible for up to six month's retroactive temporary out of classification pay (TOC) if it is determined that the employee was performing at least 75% of the new classification's duties prior to the new classification's creation.

When it is determined that an employee has been performing the work of a higher classification and the employee is not subsequently reclassified since management decided to remove the higher level duties, the employee shall receive temporary-out-of-class (TOC) pay for the period starting from the date the employee and/or supervisor signed the PCQ, whichever came first.

If, however, there are special circumstances that affect completion of a reclassification, the Director of Human Resources may authorize retroactive (TOC) pay which exceeds the 6 months and is not limited to the current fiscal year. Such decision shall not be subject to the grievance and arbitration process.

**26. BILINGUAL PAY.**

When an employee is required to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional five percent (5%) of base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire and "Certification of Bilingual Requirement" Form.

When an employee who is not in a position that requires the use of a second language is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional five percent (5%) of their base hourly rate for actual time, rounded up to the nearest fifteen (15) minutes, for performing bilingual duties. "Sporadic use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

## **ARTICLE 15 - JOB SHARE**

### **1. DEFINITION.**

"Job sharing position" means a regular full time position that may be held by two individuals on a shared time basis whereby the individuals holding the position each work 50% of the time.

### **2. DETERMINATION.**

Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Director of the Department to be considered for job share positions. The Department Director shall determine if job sharing is appropriate for a specific position.

Determination of job sharing or the continuance of a job sharing position is the exclusive right of the Department Director.

If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Department Director has the right to determine if job sharing is still appropriate for the position. If the Department Director determines that job sharing is not appropriate for the position or the Department Director is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a regular full time basis.

### **3. PROBATIONARY PERIOD.**

The probationary period for job share employees shall be the same as for a regular full time employee.

### **4. MERIT INCREASES AND PERFORMANCE APPRAISALS.**

Job share employees shall be eligible to move for merit increases on the same time schedule as a regular full-time employee.

### **5. LONGEVITY.**

Job share employees shall be eligible for longevity pay on the same time schedule as a regular full-time employee.

### **6. VACATION LEAVE AND SICK LEAVE.**

Job sharing employees shall accrue vacation leave and sick leave on a prorated basis.

### **7. HOLIDAYS.**

Job share employees will share equally in holiday compensation on a 50/50 split. However, with management's approval, employees may adjust their work schedules to accommodate a prorated holiday work week.

### **8. HEALTH AND WELFARE.**

Job sharing employees shall be entitled to health and welfare benefits as described in Article 12 (Health and Welfare).

### **9. LAYOFF.**

For purposes of layoff and bumping, individuals filling a job share position will be

considered as separate individuals for determining service credits (merit/seniority). Seniority for layoff and bumping purposes shall be granted similarly to regular part-time positions which is on a pro rata basis using a two thousand eighty (2080) hour base.

## ARTICLE 16 - FERRY OPERATORS

It is recognized by the County and the Union that the Ferry Operators represent a separate and unique scheduling requirement.

Their status is defined as follows:

**1. REGULAR FULL TIME.**

Ferry Operators are regular full-time employees.

**2. WORK WEEK.**

The Ferry Operators' work week shall consist of forty (40) hours worked on consecutive days.

**3. WORK ASSIGNMENT.**

On occasion, it may be necessary to modify work assignments in order to achieve the forty (40) hour work week obligation. Management has the right to meet that requirement by assigning Ferry Operator(s) to other duties within the Transportation Maintenance Program. During such assignments, the work schedule will be either ten and one-half (10½) hours or eight and one-half (8½) hours, depending on the schedule in place at the time. In this situation, the Ferry Operator will have an unpaid one-half (½) hour lunch.

**4. OVERTIME.**

The work shift schedule shall be developed in partnership with the Union and County. Overtime will be paid in accordance with Article 7 (Hours of Work).

**5. FERRY WORK SHIFT.**

The Ferry Operator will receive a paid one-half (1/2) hour lunch break and two paid fifteen (15) minute rest breaks.

**6. PERMANENT PLACE OF REPORTING.**

Ferry Operator's permanent place of reporting will be the Canby Ferry site at time of ferry operation or the County Facility located at 902 Abernethy Road, Oregon City, Oregon, during time of non-operation.



## ARTICLE 17 - PERSONNEL RECORDS AND INFORMATION

1. The parties agree as follows in regard to personnel records and information:
  - A. An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in the employee's departmental personnel file.
  - B. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
  - C. The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
  - D. For purposes of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Department of Human Resources and/or by the employee's department or division.
  - E. Material reflecting caution, consultation, warning, admonishment and reprimand placed in an employee's personnel file cannot be used for progressive discipline after three years unless there are repeat occurrences. No material reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. The employee's signature does not necessarily indicate agreement.

## ARTICLE 18 - DISCIPLINE AND DISCHARGE

### 1. **EMPLOYEES SUBJECT TO DISCIPLINARY ACTION.**

Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, unpaid suspension, demotion, or discharge; provided, however, in the case of regular employees, such action shall take effect only after the supervisor gives written notice of the action and cause to the employee except for cases of oral reprimand. The Union shall be notified of all discipline or proposed disciplinary action except for oral reprimand.

### 2. **REPRIMANDS SUBJECT TO APPEAL.**

Any regular employee in the bargaining unit who is disciplined in writing, suspended, demoted, or discharged shall have the right to appeal the action through Step IV of the Grievance Procedure, and then to Step V (Arbitration). An employee electing either Step V (Arbitration) or a hearing as defined in the Personnel Ordinance shall thereby waive a hearing and decision in the other forum. The Union shall submit any such grievance at Step I of the Grievance Procedure no later than ten (10) working days after the effective date of the disciplinary action.

### 3. **MANNER OF REPRIMAND.**

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

### 4. **PREDISMISSAL HEARING.**

When the Employer believes there is just cause for discharge, the employee involved will be either placed on paid administrative leave or be allowed to continue work during the period of review. The employee and the Union will be notified in writing at the time the action is taken that the employee is subject to discharge. Such notification shall state the reasons for which the employee is being discharged. The Employer shall provide to the employee an opportunity to respond to the charges at an informal pre-dismissal hearing which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action. The employee shall be entitled to have a representative of their own choosing at the pre-dismissal hearing for the purpose of providing advice and counsel to the employee. The employee may be granted additional time, at the discretion of the Employer, to prepare for the pre-dismissal hearing.

### 5. **PROBATIONARY EMPLOYEE GRIEVANCE.**

A probationary employee shall be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of this agreement; however, this shall not include any matter involving discipline and/or discharge.

### 6. **ELECTRONIC RECORDINGS/DATA.**

Video camera recordings, GPS data, and/or other electronic data may be accessed, reviewed and preserved by the County for business reasons. Such recordings/data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording, GPS data, and/or other electronic data. In the event the County elects to review video, GPS,

or other electronic data as part of an investigation, the County shall notify the Union and provide the Union with an opportunity to view the video and/or data. The County will not randomly review video, GPS, or other electronic data for the purpose of disciplining employees. The County understands that it has the burden of proving "just cause" exists to support the discipline or discharge of any non-probationary employee.

## ARTICLE 19 – SENIORITY

1. Seniority shall be defined as meaning an employee's total length of continuous service with the County since the employee's last date of hire; if equal, the employee's total length of unbroken service within a department; if equal, the total length of service within the employee's job classification.

If all of the above elements are equal, the final determining factor will be the toss of a coin. Of those involved in the tie-breaker(s), the person whose last name begins with the letter nearest the beginning of the alphabet (and who is also involved in the particular toss) shall be the coin tosser.

2. For the purpose of computing seniority, all authorized leave shall be considered as time worked. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain full seniority except for such periods of layoff.

## ARTICLE 20 – RECRUITMENT

Whenever a bargaining unit position becomes available, the County will fill the position, whenever possible, by recalling names from an existing layoff register. In order to be recalled, the employee must demonstrate the required certifications, knowledge, and skills to meet the minimum qualifications of the position.

If no layoff register exists, the County may fill the position from an existing eligibility register or shall open a recruitment. The County shall first attempt to fill the position by certifying the qualified DTD bargaining unit applicants to the Department plus veterans eligible for preference under state law. When there are less than four qualified bargaining unit members on the list, sufficient qualified external applicants will be certified such that the total certified equals four plus veterans eligible for preference under state law. In the event there are no bargaining unit members qualified, the County shall certify qualified external applicants plus veterans eligible for preference under state law and qualified candidates to address affirmative action goals.

## ARTICLE 21 – LAYOFF AND RECALL

### 1. NOTIFICATION.

In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the County shall notify affected employees and the Union in writing at least thirty (30) calendar days in advance of the effective date, except in emergency situations. Such notification will include a list of identified positions/classifications in which the employee may be qualified to bump. The County shall also provide the Union with a layoff list.

Those employees who wish to participate in the bumping process must notify the Department of Human Resources in writing within five (5) working days after receiving their notice. Such notification must include a complete list of the employee's qualifications, skills and abilities. Those employees who do not notify Human Resources will automatically be placed on layoff status and laid off on the specified date.

The County may make an extension when an employee is unable to submit forms within five (5) working days due to circumstances beyond the employee's control, such as illness, accident or vacation.

### 2. LAYOFF ORDER AND BUMPING RIGHTS.

Layoff order shall be established within the department on the basis of seniority. Employees shall be laid off in reverse order of their seniority, except as modified in Section 3. Laid off employees shall have the right to bump into regular positions or to displace temporary or seasonal employees at the same or lower level as outlined in Section 5. A same level position is any position in a classification with the same maximum pay rate as the classification of the position being laid off. A lower level position is defined as any position in a classification with a lower maximum pay rate than the classification of the position being laid off.

### 3. EXCEPTION TO LAYOFF ORDER.

The Department Director may make an exception to the order of layoff when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. The judgment of the Department Director shall be sustained unless such judgment is shown to be arbitrary or capricious.

### 4. QUALIFICATIONS FOR BUMPING.

The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) calendar days.

Between the tenth (10<sup>th</sup>) and twentieth (20<sup>th</sup>) calendar day of this period, the County will provide the employee either with a written statement assessing their performance. On the 30<sup>th</sup> calendar day of this period, if the employee is not

performing satisfactorily, the employee will be given a minimum of 15 calendar days' notice of intent to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which the employee was originally laid off.

The County will provide the employee with a reasonable orientation and guidance for the position.

**5. OPTIONS FOR LAID OFF EMPLOYEES.**

Laid off employees shall have the following options:

- A. Accept the layoff.
- B. Displace the employee with the lowest seniority in a position at the same or lower level classification in the department, provided the displacing employee is more senior and is qualified for the position as described in Section 4.
- C. Displace a temporary or seasonal employee at the same or lower level classification.

**6. TEMPORARY EMPLOYEES.**

Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification identified for layoff, all temporary and seasonal employees will be terminated and probationary employees shall be laid off before any regular bargaining unit employees are laid off.

**7. PAY RATES.**

An employee who displaces an employee in a lower pay range will be paid pay rate in the lower salary range which most closely approximates their current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

**8. LAYOFF REGISTERS.**

Any regular status employee who is laid off from a position, whether the employee accepts the layoff or bumps into another position, shall be eligible for recall to a position in the same classification for a period of three (3) years, without loss of seniority. Laid off probationary status employees will not be placed on a layoff register. Employees on layoff must keep the County informed of their current address and telephone number during the period of layoff.

A regular status employee who bumps into another position and then is subsequently laid off or bumps into another position shall be eligible for recall for a period of three (3) years to a position in the bumped classification.

A regular status employee who is laid off from the County and has no remaining bumping options shall be eligible for recall for a period of three (3) years to a position in the classification held at the time of layoff.

A regular status employee who is laid off from the County and has no remaining

bumping options may request placement on a layoff register for recall for a period of three (3) years to a classification at the same or lower level. Such requests must be made in writing to the Department Director within thirty (30) days of the date the employee is laid off and are subject to the approval of the Director of Human Resources.

**9. RECALL.**

Employees shall be recalled on the basis of seniority, with senior employees being recalled before junior employees, and before any new hires or transfers. The qualifications of an employee shall depend upon that employee demonstrating current possession of the required certifications, knowledge, and skill to meet the minimum qualifications of the classification. Laid off probationary and temporary employees do not have recall rights.

For purposes of recall, seniority shall be based on the date of seniority that the employee had on the day the employee received the layoff notice.

Upon recall to any positions in the department, a recalled employee shall have restored all accruals of sick leave, vacation accrual rate and seniority in effect on the date of layoff.

If recalled to a position in the previous classification, the recalled employee will return to the same pay range, subject to any cost of living adjustments or range changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, six (6) months after the date of recall. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

If recalled to a position in a different classification, the employee will be placed in the new pay range which most closely approximates the employee's pay rate at the time of layoff, subject to any cost of living adjustments or range changes. Such employees shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

No recalled employee shall be paid at a rate that exceeds the maximum of the salary range for the classification to which the employee was recalled.

**10. MANAGEMENT/CONFIDENTIAL EMPLOYEES.**

Management will notify the bargaining unit at least fifteen (15) days prior to its intent to lay off any management/confidential employee(s) who previously held positions within AFSCME 350-0, who may be eligible to exercise bumping rights into the bargaining unit.

Management/Confidential employees who are currently employed in the department and who have previously held a position within the bargaining unit may bump into the bargaining unit with seniority limited to that accrued while employed within the bargaining unit.



Sections 1 through 3 of this Article will not apply to employees who are bumping from management or confidential positions.

Sections 4 through 10 of this Article will apply to Management/Confidential employees.

## ARTICLE 22 - SETTLEMENT OF DISPUTES

### 1. GRIEVANCE AND ARBITRATION PROCEDURE.

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement shall be settled as outlined below.

STEP I. A Union representative, and the employee at the employee's option, may take up the grievance or dispute with the employee's Division Manager within ten (10) working days of the occurrence by submitting a written grievance; if at that time the representative is unaware of the grievance, the representative may take it up within ten (10) working days of the date upon which the representative knew or should have known of its occurrence. Under no circumstances may the grievance be taken up more than one hundred and twenty (120) calendar days after its actual date of occurrence. The written grievance shall identify the facts sufficient to explain the nature of the grievance, specific contract provision(s) allegedly violated, and requested remedy. The Division Manager, the Union representative, and the employee at the employee's option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the Division Manager shall respond to the employee and the Union representative in writing within ten (10) working days. For purposes of this Article, "working day" refers to Monday through Thursday, excluding observed holidays.

STEP II. If the grievance still remains unadjusted, it may be presented by the Union representative or the Union Grievance Committee and the employee at the employee's option, to the Director of the Department within ten (10) working days after the Division Manager's response is due or when the response is received, whichever occurs last. The Director of the Department, the Union representative and the employee at the employee's option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director of the Department shall respond to the employee and the Union representative or the Union Grievance Committee in writing within ten (10) working days.

STEP III. If the grievance still remains unadjusted, it may be presented by the Union representative or the Union Grievance Committee and the employee, to the Board of County Commissioners or to its designee(s) within ten (10) working days after the response of the Director of the Department is due or when the response is received, whichever occurs last. The Board of County Commissioners or its designee(s) shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Board of County Commissioners or its designee(s) shall respond in writing to the employee and the Union representative or the Union Grievance Committee within ten (10) working days.

STEP IV. If the grievance is still unsettled, either party may request arbitration by written notice to the other within ten (10) working days after the reply of the Board of County Commissioners or to its designee(s) is due or when the response is received, whichever occurs last. However, by mutual agreement

between the Union and the County, any grievance filed under the terms of this Article may be referred to mediation prior to requesting Arbitration at Step V. Cost for mediation services shall be equally split between the Union and the County.

STEP V. ARBITRATION. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators with an office in Oregon or Washington shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of this agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so the arbitrator shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by the arbitrator shall be borne by the party against whom the arbitrator's decision is adverse.

When the Board of County Commissioners or to its designee(s) has denied a grievance and the arbitration is requested, the parties must, within one (1) year of the date the Board of County Commissioners or its designee(s) denies the grievance, select an arbitrator and either party requests a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

## **2. CLASS ACTION GRIEVANCE.**

If there is a breach of any provision of this Agreement affecting a group of employees, the Union shall have the right to take up such breach.

## **ARTICLE 23 - CONTRACT WORK**

At least twenty (20) calendar days' notice will be given to the Union before the County may contract out or subcontract, except in the case of an emergency as defined in Article 1 (Definitions). The County will provide a copy of the memorandum detailing the scope of work to effect notice.

At least ninety (90) calendar days' notice will be given to the Union before the County may contract out or subcontract, when such contracting out or subcontracting will result in the layoff of one or more regular employees. Layoffs under this process shall be conducted according to the procedures in Article 21 (Layoff).

## ARTICLE 24 - GENERAL PROVISIONS

### 1. NO DISCRIMINATION.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, disability, race, color, creed, national origin, or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

The County agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

### 2. EXISTING CONDITIONS.

All existing benefits and conditions shall be subject to negotiation with the Union before being changed. Whenever any changes are proposed, the Union will be notified in writing and the changes shall be posted prominently on the bulletin board for a period of ten (10) consecutive work days, by the conclusion of which the rules will be deemed accepted and approved by the Union unless the Union has given notice of intent to negotiate. If notice to negotiate is given, a reasonable time therefore will be allowed prior to the rules becoming effective.

### 3. RULES.

Employees shall comply with all existing work rules, department policy, County Policy and Personnel Ordinance which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

### 4. PROTECTIVE CLOTHING.

If any employee is required to wear protective clothing or any type of protective device, such protective clothing or protective device, unless normally provided by the employee according to industrial practices, shall be furnished to the employee by the County. The cost of maintaining the protective clothing or device including tailoring, cleaning and laundering shall be paid by the County.

The Labor/Management Committee will determine what employees by classification should be required to wear safety boots. Exceptions may be made to this list for an employee whose individual position requires the wearing of boots while the overall classification does not. The County will provide up to four hundred dollars (\$400.00) per every two fiscal years for purchase or repair of such protective footwear and orthotics subject to the employee providing a receipt.

### 5. TOOL REPLACEMENT/ALLOWANCE.

The County agrees to replace "in kind" the Mechanics' tools which are worn out or broken in the performance of their assigned duties for the County. When a tool is lost and can be verified by management that the tool was lost in the course of employment and was not due to employee negligence, the tool will be eligible for replacement.

In addition, Equipment Services Mechanics shall, on an annual basis, and upon presentation of a receipt(s), be eligible for reimbursement up to an amount of five hundred and fifty dollars (\$550) for tools used in the course of employment.

Employees covered under this provision shall, on an annual basis, provide to their manager a written and photographic inventory of all personally-owned tools used in the performance of their assigned duties for the County.

**6. LAUNDERING FEES.**

The County agrees to provide daily an adequate number of clean pants, shirts, jackets, or coveralls for the following classifications and personnel:

- Traffic Operations Specialist
- Traffic Signal Electrician
- Traffic Signal Lead Electrician
- Ferry Operator
- Integrated Vegetation Management Coordinator
- Transportation Maintenance Specialist I
- Transportation Maintenance Specialist II
- Transportation Maintenance Specialist III
- Transportation Maintenance Specialist IV
- Transportation Maintenance Technician, Senior
- Transportation Maintenance Technician
- Equipment Maintenance Coordinator
- Mechanic, Senior
- Mechanic
- Heavy Equipment Mechanic
- Heavy Equipment Mechanic, Senior
- Welder/Fabricator
- Procurement Coordinator
- Weighmaster
- Motor Carrier Safety Coordinator

**7. CDL AND FERRY OPERATOR'S LICENSE – PHYSICAL EXAMINATION.**

Any employee who is required to maintain a valid Commercial Driver License (CDL) as a condition of employment shall also be required to maintain a valid Medical Examiner's Certificate. Any employee who is required to maintain a valid Ferry Operator's License as a condition of employment shall also be required to maintain the equivalent of a valid Medical Examiner's Certification. For employees who choose to have the physical examination conducted by a County provided physician, the County agrees to pay the incurred cost and provide up to a maximum of two (2) hours of paid leave time during a regularly scheduled work day for such medical examination. If an employee chooses to have the physical examination on a regular day off, the County will pay only the incurred cost of the examination and will not provide any paid leave time. In order to be eligible for the paid examination and paid leave time, the examination must be scheduled through the Safety Coordinator's office.

## **ARTICLE 25 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY**

Many classifications within the bargaining unit require the employee to maintain a valid driver's license. When a driver's license is suspended or revoked, the County will make reasonable efforts for the employee to continue performing their regular duties. Such efforts will be based on the percentage of driving required by the position and work availability. Decisions concerning situations shall be fact driven and based on departmental workloads and availability of productive work.

### **1. LICENSE SUSPENSION POLICY.**

This policy covers all bargaining unit employees required to hold an Oregon Drivers License/Commercial Drivers License/U.S. Coast Guard Ferry Operator License to perform the essential functions of their job, and is subject to all applicable State and Federal laws.

Any revocation or suspension of license(s) is subject to the following:

#### **Employees requiring a "Class C" Driver License**

- A. For a loss of driving privileges up to, and including, forty-five (45) calendar days, the County will assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. If work is not available, the employee may utilize any accumulated vacation or comp time during this period. The employee may be subject to a "Last Chance Agreement".
- B. For the loss of driving privileges exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee's return to duty may be subject to a "Last Chance Agreement".
- C. If any loss of driving privileges is due to substance abuse – either alcohol, prescription drugs, or non-prescription drugs, and treatment is ordered by the court or other legal authority, the employee will provide written verification to the County, from the treatment provider, verifying that the employee has undergone the appropriate treatment.
- D. For the loss of driving privileges exceeding ninety (90) calendar days, the employee may be discharged.

#### **Employees requiring a "Commercial Driver License" (CDL)**

- A. For any loss of driving privileges up to, and including, forty-five (45) calendar days, the County will assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. The employee may be subject to a "Last Chance Agreement".

- B. For the loss of commercial driving privileges (CDL) exceeding forty-five (45) calendar days up to one (1) year, where the employee is able to utilize their class "C" driver license, the County will assign/provide work at a reduced pay rate that the employee can perform without the requirement of the CDL license. This reduced rate shall be one (1) step below their current pay step in their current classification or 3.5% below their current pay rate, in salary grades with no steps. The employee may return to regular duties, at their regular rate of pay, upon acquiring the appropriate driving privilege (or license reinstatement). The employee may be subject to a "Last Chance Agreement".
- C. For the loss of all driving privileges (CDL & class "C") exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee may be subject to a "Last Chance Agreement".
- D. For the loss of all driving privileges (CDL and Class C), exceeding ninety (90) calendar days, the employee may be discharged.

**Employees requiring a "U.S. Coast Guard Ferry Operator License"**

- A. For any loss of ferry operating privileges up to, and including, forty-five (45) calendar days, the County may assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. If work is not available, the employee may utilize any accumulated vacation or comp time during this period. The employee may be subject to a "Last Chance Agreement".
- B. For the loss of ferry operating privileges exceeding forty-five (45) calendar days the employee may be discharged.

**Probationary Employee**

- A. Probationary employees who lose driving/ferry operating privileges shall be subject to termination.

**2. ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY.**

- A. Employees seeking treatment for drug or alcohol abuse will be encouraged and supported in doing so.
- B. The employee may return to the employee's position upon completion of an inpatient/residential treatment program and/or may remain in their regular position while participating in an ongoing, outpatient treatment program without penalty or jeopardizing the employee's employment with the County.
- C. Time used for purposes of assessment, evaluation, counseling, and treatment of alcohol and drug dependency may be charged against accrued and available sick leave. Use of accrued and available vacation leave for the above-stated purposes related to alcohol or drug dependency shall be in accordance with the same requirements which would apply to any other



illness or injury. If no sick leave or vacation times are available for an employee to use for these purposes, an employee may use leave without pay as long as the employee's supervisor is properly notified.

- D. A voluntary confidential support network of fellow bargaining unit employees will be available to employees with alcohol and/or drug dependency problems to be utilized in times of need.

Given the importance of having our employees aware of available help, we suggest the County provide updated information on available assistance from the Employee Assistance Program on a continuing basis.

## **ARTICLE 26 - SAVINGS CLAUSE**

Should any Article, Section or Portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or Portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or Portion thereof.

## ARTICLE 27 – OVER/UNDER PAYMENTS

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

### 1. UNDERPAYMENTS

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Manager, 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.

### 2. PAYMENTS IN ERROR

When an employee receives payments due to a clerical, technical, or computer error, 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 eight (180) days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Manager in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification.

### 3. REPAYMENT TO THE COUNTY

As soon as the overpayment is known, the County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

The County Payroll Manager shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:

- A. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
- B. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in Section 4 below.
- C. If the overpayment amount to be repaid is more than twenty-five (\$25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five (\$25) dollars per payroll period. If an overpayment is less than twenty-five (\$25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.
- D. An employee who has a factual disagreement with the County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
- E. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.

#### **4. PAYMENT PLAN**

Employees can elect to either establish a payment plan through payroll deductions as described under 26(C)(4) or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W2 form by the amount repaid.

## ARTICLE 28 – TRANSPORTATION MAINTENANCE SERIES

The County and the Union worked collaboratively in replacing the Skill-Based Pay (SBP) plan with a more traditional classification system and pay plan. As a part of this process, the Road Maintenance Assistant classification was also incorporated into the new Transportation Maintenance Specialist series.

1. Effective March 1, 2018, the new Transportation Maintenance Specialist (TMS) classification series was implemented with the following salary grades:

<b>CLASSIFICATION</b>	<b>SALARY GRADE</b>
Transportation Maintenance Specialist 1	DTD 14
Transportation Maintenance Specialist 2	DTD 17
Transportation Maintenance Specialist 3	DTD 19
Transportation Maintenance Specialist 4	DTD 21

2. No employee will be reassigned to the TMS 4 classification. The County will determine the number of TMS 4 positions required and will run an internal/promotional recruitment for TMS employees to fill these positions following the implementation of this agreement.
3. Upon implementation of this agreement, employees reassigned from the Road Maintenance Assistant classification will be eligible for regular merit increases as scheduled. Employees reassigned from one of the SBP classifications will have a merit date established. This merit date will be based on the calendar month of the employee's last SBP advancement/step increase. The established merit date will be on the first of the applicable calendar month following (or on) March 1, 2018. For example, if the employee's last SBP advancement was May 6, 2015, their next merit date will be May 1, 2018. If an employee's last SBP advancement was November 19, 2014, their next merit date will be November 1, 2018. Assigned merit dates will be formally communicated to each employee when these changes are implemented.
4. Effective March 1, 2018, employees assigned to a TMS classification will not be eligible to receive Lead worker pay. Employees assigned to perform work in a classification above their own will receive Out of Classification pay as outlined in Article 14 (Wages), Section 3 (Out of Class Work).
5. Any SBP Bridge Maintenance Worker employed prior to March 1, 2018, who does not possess a Class A CDL will not be required to obtain a Class A CDL in order to be assigned to the TMS 3 classification.
6. Upon implementation of the TMS classification series, the SBP Road Maintenance Worker, SBP Bridge Maintenance Worker and SBP Traffic Control Worker and Road Maintenance Assistant classifications will be archived from the DTD pay plan.

## **ARTICLE 29 – DRUG AND ALCOHOL TESTING POLICY**

The County and the Union agree to abide by the Department-wide Drug and Alcohol Testing Policy for employees covered by the Federal Highway Administration U.S. Department of Transportation regulations. Said policy will not be unilaterally modified except to the extent such modifications are mandated by changes to the federal regulations. In that case, the County will provide the Union with advance notice of any such modifications. The Drug and Alcohol Testing Policy can be found on the Department's intranet page.

## **ARTICLE 30 - EQUITY, DIVERSITY and INCLUSION**

### **1. JOINT WORKING GROUP ON EDI**

The parties to this contract agree that the Labor Management Committee will serve as a joint working group to address Equity, Diversity and Inclusion issues and objectives. This work may include, but is not limited to, reviewing and integrating EDI into job postings, hiring practices, onboarding, performance reviews, and employee retention. The Labor Management Committee will closely coordinate with the department EDI groups.

### **2. EQUITY, DIVERSITY AND INCLUSION EVENTS AND TRAINING**

Employees that would like to attend Equity, Diversity and Inclusion events and training such as ERG meetings and educational trainings recommended by the Labor Management Committee may do so on County time with approval from their direct supervisor.

**ARTICLE 31 - TERM OF AGREEMENT**

1. This Agreement shall become effective as of the 1<sup>st</sup> day of July, 2021 or upon full ratification by both the Union and the County, whichever occurs last, and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2024 or the date of signing of a subsequent agreement whichever last occurs. It shall be automatically renewed on July 1, 2024 and each year thereafter unless either party shall notify the other in writing no later than March 1<sup>st</sup> that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than May 1.
2. This Agreement may be amended at any time by mutual agreement of the Union and County; such amendments shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE UNION:**

**FOR THE COUNTY:**

\_\_\_\_\_  
Dillon Hagaman  
President AFSCME-DTD/BCS

\_\_\_\_\_  
Chair Tootie Smith  
Board of County Commissioners

\_\_\_\_\_  
Rob Sadowsky  
Bargaining Team Member

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Andrea Hall  
Bargaining Team Member

\_\_\_\_\_  
Eric Sarha  
Bargaining Team Member

\_\_\_\_\_  
Ross Kiely  
AFSCME Council Representative

\_\_\_\_\_  
Dan Johnson  
Bargaining Team Member

\_\_\_\_\_  
Mike Bezner  
Bargaining Team Member

\_\_\_\_\_  
Cheryl Bell  
Bargaining Team Member

\_\_\_\_\_  
Sherryl Childers  
Bargaining Team Member

\_\_\_\_\_  
Adam Collier  
Chief Negotiator



**APPENDIX A**

CLACKAMAS COUNTY, OREGON  
PUBLIC EMPLOYEES  
DTD/BCS CHAPTER OF LOCAL 350, COUNCIL #75 AFSCME

MEMORANDUM OF UNDERSTANDING

**EXCEPTIONS TO THE FOUR DAY WORK WEEK**

Memorandum of Understanding  
By and between  
AFSCME DTD  
And  
Clackamas County

All requests for exception should be made to the employee's supervisor at least two (2) weeks prior to the date the employee is requesting the exception to take place. Individual employees may request exceptions to the four-day work week, as established below, for personal or business reasons by filling out the "Employee Request for Schedule Adjustment during Four-Day Workweek" form. Requests for personal exceptions, excluding ADA, medical exemptions or religious reasons, shall be made to the employee's direct supervisor

Exceptions to the Four Day Work Week

Exceptions may apply where required for business purposes or public service reasons. Personal exceptions may be made for ADA or medical accommodations, child or family care, educational or transportation commitments, or other personal reasons or community service commitments.

Allowances for exceptions will be made consistent with the needs of the county and may include: flexible schedules as defined in Article 7 (Hours of Work), Section 4., alternative work schedules allowing work on Friday via alternative work location, telecommuting, or other creative options.

Requests for individual exceptions to the regular schedule will be prioritized by the following order of importance:

1. ADA or medical accommodations (requires application and physician documentation) or religious accommodation requests. **This category of importance will be reviewed through Human Resources.**
2. Child care or family care center hours and contractual obligations to drop off or pick up family.
3. Educational commitments (previously scheduled classes) or transportation schedules (need to catch a bus, carpool that have limited options for alternate times).
4. Other personal reasons or community service commitments.

If the request is denied, the employee may appeal the Supervisor's decision:

- a) To the Department Director.
- b) If an employee's personal exception request is denied by the Director, the employee may appeal the denial to the Human Resources Director, or designee, whose decision will be final and

not subject to the grievance and arbitration process of the collective bargaining agreement.

Denials of requests must be in writing and provide an explanation for the denial. Denials cannot be for arbitrary and capricious reasons

\_\_\_\_\_  
For Clackamas County

\_\_\_\_\_  
For AFSCME

## COVER SHEET

New Agreement/Contract

Amendment/Change/Extension to \_\_\_\_\_

Other \_\_\_\_\_

Originating County Department: Human Resources

Other party to contract/agreement: AFSCME - DTD/BCS

### Description:

Ratification of the 2021-2024 Labor Agreement with AFSCME- Department of Transportation and Development & Business and Community Services for represented employees. Total value is \$4,782,696. Funding is through State and Federal funds, fees and fines and other budgeted funds such as County General Funds.

After recording please return to: Eric Sarha, Deputy HR Director

County Admin

Procurement

If applicable, complete the following:

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Board Agenda Date/Item Number: \_\_\_\_\_