



MEMORANDUM

TO: Clackamas County Board of County Commissioners
FROM: Gary Schmidt, County Administrator
RE: Documents Signed on Board's Behalf During Recess
DATE: January 9, 2025

REQUEST: This is an update only about four contracts signed on the Board's behalf by the County Administrator during the Board's recess from December 19, 2024 to January 6, 2025.

BACKGROUND: Per County Code Appendix C, C-050-0100 (5), the County Administrator has the authority to sign contracts on behalf of the Board of County Commissioners, in any dollar amount, when the Board is on recess for at least two weeks. The following four documents were signed during the Board's recent recess:

- Human Resources:** Approval of an Amendment to a Contract with Canopy Wellbeing for Employee Assistance Program Services. Amendment Value is \$360,000 for 3 years. Total Agreement Value is \$779,970 for 7 years. Funding is through fees paid by County departments, retirees and COBRA beneficiaries, which includes a small portion of budgeted County General Funds.
- Human Resources:** Approval of the 2024-2026 Labor Agreement with AFSCME-Clackamas County Communications Center for represented employees. Total Contract Value including benefits is \$2,125,569 for 2 years. Funding is through Oregon Emergency Communications Tax funds and dispatch agency user fees, which includes approximately \$492,883 of County General Funds.
- Human Resources:** Approval of the 2024-2028 Labor Agreement with AFSCME-Water Environment Services for represented employees. Total Contract Value including benefits is \$8,819,635 for 4 years. Funding is through ratepayer fees, sewer charges, surface water charges and system development charges. No County General Funds are involved.
- Human Resources:** Approval of the 2024-2028 Labor Agreement with AFSCME-Department of Transportation & Development for represented employees. Total Contract Value including benefits is \$24,356,353 for 4 years. Funding is through State and Federal funds, fees and fines and approximately \$824,242 of County General Funds.

The Board explicitly authorized the County Administrator to sign the collective bargaining contracts (items #2, #3 and #4) on December 17, 2024.

RECOMMENDATION: This is an update only, no further action is required by the Board.

Respectfully Submitted,

Gary Schmidt, County Administrator

Attachments:

Attachment #1: Canopy Wellbeing Contract Amendment

Attachment #2: 2024-2026 Labor Agreement with AFSCME-Clackamas County Communications Center

Attachment #3: 2024-2028 Labor Agreement with AFSCME-Water Environment Services

Attachment #4: 2024-2028 Labor Agreement with AFSCME-Department of Transportation & Development



Evelyn Minor-Lawrence

Director

DEPARTMENT OF HUMAN RESOURCES

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

12/23/2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Contract with Canopy Wellbeing for Employee Assistance Program Services. Amendment Value is \$360,000 for 3 years. Total Agreement Value is \$779,970 for 7 years. Funding is through fees paid by County departments, retirees and COBRA beneficiaries, which includes a small portion of budgeted County General Funds.

Previous Board Action/Review	03/26/2020: BCC approval of the Original Contract with Cascade Centers Inc. 01/19/2023: BCC approval of Amendment #1 for Contract with Cascade Centers Inc.		
Performance Clackamas	1. Which indicator of success does this item affect? Build Trust through Good Government		
Counsel Review	AN	Procurement Review	Yes
Contact Person	Heather Pedersen	Contact Phone	503-742-5484

EXECUTIVE SUMMARY: The purpose of this Amendment is to approve new terms of the Employee Assistance Program (EAP) Contract. The current contract expires on December 31, 2024. This amendment extends the contract through December 31, 2027 and adds an additional \$360,000 in consideration. This Amendment also updates Exhibit A of the contract. Departments will continue to pay a \$3.30 per employee per month (PEPM) EAP fee through until January 1, 2027 when the PEPM EAP fee will increase to \$3.47, approximately 5%. County departments and employees will continue to benefit from increased engagement, productivity and benefit/needs alignment.

The EAP is a key tool for helping employees navigate personal difficulties so they can be focused at work.

RECOMMENDATION: Staff respectfully recommends the County Administrator approve the contract amendment with Cascade Centers Employee Assistance Program on behalf of the Board of County Commissioners.

Respectfully submitted,

Evelyn Minor-Lawrence
Director, Human Resources

For Filing Use Only



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

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

MEMORANDUM

TO: Gary Schmidt, County Administrator
FROM: Heather Pedersen
RE: Approval of Amendment #2 for Contract #2557 with Cascade Centers Inc., dba Canopy Wellbeing for the Employee Assistance Program Services.
DATE: December 24, 2024

REQUEST: Staff respectfully recommends the County Administrator approve amendment #2 for the County's contract with Canopy Wellbeing Employee Assistance Program (EAP) on behalf of the Board of County Commissioners.

BACKGROUND: This amendment was delayed due to the additional time required for fee negotiations for the 36-month renewal period. The current contract expires on December 31, 2024 and this amendment will ensure EAP services for employees and the County are maintained without interruption during.

An EAP provides tools and resources for emotional well-being, support for employees and families to address the inevitable issues in life. By proactively addressing issues, employees can be more engaged and productive at work.

The EAP includes six counseling sessions per year, per unrelated issue, as well as 24/7/365 crisis phone counseling, financial coaching, career development services, discounts for physical well-being activities, webinars, and more.

Canopy Wellbeing provides a substantial selection of counselors. Their panel includes masters-level clinicians to help support all employees and their eligible family members as well as clinicians with specialized training related to the needs of public safety professionals and employees whose work may expose them to secondary trauma.

Respectfully Submitted,

HeatherPed  Digitally signed by: HeatherPed
DN: CN = HeatherPed email =
HeatherPed@clackamas.us
Date: 2024.12.24 12:03:03 -
08'00'

Heather Pedersen
Deputy Director, Human Resources

Attachments:
EAP Contract Amendment #2
Staff Report

CLACKAMAS COUNTY
Exhibit A to Amendment #2

Canopy EAP Services Included	Cost
<p>Diagnosis and Treatment Planning: Up to six paid counseling sessions per unrelated incident for each employee/family unit. Sessions available face-to-face, telephonic or live online virtual sessions through secure video or chat.</p>	<p>1/1/2025 - 12/31/2025 \$3.30 Per employee per month</p>
<p>24/7/365 crisis telephone coverage: Staffed by mental health professionals.</p>	<p>1/1/2026 through 12/31/2026 \$3.30 Per employee per month</p>
<p>Promotional Materials: Electronic materials and printed materials including brochures, wallet cards, and posters.</p>	<p>1/1/2027 through 12/31/2027 \$3.47 Per employee per month</p>
<p>EAP services:</p> <ul style="list-style-type: none"> • Career Development Services • Wellbeing Text Support • Coaching, 3 phone or video sessions with a Coach to support goal setting, healthy habits, and personal development • Gym Membership Discounts • Will Kit Questionnaire • Pet Parent Resources • Concierge and resource retrieval services (caregiver, childcare, eldercare and other activities of daily living). • Housing Support, relocation and home ownership program 	
<p>Work/Family/Life Balance Services</p> <ul style="list-style-type: none"> • <i>Legal/Mediation:</i> Each covered member is eligible for one (1) initial 30-minute office or telephone consultation per separate legal/mediation matter (limit three per year). Discount of 25% from the attorney's/mediator's normal hourly rate thereafter. • <i>Financial:</i> Each covered member is eligible to receive telephonic financial coaching from certified financial consultants. • <i>Identity Theft Services:</i> 60-minute free consultation with a highly trained <i>Fraud Resolution Specialist™ (FRS)</i>. 	
<p>Interactive EAP Website</p> <ul style="list-style-type: none"> • Self-Assessments • Videos • Webinars 	
<p>LifeBalance Wellness Program: Access to services in areas such as fitness, weight management, and stress reduction to help employees improve their overall health.</p>	
<p>Reporting: Online utilization reporting and annual summary.</p>	
<p>Unlimited telephone management consultation with an EAP representative.</p>	
<p>Unlimited performance based referrals with follow-up to employer as needed. *</p>	
<p>EAP Services: Included (ten) hours can be used for</p>	

<ul style="list-style-type: none"> • Benefit Fairs • Virtual Employee and Supervisor EAP Orientations • Virtual Open Enrollment Meetings • One-Hour EAP Webinars <p>Additional EAP Services: as needed</p> <ul style="list-style-type: none"> • Critical Incident Response Services: Provided 48-72 hours following a traumatic event. Includes 24/7 consultation services to management pre, post and during. 	
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** Performance Based referrals do not include referral to Substance Abuse Professional regulated by Federal Department of Transportation.*

Additional Services Available	Cost
Any additional or on-site EAP services beyond the allotted annual hours	\$315.00 per hour, \$95.00 per hour travel
On-Site Legal Seminars: Specialized training facilitated by subject matter expert.	Price dependent upon request
On-Site Financial Seminars: Specialized training facilitated by subject matter expert.	Price dependent upon request
On-site Organizational Development: Teambuilding, conflict resolution, and other specialized training.	\$425.00 per hour \$95.00 per hour travel
Immediate Response: Canopy will provide on-site crisis counselors within 2 – 24 hours of notification of a traumatic event. Services include, check-in, supportive listening, problem-solving for immediate needs, assessment of mental / emotional health, and make recommendations as needed.	\$450.00 per hour \$200.00 per hour travel
On-Site Individual Counseling/Grief Support: Formal on-site counseling is available.	Mon – Fri 8:00 am to 5:00 pm \$425.00 per hour \$95.00 per hour travel All other hours \$450.00 per hour \$95.00 per hour travel
Leadership Professional Development 1:1 leadership coaching	Pricing dependent on scope of work

Notes:

- A minimum attendance of ten employees for Orientations and EAP Seminars are required.
- A minimum attendance of five employees for Group critical incident stress response are required.
- On-site hours not utilized one year may not be carried over into the following year.
- A cancelation fee will apply for on-site services canceled within 24 hours of the scheduled event.



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

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

December 31, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Ratification of the 2024-2026 Labor Agreement with AFSCME-Clackamas County Communications Center for represented employees. Total Contract Value including benefits is \$2,125,569 for 2 years. Funding is through Oregon Emergency Communications Tax funds and dispatch agency user fees, which includes approximately \$492,883 of County General Funds.

Previous Board Action/Review	Executive Session: December 10, 2024		
Performance Clackamas	1. Building trust through good government		
Counsel Review	Yes, on December 31, 2024 by Jane Vetto	Procurement Review	No, item is a collective bargaining agreement with a union.
Contact Person	Ryan Miller	Contact Phone	NA

EXECUTIVE SUMMARY: Clackamas County and AFSCME- Clackamas County Communication Center (CCOM) entered into bargaining for a new contract on February 23, 2024. The County and AFSCME-CCOM held twelve (12) traditional bargaining sessions. On December 6, 2024, the County and AFSCME-CCOM reached full tentative agreement on a new two (2) year contract. On December 20, 2024 AFSCME-CCOM informed the County that its members voted in favor of ratifying the tentative agreement.

Staff is presenting the 2024-2026 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 2024-2025, employees shall receive a 4.1% cost of living increase. By virtue of the union ratifying the contract prior to January 1, 2025, employees employed by the County as of the date of ratification will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2024 to the first full pay period after the effective date of ratification. (Year One total cost of base wages: \$220,666).
- Effective July 1, 2025, employees shall receive a cost of living increase equal to the percentage increase in the 2024 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5% (Year Two total cost of base wages projected on 3.5%: \$196,097).

Total Cost of Base Wages for Life of Contract: \$416,763

Life Insurance

Effective within sixty (60) calendar days of ratification of the contract, the life insurance death benefit shall be increased from \$50,000 to \$75,000.

Projected total cost for Life of Contract: \$4,248

Health Reimbursement Account (HRA)

Eligible employees shall receive an annual HRA/VEBA contribution increase from \$50 to \$100.

Projected total cost for Life of Contract: \$4,100

Deferred Compensation Plan

For those enrolled in the employee-paid deferred compensation plan, employees shall receive an increase to the county's contribution from a match of up to three percent (3%) to a match of up to three and one-half percent (3.5%).

Projected total cost for Life of Contract: \$40,581

Longevity

Employees shall receive a 0.50% increase in longevity pay as a percentage of gross salary for seniority in 5, 10, 15, and 20 years of continuous service. The new rates are as follows: 1.5% at 5 years, 2% at 10 years, 2.5% at 15 years, and 3% at 20 years.

Projected Total Cost for Life of Contract: \$21,205

Certificate Pay

Effective the first full pay period following ratification employees who hold a DPSST Certificate in dispatching will receive an increase in the amount of incentive pay. For intermediate certification, an increase from \$25 to \$75 per payroll. For advanced certification, an increase from \$50 to \$125 per pay period. **Projected total cost for Life of Contract: \$33,564**

The cost information provided reflects the status quo fiscal impact under the new contract, as included in prior staff reports but was not part of negotiations. The listed costs represent anticipated increases in insurance premiums set by providers, with the County/employee cost split remaining unchanged.

Employer Paid Health and Welfare Benefits

Status quo, no additions or changes.

Projected Total Cost for Life of Contract: \$1,605,108

Term of Agreement

2-year contract, set to expire June 30, 2026.

RECOMMENDATION: Staff recommends the Board approve the attached contract Between Clackamas County and AFSCME-CCOM and authorizes the Chair or designee to sign on behalf of the County.

Respectfully submitted,



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

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands on this 31st day of
December, 2024.

FOR THE COUNTY



Gary Schmidt, County Administrator,
on behalf of the Clackamas County
Board of Commissioners
12/31/2024

Date

Cheryl Bledsoe, Director C-COM

Date

Adam Collier, Chief Negotiator

Date

Anthony Collins, Bargaining Member

Date

Sherryl Childers, Bargaining Member

Date

Ryan Miller, Bargaining Member

Date

FOR THE UNION

Tessa Brooks, AFSCME Council
Representative

Date

Kayla Brenner, President, AFSCME
Local 350-7

Date

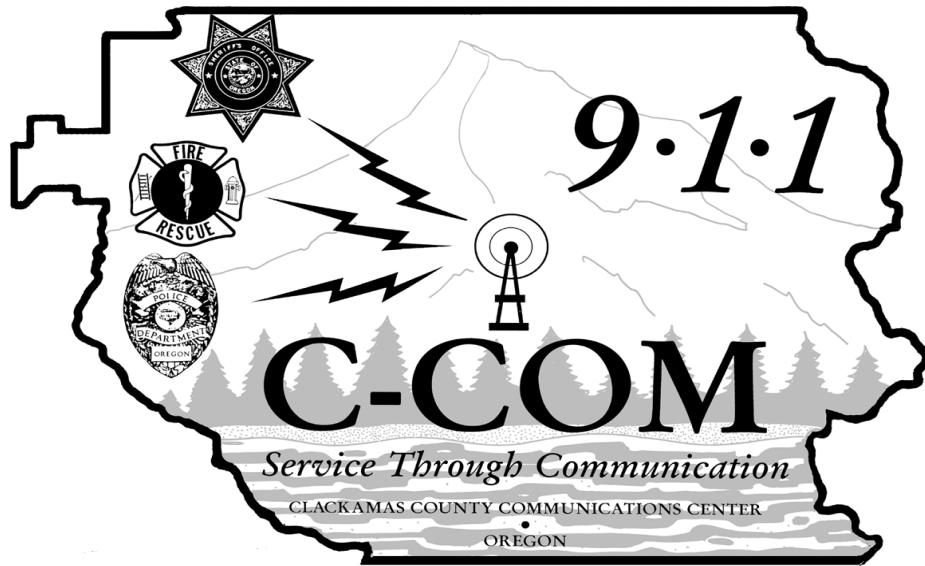
Victoria Scholes, Vice President,
AFSCME Local 350-7

Date

Fred Yungbluth, Local 350-7 Member

Date

COLLECTIVE BARGAINING AGREEMENT



Between
CLACKAMAS COUNTY, OREGON
And
**CCOM EMPLOYEES
LOCAL NO. 350-7,
AFSCME COUNCIL 75
AFL-CIO**
July 1, 2024
through June 30, 2026

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PREAMBLE

This Agreement is entered into between Clackamas County, Oregon, hereinafter referred to as the "County" and Clackamas County 'C-Com' Employees Local 350-7, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the "Union." The purpose of this agreement is the promotion of harmonious relations between the County and the Union; and the establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - 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 full-time and regular part-time Call Takers, Dispatchers and Non-operations staff employed by Clackamas County, excluding supervisory and confidential employees as defined by ORS 243.650.

ARTICLE 2 – DEFINITIONS

1. REGULAR EMPLOYEE

A regular employee means any employee who has been appointed to a position in the classified service in accordance with the law governing regular appointments and who has successfully completed their probationary period.

2. REGULAR PART-TIME EMPLOYEE

A regular part-time employee means a part-time employee who works less than thirty (30) hours per week on a regular basis.

3. CERTIFIED

Means an employee who is fully trained and meets agency training guidelines for either the classification of Call Taker or Dispatcher, or special role in which they serve (examples include: CTO, QAE or “operations-certified” TQACs).

4. OPERATIONS STAFF

Refers to the employees and activities that support direct 911 services. These include Call Takers, Dispatchers, Trainees, and operations-certified TQACs which focus primarily on 911 actions.

5. REGULAR PART-TIME CERTIFIED EMPLOYEE (PTE)

A part-time Call Taker or Dispatcher who previously had been certified for a period of at least 18 months. The employee must have current DPSST, EMD, CPR and First Aid certifications at the level they held and be in good standing at separation from C-COM.

There will be at least 13 weeks, but no more than 180 days, separation from County employment prior to hire as a PTE. Eligible candidates will be placed on an eligibility list for reconsideration at the time of their separation from C-COM.

Once re-hired, the PTE will go through an orientation with C-COM similar to employees who return from leave to ensure that skills are current and policy/procedures knowledge is updated.

PTE schedules will be established based on identified regular need, not to exceed (4) hour shifts and be regularly scheduled, to remain less than 20 hours per week. Shift bid for PTE's will follow the same rules as FTE, within the PTE classification.

PTE positions could apply for Call-Taker and Dispatcher FTE positions and be considered as experienced Metro Area Joint CAD system (MAJCS) Employees.

6. DISPATCHER (D1)

Means Communications Dispatcher fully certified in all 3 disciplines.

7. CALL TAKER

Means a Call Taker who works in the Communications Call Taker classification.

8. CALL TAKER TRAINEE

Means employee in Call Taker training who is not yet certified in any discipline.

9. T2 (TRAINED TO TWO)

Means a Dispatcher Trainee who has been certified in call taking and one (1) full dispatch discipline (either Fire or Law) who may work shifts in the discipline in which they are signed off.

10. DISPATCHER TRAINEE (DT)

Means an employee in Dispatcher training who is certified as a Call-Taker but who has not yet certified fully as a Dispatcher.

11. COMMUNICATIONS SHIFT LEADER (D2)

Means a dispatcher who has been promoted to serve in a “lead” capacity and is responsible for the smooth coordination of their shift. They serve as subject matter experts, mentors, schedule board coordinators and communicate any concerns to a C-COM supervisor.

12. TRAINING QUALITY ASSURANCE COORDINATORS (TQAC)

Means an employee who has been promoted to or hired into a program coordination role within C-COM. The three programs coordinated by TQACs include the Training Program, Quality Improvement Program, and Emergency Medical Services Program. Persons serving in these roles may maintain their dispatcher certification, if internally promoted. If they perform these duties and maintain their dispatch certification, elements of the contract which apply to certified dispatchers would also apply to TQACs, unless specifically called out by their classification title.

13. NON OPERATIONS STAFF

Means an employee who serves in the classifications of Communication Technical Systems Coordinator, Administrative Assistant, and non-dispatch certified Training and Quality Assurance Coordinator.

14. ABBREVIATIONS

The following abbreviations may be used when referring to the different classifications within the contract:

DT	=	Communications Dispatcher Trainee
T2	=	Communications Dispatcher Trainee certified in one (1) dispatching discipline and call taking
CT	=	Communications Call Taker
D1	=	Communications Dispatcher 1
D2	=	Communications Shift Leader
TQAC	=	Training and Quality Assurance Coordinator
CTO	=	Certified Training Officer
QAE	=	Quality Assurance Evaluator
EMS	=	Emergency Medical Services

QA/QI = Quality Assurance / Quality Improvement

15. JOB SHARE

“Job Sharing Position” means a situation in which no more than two (2) individuals on a 50/50 shared time basis perform the duties and responsibilities of the one (1) full-time position. To be a job share, the two (2) employees must ONLY be performing the duties that would be assigned if the position was filled by one (1) full time employee.

16. STAFF ENHANCEMENT

“Staff enhancement” refers to additional employees scheduled for particular shifts for special events, training purposes, or other situations in which additional staff are required to cover the anticipated workload.

17. OPEN SHIFT OR HOURS

“Open shift or hours” refers to shifts or hours which count towards the staffing levels, but which do not have a regularly scheduled employee assigned to work.

18. EMERGENCY CONDITIONS

Significant events/conditions such as Emergency Conditions refer to circumstances above "normal operations" which may include the need for enhanced staffing, activation of the departmental Continuity of Operations Plan, or declaration of emergency by the County. C-COM Director shall actively signify to the bargaining unit leadership that the department is operating under "emergency conditions" when this occurs so there is no confusion among the membership and what may be expected as it relates to departmental operations.

ARTICLE 3 – SENIORITY

- A. Seniority will be established based on hire date to the classification.

Employees who have been promoted from any certified position (e.g., CT, D1, D2) to a non-represented position or a non-operations position within the department, who return to a previous bargaining unit classification (e.g. Operations Supervisor to D1/D2, any Technical position to D1) will retain their original seniority date of hire to the returning classification if they return to the position within six (6) months of their last dispatch classification.

A Dispatch Trainee (DT) will accrue seniority within their classification as a DT. There are two ways this seniority time may be applied. If a DT completes Dispatcher Certification, this accrued time will be added to their Dispatcher (D1) seniority and D1 seniority date will become the date of promotion to the DT classification. If a DT demotes back to Call-Taker, the seniority date for the employee as a Call-Taker will remain as their original CT seniority date as if they had not left the CT classification.

Non-operations employees within the bargaining unit or employees who have been promoted to a non-represented position within the department, who occupy the position for more than six (6) months and subsequently return to a previously held dispatch classification (e.g. Administrative Assistant to D1/D2, Operations Supervisor to D1) will have a new effective seniority “date of hire” based on their total time within that dispatch classification.

In the event that an employee changes classification, their original classification seniority will be frozen and they will begin accruing seniority in their new classification. In no event shall an employee accrue seniority simultaneously in more than one (1) classification or be allowed to transfer their seniority from one classification to another (with the exception of Section D, paragraph 2 of this Article below). Employees are allowed to voluntarily demote to another classification no more than once every twenty-four (24) months from the date of the classification change.

Employees who leave the bargaining unit and full time employment with C-COM and/or the County, and who subsequently return to a previously occupied classification in the bargaining unit within six (6) months, will retain their original seniority date(s) of hire in the classifications in which they served while previously employed at C-COM. Employees will only be allowed to return at the Director’s discretion. If the employee returns after six (6) months, their seniority will be defined as beginning on their most recent date of hire.

- B. When more than one candidate is hired on the same date, seniority will be determined by the prioritized ranking of the candidates, taking into consideration mutually agreed upon recruitment testing processes and interview performance. In the event of a tie with the combined test scores, seniority with those with tied scores would be determined based on the candidates’ placement from the department

interview. The higher the score or placement on the department interview panel, the higher the seniority will be.

- C. For purposes of Shift Bid under Article 7 (Hours of Work), Section 5, seniority for Call Takers (CT) is defined as the date of hire within the classification.
- D. For purposes of Shift Bid under Article 7 (Hours of Work), Section 5, seniority for D1 (Communications Dispatcher 1) is defined as date of hire as a DT or D1.

If a D2 demotes to D1 they will retain their original D1 seniority date of hire.

- E. For purposes of Shift Bid under Article 7 (Hours of Work) Section 5, seniority within the D2 classification shall be defined as the date of hire within the classification.

If the employee should exercise a voluntary demotion to the D1 classification and subsequently returns to the D2 classification within six (6) months, their D2 seniority shall be defined as total time served within the classification.

The formula for establishing the new effective seniority "date of hire" for a D2 will be determined by counting backward from the most recent promotion date by the actual number of days previously served within the D2 classification.

If an employee has voluntarily demoted to D1 classification for longer than six (6) months, or has been demoted to the D1 classification in a just cause disciplinary action and subsequently returns to a D2 classification, the seniority shall be defined as beginning on the date of the last promotion.

- F. For purposes of Vacation Bid, Article 9 (Vacation), Section 4 (Vacation Schedule Sign Up), seniority is defined as the seniority date of hire with C-COM.
- G. For the purposes of Overtime Schedule, Article 14 (Wages), Section 8 Overtime Scheduling, seniority is defined as the seniority date of hire with C-COM.
- H. For the purposes of Longevity, Article 14 (Wages), Section 15 (Longevity Payment), seniority is defined as total continuous County service as defined in 2.05.200.8 of the County Personnel Ordinance.
- I. For the purposes of Layoff and Recall, Article 18, seniority is defined as total continuous service within the County for those employees with a C-COM hire date prior to 7/1/00; within the department for those employees with a C-COM hire date on or after 7/1/00.
- J. For the purposes of part-time Regular status, seniority accrual will be pro-rated based on the established percentage of 1 FTE.

- K. The following describes the hiring process when an employee has voluntarily separated employment with the County and has reapplied for the same classification, pending agency approval:

	0-179 days since resignation	Over 180 days since resignation
Vacation Accrual Schedule	Reinstated to previous schedule	New date starts at most recent hire date
Sick Leave	Reinstated to previous bank balance	All previous credit is lost, and most recent hire date is new beginning
Longevity Schedule	Reinstated to previous schedule	All previous credit is lost, and most recent hire date is new beginning
Pay Scale	Reinstated to previous schedule	All previous credit is lost, and most recent hire date is new beginning
Seniority	Time in class is frozen but other employees will continue to gain seniority per CBA	New date starts at most recent hire date with no credit for previous time

ARTICLE 4 – 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 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 negotiations insofar as this right does not affect the meaning, interpretation or application of any other term of this Agreement.

1. The determination of the governmental services to be rendered to the citizens of Clackamas County, Oregon.
2. The determination of the County's financial, budgetary and accounting 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 create or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract for work.

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

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 in accordance with the terms of the contract between the employee and the Union. 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 certifies to the County as the monthly dues approved by the members of the Union shall remain as the 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.

The County will not be liable for check-off errors, but will make proper adjustments with the Union for errors as soon, as is practicable if notified within ten (10) consecutive 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 check off, an up-to-date 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 Section 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 – PEOPLE and AVIP

1. To the extent allowable by law, employees may authorize payroll deductions for the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) or AVIP (AFSCME Values In Practice). The Union agrees to provide the Employer a list of employees that are making PEOPLE and/or AVIP contributions and amount deducted per employee on a monthly basis in the same report it provides to the County for dues deduction as required by Article 5.
2. 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.
3. 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 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

“Regular Hours” refers to the hours of the shift that a D1, D2, or Call Taker has bid on and has been assigned in shift bid or is assigned at sign off. The regular hours of work each day for Operations employees shall be consecutive except for interruptions for a paid lunch break and two (2) twelve (12) minute paid breaks. Non-Operations, TQAC’s, and Part-time employees will have regularly scheduled hours of work that may be adjusted via mutual agreement between the employee and their supervisor to meet the needs of their position. Regular hours do not apply to trainees, to include T2’s, who are actively in a training status.

2. WORK WEEK

The workweek will be based on the following staffing levels:

The standard workweek for full time Dispatchers, Shift Leaders, and Call Takers is four (4) days on, three (3) days off with ten (10) hour shifts.

Trainees will work four (4) days on, three (3) days off, ten (10) hour shifts. Trainees’ work schedules for on-the-floor and off-the-floor training may be altered by mutual agreement between management and Union leadership.

Exceptions may be made to trainee work schedules for off-the-floor training needs.

The Non-Operations staff shall have a regular work schedule of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. Upon the request of the employee and with approval of the director, the non-Operations staff may work a different schedule as long as it totals 40 hours per week and has consecutive days off. Non-Operations employees shall be charged for vacation and sick leave according to their schedule, e.g., for a ten (10) hour schedule, ten (10) hours would be charged.

The parties agree to continue their existing committee to evaluate all future scheduling options that meet user interests, employee interests, and operational needs.

Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and county requirements for submitting timesheets.

3. REST PERIODS

All employees' work schedules shall provide for a rest period of twelve (12) minutes during each one-half (1/2) shift. Rest periods shall be taken in approximately the middle of the one-half (1/2) shift.

4. LUNCH PERIODS

Employees shall be granted a paid lunch period of thirty (30) minutes for five (5) – six (6) actual hours worked, forty-five (45) minutes for seven (7) – eight (8) actual hours worked, one (1) hour for nine (9) – thirteen (13) actual hours worked, or one and one-half (1 ½)

hours for fourteen (14) – sixteen (16) hours worked. The one and one-half (1 ½) hour lunch period can be split to sixty/thirty (60/30) minutes at the request of the employee so long as it does not prohibit other employees from taking their lunch periods and it works in the schedule.

Operations employees will be allowed to leave the Center for their lunch break provided that they shall remain on-call and available for duty within a fifteen (15) minute radius of the Center. If scheduled staff is short, or in exceptional circumstances where workload dictates, lunches may be canceled or employees may be required to remain in the building.

Missed lunches will be paid at additional straight time for actual time missed during recall.

5. SHIFT SCHEDULE

- A. Subject to the needs of the County, employees shall be assigned to shifts by seniority.
- B. Operations employees shall be allowed to bid on shifts once a year, by seniority, during the month of December, with shift assignments effective as soon as is practical after the following March 1, but no later than March 15. Each classification (D2, D1, CT) shall have its own set of available shifts.
- C. Call Takers will bid on shifts separate from D1/D2 shift bid.
- D. If a D1 shift is vacated that was originally offered to D2s and then converted to a D1 shift, the shift then would be first offered to the D2 whose shift is the most similar to the available shift. If a Call Taker shift is vacated and if the shift is not eliminated, only Call Takers will be allowed to bid on the vacated shift.
- E. Permanent shift vacancies created by changes in times, terminations, layoffs, transfers, promotions, etc. shall be posted for seven (7) calendar days. Employees shall be able to bid for such vacancies by seniority.
- F. Employees off on vacation may bid by letter or phone, as long as such letter or phone call is received prior to the completion of the seven (7) calendar days. Should another shift opening occur as a result of the above vacancy, that opening will be posted for a minimum of 72 hours.
- G. Any employee required to make a shift change with less than eight (8) calendar days' notice shall receive time and one-half (1½) compensation for all hours worked for that period of time which is less than the eight (8) day period, except for employees in training who are routinely required to rotate for shift visits and schedule "ride-alongs" and "geo-tours" before final training sign off.
- H. During shift sign up, Management will designate shifts that may be removed or added for coverage. When possible, schedule balancing will coincide with vacation bidding.

- I. All shift openings will be APAGED and emailed to all affected C-COM employees.
- J. Management will designate shifts of T2s in paused status, consistent with the standard work week of four (4) days on and three (3) days off, ten (10) hour shifts.

6. STAFF AND TRAINING MEETINGS

Two training/staff meeting days, including alternates when feasible, will be scheduled by management each calendar year. Attendance is required. These two training/staff meetings will be scheduled before each vacation sign-up period and posted on the vacation signup calendar.

Management may also schedule additional optional training/staff meetings scheduled not less than 45 days in advance of the meeting dates.

7. STAFFING LEVELS

The following staffing levels are established only for the purpose of determining when it is permissible for the County to impose mandatory overtime or cancel vacations:

- A. Dispatch staff including D1 and D2

<u>Hours</u>	<u>Number of trained dispatchers</u>
0100 to 0300	5
0300 to 1000	4
1000 to 0100	6*

“Staff enhancement” postings do not count toward the staffing levels.

T2s may count toward staffing levels provided that enough D1s or D2s are on duty to allow breaks.

*The staffing number between 1000 to 1500 will be five (5) when total trained dispatch staff is below 22 and/or the service net is not operational during those hours. If the service net is open at 1200, the staffing numbers will be five (5) from 1000 to 1200 and six (6) from 1200 to 0100. If the service net is not open at 0200, the staffing number will be four (4).

When dispatch staffing is above 28 certified personnel, management and the Union will meet to discuss whether to increase minimum staffing.

8. COMPUTATION OF OVERTIME

For purposes of computing overtime, hours of work shall include all County paid leave.

9. LIMITS ON HOURS WORKED

An employee may not work more than sixteen (16) consecutive hours. In the event an

employee works sixteen (16) consecutive hours, that employee must have eight (8) consecutive hours off. All employees must have eight (8) hours off in every twenty-four (24) hour period. Every employee shall take at least two (2) days off within any calendar month. Exceptions to these limits may be made by the Communications Director in emergency circumstances.

For shifts beginning between 1400-0000 the clock starts at 1200 and runs for a twenty-four (24) hour period. For all other shifts, the clock starts at 0000 and runs for a twenty-four (24) hour period.

10. TECH TEAM STANDBY AND OFF HOURS CALLOUT PAY

Tech Team employees are required to be on the standby list to respond to calls while off duty. A standby assignment will be designated in seven-day increments. The County will maintain a standby list and Tech Team employees will be rotated through the standby assignment. An employee assigned to standby will receive one and a half (1.5) hours of straight time for each standby day. Upon mutual agreement between Tech Team employees, and with managerial notification, Tech Team employees can trade seniority assignments for no less than one (1) day. Trading does not absolve any member from their standby duty. Time spent on standby shall not be considered time worked for purposes of calculating overtime except those hours in which the employee is actually called and required to work.

During the period in which an employee is assigned to standby, the employee shall remain available and fit for work assignments during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby assignment.

An employee assigned to standby must respond to the initial contact within twenty (20) minutes via phone call or text. If the employee's presence at the worksite is required, the employee must report to work within a period of one (1) hour of receiving the request.

An employee assigned to standby who responds to a work-related phone call that does not require the employee to respond to the worksite shall be compensated at the overtime rate for the time actually spent responding to the call, related calls, and time spent logging or recording required information about the call. If the employee is required to report to the worksite, the employee will be compensated at the overtime rate from the time of the call until their work ends, as well as for the time spent traveling home (travel time not to exceed one (1) hour). The overtime hourly rate of pay will be calculated in fifteen (15) minute increments.

In the event an employee does not respond to a request to report for duty while assigned to standby, or fails to respond within the timelines described above, the employee automatically forfeits the standby compensation and may be subject to disciplinary action. Tech Team employees are eligible for sabbatical from being on standby for a one (1) month period after a County-recognized life altering event with approval from the C-COM Director.

ARTICLE 8 – HOLIDAYS

1. HOLIDAYS

The following holidays shall be recognized and observed as paid holidays for all non-certified, and non-dispatch employees.

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 19th)
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 (1) personal leave day granted to each employee equal to the employee's regular shift length at the beginning of the calendar year, January 1. Floating holiday must be used within the calendar year in which it is given and may not be converted to vacation accrual, unless reasonable time requested is denied three times. New employees who qualify for paid holidays are eligible to receive the floating holiday after 90 calendar days of employment. Floating holidays shall be used according to the sections below relating to operations and non-operations staff.

3. OPERATIONS STAFF

To receive pay for a holiday, the employee must be in a paid status, defined as regular wages or County accrued leave, 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.

In lieu of paid compensation for the above listed holidays, including floating holidays as described below, operational employees (CT, DT, D1, D2, TQACs) who maintain dispatch certification will accrue eight and four-tenths (8.4) hours of additional leave time per month. This time will be added to existing vacation balances. New employees will have eight and four-tenths (8.4) hours added to the vacation balance after the first full month of employment. TQAC positions, without dispatcher certification, shall fall under the "non-operations, non-certified" section of this Article.

Any trainee, Call Taker, D1 or Shift Leader shall receive an extra one-half (1/2) time pay for every hour worked on one of the major holidays (Independence Day, Thanksgiving, and Christmas) such that: regularly scheduled work shall be compensated at one and one-half times the employee's regular rate of pay, voluntary overtime at two (2) times the employee's regular rate of pay, mandatory overtime at two and one-half times the

employee's regular rate of pay, and GAP at three (3) times the employee's regular rate of pay. There shall be no other premium pay for work on a major holiday.

Effective January 1, 2022, Operations staff are permitted to take their accrued floating holidays under the following conditions:

- Personal holiday time may be used upon request if an employee is on leave and has exhausted all other leave banks; and
- Employees must request at least 24 hours ahead of time; and
- No floating holidays permitted the day before, the day of, or the day after any of the major holidays (Independence Day, Thanksgiving, and Christmas); and
- Only one operations staff member per hour can be out on floating holiday; and
- Supervisor or management approval will be needed if GAPs will be created at the time of the request.

4. THE NON-OPERATIONS STAFF

To receive pay for a holiday, the employee must be in a paid status, defined as regular wages or County accrued leave, 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.

The non-operations staff shall be given the above listed holidays as days off with no additional pay other than regular base wage. Floating holidays shall be used in lieu of the first seniority vacation day to be taken in any given year.

Non-operations staff are subject to the following provision for taking the holiday that falls on their days off. Whenever a holiday falls on the first or second day of the employee's regularly scheduled days off, the preceding day in the regular work week shall be observed as the holiday. When the holiday falls on the third day off, the holiday shall be observed on the next regularly scheduled work day.

Employees working an 8-hour day schedule will receive eight (8) hours for the holiday.

Employees working a 10-hour day schedule will receive ten (10) hours for the holiday.

If called in to work on a holiday, the non-operations staff shall be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked, in addition to their regular salary.

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave, and no additional pay other than monthly salary shall be paid for that day.

5. REGULAR PART-TIME EMPLOYEE HOLIDAYS

Regular part-time dispatch employees, including Job Share, will accrue holiday compensation on a prorated basis based on hours worked in the pay period. However if the employee works one of the three major holidays, they will be paid at time and one half (1 ½) for all hours actually worked on the holiday.

6. ORDER OF LEAVE CANCELLATION

In order to maintain operational coverage and staffing minimums, mentioned in Article 7, Section 7, it is agreed that there may be times where requested leave time may need to be cancelled and employees be required to work. If personal/floating holiday is canceled and not able to be rescheduled, it shall roll over to the next year.

Type of Leave	Cancellation Order
Personal /Floating Holiday	1
Comp Time	2
Non-Seniority Vacation	3
SVA Round 3	4
SVA Round 2	5
SVA Round 1	6

ARTICLE 9 – VACATION

1. ACCRUAL

A. Vacation Option – New Hires.

New employees upon initial hire will have the one-time option to choose to either have their first years' worth of vacation leave frontloaded into their vacation leave bank in accordance with County Employment Policy and Practice (EPP) #66 – Vacation Leave or accrue vacation on a period basis in accordance with subsection B below.

Employees who choose the frontload option for the first year of employment will start accruing vacation leave effective the first day of their second year of employment in accordance with subsection B(1) below.

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 27(C).

Should a new hire not make a selection, they will be defaulted into the normal accrual system outlined in subsection B below.

New employees may not request to use vacation time in the first six (6) months of employment at C-COM; however, exceptions can be made by the director or designee when vacation requests do not conflict with training schedules for internal and/or external training academies, such as, but not limited to, Oregon DPSST or EMD courses.

B. For the purpose of vacation accruals only, employees in a paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first of that month. Employees having served in the County service for one (1) full calendar month, shall be credited with ten and seven-tenths (10.7) hours of vacation leave, and thereafter vacation leave shall be accrued in accordance with the following:

1. Less than five (5) years of continuous County service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 240 hours by December 31.

2. Five (5) to ten (10) years, but less than ten (10) years of continuous County service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 240 hours by December 31.
3. Ten (10) to fifteen (15) years, but less than fifteen (15) years of continuous County service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.
4. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous County service, 192.0 hours per year, accrued at the rate of 16.0 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.
5. After twenty (20) years of continuous County service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.

2. TERMINATION OR DEATH

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

3. VACATION RETENTION

Under no circumstances shall employees lose vacation leave without paid compensation.

Employees will have the option of selling up to 100 hours of vacation leave back to the County on June 30th provided they have used at least 80 hours of vacation leave during the previous 12 months. Employees will have the option of selling up to 100 hours of vacation leave to the County on November 30 plus that which is necessary to meet the accrual cap. All employees must be at or below their maximum accumulation level on December 31, unless approved by management. Paid compensation will be at the employee's regular rate of pay.

4. VACATION SCHEDULE SIGN UP

- A. Call Takers will sign up for vacation on a separate calendar from the Dispatchers.

Dispatchers and Call Takers will sign up for seniority vacation twice each year. If there are no pending shift bids, the first sign up schedule will be posted on January 1st. Employees will be able to sign up for vacation times from January 3rd thru January 31st for vacation dates March 1st through August 31st. If there are no pending shift bids, the second sign up schedule will be posted on July 1st. Employees will be able to sign up for vacation times from July 5th to July

31st for vacation dates September 1st through the last day of February of the following year. During either vacation bid, if there are pending shift bids, the vacation bid times will be posted as soon as possible and the bid process will begin at least 48 hours after bid times are posted.

Dispatch certified TQACs' vacation bid will mirror the Dispatchers and Call Takers process for vacation bid and they will sign up for vacation on a separate calendar from Call Takers and Dispatchers.

For purposes of this Article, a pending bid shift is one that is planned, expected, or announced within two (2) weeks before the vacation bid first round start date. This includes retirements, resignations, promotions, demotions sign offs, or any other situation that would cause a shift bid.

Employees will reserve vacation by descending order of seniority. Employees are responsible for tracking their own bid times. An employee who misses their respective bid time forfeits any seniority bumping rights to those that already have submitted timely bids. However, they may be allowed to submit their respective bid (first round, second round, or third round) any time before the end of the least senior person's bid time for that round or at a mutually acceptable time.

Example: Dispatch A in seniority misses their bid time during the second round. Second round bid shift continues with four (4) more employees timely submitting their second round vacation bids. Dispatcher A remains eligible to submit a vacation bid up to one week (four consecutive shifts) at that time but has no right to bump any vacation for the four (4) employees who made timely submissions.

For one signup period per year, in the first signup round, each employee may reserve up to eight (8) shifts in no more than two blocks of up to four (4) days each. For the other signup period during the same year, in the first round, each employee may reserve up to four (4) shifts in no more than one block of four (4) days.

For both yearly signup periods in the second round, each employee may reserve up to four (4) additional shifts in a single block.

For both yearly signup periods in the third round, each employee may reserve the remaining number of hours that they are entitled off as vacation leave.

If there are no conflicts, the second block of time reserved may be an extension of the first reservation. Vacation time placed during the open sign-up shall be considered approved at the completion of the sign-up period, except management reserves the right to cancel or change vacations to ensure adequate staffing.

- B. Vacation leave shall be scheduled through the Operations Supervisor with final approval from the Communications Director. On days other than the three major holidays (Independence Day, Thanksgiving, and Christmas) no more than three (3) dispatchers, one (1) Call Taker, and one (1) TQAC may be scheduled for vacation leave in any one (1) day, nor more than two (2) dispatchers, one (1) Call Taker, and one (1) TQAC in any one (1) hour, unless the time requested is filled on a voluntary basis by regular or part-time employees possessing the requisite skills to fulfill the employee's primary work responsibilities and requirements. On the three major holidays, no more than two (2) dispatchers, one (1) call taker, and one (1) TQAC may be scheduled for vacation leave in one day unless the time is filled on a voluntary basis by regular or part-time employees possessing the requisite skills to fulfill the employee's primary work responsibilities and requirements.

On New Year's Eve, when two (2) or fewer regularly scheduled Call Takers are working between 2000-0200, no more than one (1) Call Taker may take vacation leave during those hours.

When the number of fully trained dispatchers reaches 26, the County and the Union will meet and confer to discuss the vacation limitations in Article 9 Section 4(B) above.

- C. Accrued non-seniority request vacation hours may be used if the vacancy is posted and filled or if the remaining number of certified Dispatchers scheduled for any hour of the request does not fall below two (2) over the minimum staffing levels set forth in Article 7 (Hours of Work), Section 7 (Staffing Levels), after accounting for the vacation leave. Vacation leave used without the vacancy being filled shall be granted on a first come, first serve basis. Exceptions to this requirement may be made at the discretion of the Director, or designee on the day the shift occurs where granting non-seniority vacation without filling it would not create staffing below the levels in Article 7 (Hours of Work), Section 7, would not alter scheduled breaks, and there were no previously posted non-seniority vacation that was not filled.
- D. Dispatch Certified TQACs may use accrued non-seniority vacation hours by submitting a request to their direct supervisor. Approval will be granted based on the needs of the training department at that time. Non-seniority vacation approval will be decided on by the TQAC's direct supervisor and the OPS manager.
- E. The list of all vacation requests shall be posted in the schedule binder, accessible to all employees. Seniority requests shall be designated as such. The seniority list shall also be posted and updated when any change is made.
- F. If seniority vacation is cancelled due to staffing levels in Article 7 (Hours of Work), Section 7 (Staffing Levels), not being met, third round vacation request will be canceled before second and first round requests.

- G. The parties understand that seniority requests have precedence over non-seniority requests for the same hours in order to maintain staffing levels as outlined in Article 7 (Hours of Work), Section 7 (Staffing Levels).
- H. An employee covering for a non-seniority request will not be moved to cover for a seniority request for different hours of work (other than those originally volunteered to cover) without the "coverage" employee's approval.
- I. If an employee bids on a different shift under Article 7 (Hours of Work), Section 5(D) or 5(G), or if a trainee completes training (fully certified) and bids on a new shift, the employee shall have an opportunity for a single 4th round Seniority request vacation sign-up, unless the employee has already used their vacation allocation. If there are multiple people moving shifts at the same time, the order of bidding in the 4th round will be by the date the person was awarded their new shift in the bidding process rather than C-COM hire date.

If an employee loses their shift under Article 7 (Hours of Work), Section 5(G), a reasonable attempt will be made to accommodate previously scheduled vacation.

Vacation time placed under these special conditions shall be considered seniority vacation and as such approved at the end of the bidding process.

Restrictions/Limitations.

1. Any seniority vacation time still valid after shift bid will remain and not be considered as the single round vacation sign-up.
 2. Must be a minimum of 14 days after the beginning of the rollover.
 3. The employee's available vacation balance may be used as full or partial shifts, but must still follow restrictions outlined in Article 9 (Vacation) Section 4(B).
 4. Bumping rights do not apply.
- J. If a D1 signs up to cover a CT non-seniority or seniority vacation shift, the D1 may be moved to cover a radio position, if needed, for operations. This will not be done to cover mandatory overtime. If there is an operational need to move a D1 from a CT position, this must be approved by a supervisor and the CT time off would not be canceled because of this move nor would the D1 be required to move to cover hours not already signed up for as outlined in Article 9 (Vacation), Section 4 (Vacation Schedule Sign Up), Paragraph G.
 - K. Employees who are designated as a trainee (to include paused and active training time) for at least six (6) months maybe allowed vacation time. Trainees and T2s may bid for vacation by following the procedure below:

1. Trainees will present their vacation request to their current CTO. If their CTO approves, the trainee will then take their vacation request to the Training Coordinator, who will approve or deny the request and then it will be submitted to the Ops Manager, or designee, for final approval or denial. Vacation requests not approved or denied within seven (7) days shall be approved.
 2. T2s who are paused for more than 45 calendar days may request seniority vacation. Vacation requests must adhere to the vacation restrictions outlined in Article 9 (Vacation), Section 4(B). Requests are submitted through an Operations Supervisor and approved by the Operations Manager.
- L. Any vacation time approved while the employee is a trainee will be honored, including vacation dates that were bid upon prior to a trainee becoming fully certified.

This is an exception to the restrictions outlined in Article 9 (Vacation), Section 4(B).

- M. T2 Dispatchers, while paused, may sign up for non-seniority vacation in accordance with Article 9 (Vacation), Section 4.
- N. If a scheduled vacation request conflicts as a result of an individual's bid on a different shift, that individual will lose access to the grievance procedure on any vacation conflict caused by the shift bid.

5. ILLNESS OR DISABILITY

If an employee becomes seriously ill or disabled while on annual vacation leave, such period of illness or disability may be changed from vacation leave to sick leave, upon the request of the employee and after a statement received from the employee's physician substantiating the illness or disability, by the Director, who shall have sole discretion to make the change.

6. TRADE TIME AGREEMENTS

Trade time agreements between employees will be allowed, provided:

- A. The person working the trade will be subject to mandatory overtime using the same date as the person for whom they are working.
- B. Each Employee agrees the trade will not create overtime except for mandatory overtime.
- C. Mandatory overtime will be the only entry on the timesheet for the employee working the trade; any other compensation issues will be resolved between the trading employees.

- D. A paused T2 can trade shifts with a D1 or T2 as long as both sides of the trade are completed within fourteen (14) days and before the end of the anticipated T2 pause.

In order to comply with Fair Labor Standards Act ("FLSA") record keeping requirements a trade time slip must be completed and signed by both parties and submitted to the Director, or designee.

Call Takers will be considered for trades within their own classification and following the same procedure outlined above.

Trainees will not be considered for shift trades, with the exceptions that trade time agreements between paused T2s will be allowed provided the same procedure outlined above is followed and both T2s are certified in the same disciplines.

Employees who trade time will be paid for their actual regular shift hours regardless of whether the full shift was traded or a partial shift is traded. The person working the trade will only receive additional pay if they work mandatory overtime or for any other voluntary overtime worked outside of the hours traded.

If an employee who was going to work a trade for another employee calls in sick for the trade, the trade will still be honored. Both employees complete their time sheets with their regularly scheduled hours. However, the sick time bank of the employee who called in sick will be reduced by the number of hours that were supposed to be covered by the trade. The employee will only be paid their regularly scheduled hours; they will not be paid for the sick time bank reduction.

If an employee calls in sick for two trade days in any six month period for absences not protected by OFLA/FMLA/Oregon Sick Time, that employee will not be allowed to trade for at least six (6) calendar months after the second sick day.

7. PART-TIME EMPLOYEE

Regular part-time employees will accrue vacation hours on a prorated basis based on hours worked in each pay period.

8. VACATION OVERTIME SIGN-UP BONUS

- A. For the purposes of this policy, a trained staff of 25 fully certified dispatchers or below will be considered insufficient to cover time off requests, and a bonus of \$75.00 will be paid to any scheduled CT, D1 or D2 who signs up for fifteen (15) hours of vacation relief overtime prior to the deadline. Deadline is defined as thirty (30) days in advance.
- B. The fifteen (15) hours must be worked within a one (1) calendar month time period and between the hours of 5:00 p.m. and 5:00 a.m.

- C. The bonus is in addition to regular overtime pay earned and/or comp time, if that option is selected.
- D. People calling in sick for time signed up for will not be paid a bonus until actual overtime hours worked in that month reach fifteen (15) hours of the early sign-up time.
- E. Once an employee has committed to a time period, they are obligated to work that time slot. If they cannot work the time slot, they are obligated to find a replacement worker, and these hours will not count toward the bonus.

ARTICLE 10 - SICK LEAVE

1. ACCRUAL

All employees in a paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first of that month at the rate of eight (8) hours for each month worked. Accrual of sick leave shall be unlimited.

2. USE OF SICK LEAVE

Employees may utilize their allowance of sick leave for any of the purposes required by state or federal law including when unable to perform their work duties by reason of illness, off the job injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or death in their immediate family requiring the presence of the employee.

Immediate family for the purpose of this Sick Leave Article shall be defined as spouse, domestic partner, parents, spouse's or domestic partner's parents, stepparents, stepchildren, children, sibling, grandchildren, and grandparents of either employee, domestic partner or spouse. Sick leave may also be used as approved by the Director in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above. The County will compensate the employee at the employee's current wage rate as long as the employee has accrued sick leave and is unable to perform their duties.

3. HEALTHCARE PROVIDER'S STATEMENT

If the County has reasonable suspicion of sick leave abuse or if an employee misses more than three (3) 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.

If an employee is unable to report to work due to reasons based on sick leave usage, the employee will notify the Shift Leader as soon as practical, if possible no later than three (3) hours before their shift is to begin.

4. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT

Pursuant to ORS 238.350, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

5. HOURS CHARGED

Sick Leave shall be charged at the rate of one (1) hour for each hour taken.

6. VACATION OPTION

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall be required to use their accrued vacation time to cover such time off. At the option of the employee on approved FMLA/OFLA/PFML, the employee may retain up to 40 hours of vacation time prior to being placed on leave without pay.

ARTICLE 11 - OTHER LEAVES

1. LEAVE OF ABSENCE

Leaves of absence are covered by County Code and policy. The employee's service date and salary increase date will be adjusted for any month in which the employee is not in paid status, defined as regular wages or County accrued leave, for at least or eighty-eight (88) hours (prorated for FTE status) in a month. Vacation leave accrual during a leave of absence will be in accordance with Article 9, Section 1(B). Sick Leave Accrual during a leave of absence will be in accordance with Article 10, Section 1.

2. JURY DUTY

When an employee is called for jury duty on a scheduled day of work, such time shall be considered as time worked and paid at the straight time rate. Employees shall be required to give reasonable advance notice of jury summons to appear and provide the County with a copy of the summons requiring the employee's presence. The copy of the summons will be given to the County in advance of the jury duty or, if that is not possible, then the copy must be furnished within seventy-two (72) hours after the jury duty date. All monies received as jury fees must be signed over to the County excluding any mileage/expense reimbursements. Employees will be required to call their supervisor when less than a normal work day is required by jury duty. The center manager shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

3. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family (as defined under sick leave) an employee shall be granted leave of absence with pay not to exceed three (3) working days for the purpose of making household adjustments and/or attend the funeral. A request to use bereavement leave for the death of an individual outside of the immediate family or the use of additional accrued leave may be approved by the director or designee.

4. EDUCATION LEAVE

After completing one (1) year 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 his/her employment. The period of such leave-of-absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary.

One (1) year leaves-of-absence, with any requested extension for educational purposes, may not be provided more than once in any three (3) year period.

Employees shall also be granted leaves-of-absence with pay for educational purposes; for additional 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 skills or professional ability, provided it meets with the approval of the County.

Compensation will not be paid for employees who attend training activities which are not a condition of employment, without regard to the nature of the training activity.

5. MAJOR EMERGENCIES, DISASTERS, OR INCLEMENT WEATHER

When an employee is excused by their supervisor from reporting to work because of inclement weather, the employee will have the option of either making up the missed time in the same work week with the approval of the supervisor or using vacation or leave without pay. Employees who are deemed 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.

ARTICLE 12 - HEALTH AND WELFARE

1. MEDICAL COVERAGE

The County agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect medical coverage. The design of the medical plan(s) shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

Effective January 1 of each year of the contract, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for at least one medical plan up to a maximum of 105% of the County contribution in the previous calendar year.

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 for 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.

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 renewal increase at or below five percent (5%) each year.

2. LIFE INSURANCE

The County agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of \$50,000 to full-time employees. Effective within sixty (60) calendar days of ratification of the contract, the death benefit shall be increased to \$75,000. The design of the life insurance plan shall be determined by of the Benefits Review Committee as described in Section 10.

3. DISABILITY INCOME 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 9. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of sixty percent (60%) of up to \$3,333 in a monthly salary 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.

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 shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

Dental Insurance Opt-Out: Employees who opt out of coverage provided by the County 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 qualifying life event or at the next Open Enrollment.

5. 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 employees working at least 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.

6. PART-TIME AND JOB SHARE EMPLOYEES

Regular part-time employees, including Job Share, 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.

7. BENEFITS

The County agrees to provide the Clackamas County's Benefits Program to regular eligible employees who are working in a position regularly scheduled for thirty (30) hours or more per week, and their eligible family members. Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

8. RETIREMENT CONTRIBUTIONS

PERS eligibility is subject to ORS 238.015. The County agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

9. BENEFIT WAITING PERIOD

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

10. 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 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 (1) voting member of 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 (1) nonvoting member to the Committee. Management membership will consist of voting members in a number of equal to the voting bargaining unit membership. However a bargaining unit or the County may appoint fewer members than it is entitled, but retain the same number of votes as described above. Regular meetings will be held as business dictates on a schedule agreed to by the Voting Members. Meetings may be held as frequently during the annual renewal process as determined by the Benefits Manager or their designated representative.

Employees will provide their supervisor at least two weeks' advance notice of meetings for which coverage is needed. The County will pay overtime when attendance at the BRC is required and occurs outside of the employee's regularly scheduled hours.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least one hundred twenty (120) days prior to the beginning of 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.

Problems with benefit coverage will be brought up at the Benefits Review Committee meeting for resolution.

11. HEALTH REIMBURSEMENT ACCOUNT (HRA)

The County shall enroll each benefit eligible employee covered by this agreement into the County's Health Reimbursement Account (HRA/VEBA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee. The employee shall be responsible for the third party annualized investment fee.

Eligible employees active as of December 31 of each year shall receive an annual contribution of \$100 paid into their HRA/VEBA account by the second payroll period in January of the following year.

12. 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 enhancement made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

13. 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. In addition, the County shall match an employee's contribution to the deferred compensation plan up to three and one-half percent (3.5%) of the employee's base compensation as defined in the deferred compensation plan document.

Deferred compensation benefits shall become effective with the next available payroll after the employee enrolls in the deferred compensation retirement plan with the record keeper. New employees include newly hired employees, rehired employees and employees changing employment status from temporary to regular.

ARTICLE 13 - WORKERS COMPENSATION

1. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The County is self-insured for workers' compensation claims. The County and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.
2. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including one hundred and eighty (180) days from the date of injury. This wage continuation provision will continue for up to and including one hundred and eighty (180) calendar days from the date of injury, and is subject to the following conditions:
 - 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 stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, 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 the injury unless prohibited by law, rule, and regulation or provider contract.
3. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under Oregon Workers' Compensation Law.

After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).

4. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 12.

5. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

ARTICLE 14 – WAGES

1. WAGE STEPS

New employees shall be paid at step one rates, unless an upper-step appointment is made based on the bona fide factors of seniority and/or experience. Promoted and transferred employees will be paid as set forth in Article 22 (General Provisions), Sections 5 (Promotions and Transfers) and 7 (Transferred Employees from Other Agencies). Employees who voluntarily demote will be paid as set forth in Article 22, Section 6. New employees or promoted employees shall be eligible for advancement to the next step of the salary range for their classification six (6) months from the first of the month following appointment to the position. Thereafter, employees are eligible for a step increase at the conclusion of twelve (12) months of continuous service since their last step increase. Eligibility for step increases shall continue until employees reach the last step in their respective salary range. Step increases shall be granted by the appointing authority for those employees who have demonstrated satisfactory work performance.

When any classification not listed on the wage schedule and which properly belongs in the bargaining unit is established, the County shall designate a pay range for the classification. 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.

2. COST OF LIVING ADJUSTMENT (COLA)

Effective the first full pay period after ratification of the contract, employees shall receive a 4.1% cost of living increase. However, if the Union ratifies the contract prior to January 1, 2025, employees employed by the County as of the date of ratification shall receive a lump sum payment equal to 4.1% of the employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2024 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, 2025, employees shall receive a cost of living increase based on the percentage increase in the 2024 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%).

3. PROMOTION FROM D1 TO COMMUNICATIONS SHIFT LEADER

When a Communications Dispatcher 1 is promoted to Communications Shift Leader, the employee will receive a two (2) step increase which is equal to an approximate ten percent (10%) increase in pay.

This is an exception to the standard County promotion procedure in which employees typically receive a one (1) step increase which is equal to an approximate five percent (5%) increase in pay.

4. OUT OF CLASS PAY

Whenever an employee is assigned any work for more than one (1) shift in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the bottom of the range of the higher classified position or five percent (5%), whichever is higher.

The Out Of Class rate will not exceed the maximum rate of the higher classification's salary grade.

5. TRAINING PAY

Communication Dispatcher 1s, and Call Takers, while designated as trainers by the Director, or the Director's designee, and while actively training shall be paid five percent (5%) in addition to their regular pay. In addition, an employee who possesses an active APCO Certified Training Officer credential will be paid a three percent (3%) premium in addition to their regular pay, regardless of whether the employee is actively training, as long as the employee is still designated a trainer. Any resignation or removal from the training program automatically forfeits this three percent (3%) premium.

6. DISPATCHER OVERTIME

A. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions. Compensation shall not be paid twice for the same hours.

1. All authorized work performed in excess of ten (10) hours in any workday.
2. All authorized work performed in excess of forty (40) hours in an employee's work week.
3. All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in half (½) hour units as outlined below:
 - a. 0-14 minutes paid at time and one-half (1 ½) for actual time worked;
 - b. 15-30 minutes paid for ½ hour at time-and-one-half (1 ½); and
 - c. 31+ paid at time and one-half (1 ½) for actual time worked.

B. An exception to A. 1 -3 above; Dispatchers and Call Takers may be paid overtime to receive a minimum of 60 hours pay during a schedule change (i.e. shift rollover).

1. The Supervisor in charge of scheduling or their designee will look at pay periods during a shift rollover and if any Dispatcher will have less than 60 scheduled hours in a pay period, there will be an equivalent amount of overtime hours allowed during the change to bring the Dispatcher or Call Taker to the equivalent of 60 hours of pay for that pay period.
2. The formula of 6.75 hours of time and one-half (1 ½) overtime equals ten (10) hours of straight time pay will be used.

3. The Dispatcher or Call Taker has the option of taking this time off and receiving less than sixty (60) hours of pay if the following are met:
 - a. They are not needed to bring the staffing levels during the time in question to the levels defined in Article 7 (Hours of Work) Section 7 (Staffing Levels);
 - b. All other leave time requested by other Dispatchers during those hours has been filled first so no Mandatory or GAP time is created.
- C. The County and the Union agree that overtime compensation at the time and one-half rate will be calculated for employees according to the following formula:

Standard 40-hour work week:

$(\text{Bi-weekly salary} \times 26 \text{ pay periods}) \div 2080 \text{ hrs.}$

The parties intend this formula to establish an authorized basic rate for overtime compensation as permitted by Section 7 (g) (3) of the Fair Labor Standards Act and 29 CFR Section 548.3. In the event that additional authorization is necessary to implement this agreement, the County and the Union agree to jointly make an application to the Wage and Hour Division as provided by 29 CFR Section 548.4.

7. NON-OPERATIONS STAFF OVERTIME

Overtime for the non-operations staff shall be all authorized work performed in excess of eight (8) hours in any work day in a five/eight work schedule, ten (10) hours in any work day in a four/ten work schedule, or in excess of forty (40) hours in a seven-day work cycle.

8. OVERTIME SCHEDULING

- A. The overtime opportunities sign up list will be maintained in the Overtime Opportunities Binder by the County, in the C-COM Operations room. When possible, overtime opportunities will be posted between ninety (90) and one hundred twenty (120) days in advance, with the exception of the first ninety (90) days of seniority vacation requests, which will be posted as soon as each vacation signup is completed (see Article 9 (Vacation), Section 4 regarding trial Vacation Signup agreement).
- B. Emergency overtime opportunities (less than 48 hours' notice) will be offered to employees via APAGE based upon the seniority rating as defined under Article 3 (Seniority), Section G.

For the first thirty (30) minutes after the initial APAGE, seniority bumping rights exist within the D1/D2/T2 group or CT group (e.g., a D1 with more seniority is not allowed to bump within the CT group).

After thirty (30) minutes, there are no bumping rights allowed other than a member taking a full shift when that shift is only partially signed up for.

For full-time employees, compensation will be one and a half (1 ½) times the normal rate of pay per hour or comp time at the same rate. Part-time employees will be paid at their straight time rate.

After sixty (60) minutes have elapsed, mandatory overtime may be instituted. See Article 7 (Hours of Work), Section 7 and Article 14 (Wages), Section 8, paid at double time.

- C. Overtime opportunities between forty-eight (48) hours and thirty (30) days from the date of posting shall be posted as soon as possible by the employee or designee in the Overtime Opportunities Binder with the date and time posted next to it, allowing for a twenty-four (24) hour seniority bumping period. After twenty-four (24) hours from the date of posting, there are no bumping rights allowed other than a member taking a full shift when that shift is only partially signed up for. There are no bumping rights less than twenty-four (24) hours prior to the start of the shift.
- D. Overtime opportunities created by scheduled sick, vacation, training leaves or other requests that on the date submitted have between thirty (30) and ninety (90) days' notice will be offered on a first come, first served basis, with the exception of a period where seniority bumping rights may be exercised. The period will begin on the date of posting and continue through the fifth (5th) day from the date of posting.
- E. Overtime opportunities created by scheduled sick, vacation, training leaves or other requests that on the date submitted have between ninety (90) and one hundred twenty (120) days' notice will be offered on a first come, first served basis, with the exception of a period where seniority bumping rights may be exercised. These overtime opportunities will be posted on the next pay day following the date the request is turned in. The bumping period will begin on the date of posting and continue through the fifth (5th) day from the date of posting. Requests submitted greater than ninety (90) days in advance but if posting were delayed until the next payday would be available with less than ninety (90) days' notice, shall be posted as soon as received, also allowing for the same bumping period.
- F. During the bumping period, overtime opportunities shall be made available to the following groups of employees in order of preference, first to full time bargaining unit members by hire date; second, to job share employees by hire date; third, to part time employee bargaining unit members by hire date; and last to part time non-bargaining unit employees on a first come, first serve basis.
- G. On any bump, the person taking the shift is responsible for contacting the person being removed as soon as possible.

H. Once an employee has committed to a time period, they are obligated to work that time slot. If they are unable to fulfill that obligation, it is their responsibility to find a replacement. However, if the amount of time within the single line of the overtime book should change, the person who had signed up for the entire shift will have the option to pass on the partial time left if it is three (3) hours or less. Example: Employee 1 signs up for Employee 2's vacation time from 0500-1500, then Employee 2 cancels some of the vacation time and only wants off from 0500-0700. Employee 1 would have the option to not work the 0500-0700 portion.

9. MANDATORY SHIFT COVERAGE, OVERTIME, AND CALL-IN PAY

A. Mandatory overtime may be imposed to meet staffing levels as defined in Article 7 (Hours of Work), Section 7 (Staffing Levels), except for non-seniority vacation coverage and compensatory time. Mandatory overtime is allowed for shift coverage for training that is required under Article 14 (Wages), Section 13 (Training Session Compensation). Management reserves the right to not fill hours that are above the minimum staffing levels.

B. Dispatchers, Call Takers, and T2s are subject to mandatory overtime per Article 7 (Hours of Work), Section 6 (Staff and Training Meetings). Once minimum staffing levels for Call Takers are established, Call Takers are subject to mandatory overtime.

C. Dispatchers, T2s, and Call Takers are subject to mandatory overtime only on their regular work days up to two (2) hours before and/or after their regularly assigned hours, but will not be required to work more than a total of two (2) mandatory overtime hours per shift. However, a Dispatcher or T2 may voluntarily take a fellow dispatcher's or T2's mandatory overtime at double time if those hours would normally abut their regularly scheduled shift up to a total of four (4) hours of overtime or if breaks are unable to be given due to the number of T2s working.

D. Dispatchers, Call Takers, or T2s will not be subject to mandatory overtime at the end of their shift when required to attend a meeting or training that occurs eight (8) or fewer hours after the shift. If a T2 chooses to adjust their shift for the day for a monthly training meeting, they will be eligible for mandatory overtime on their adjusted shift.

E. Employees scheduled for ride-alongs will not be subject to mandatory overtime on either side of the ride-along.

F. Overtime opportunities that may result in mandatory overtime if not filled shall be posted a minimum of ninety (90) days in advance. Exceptions to this are as follows:

1. Overtime opportunities that become available less than ninety (90) days but more than forty-eight (48) hours from the date of notification shall be posted within twenty-four (24) hours.

2. Emergency overtime opportunities as defined in Article 14 (Wages), Section 8. B. (Overtime Scheduling) shall be paged within two (2) hours of notification, or as soon as possible.
 3. Up to the first ninety (90) days of seniority vacation requests shall be posted after vacation sign up has been completed.
- G. Exceptions will not be made for posting requirements in anticipation of a trainee being signed off. Overtime may be canceled at the time a trainee is signed off and is assigned to a shift.
- H. Mandatory overtime to cover shifts on the floor will be compensated at double time for actual hours worked.
- I. Call in overtime for the non-dispatch staff which does not adjoin their regular shift will be compensated at double time.
- J. In the event of an emergency, dispatchers or call takers who report to work from an off duty status after having received a page or call request for emergency staffing shall be paid double time for hours actually worked. The department director, or designee, shall determine what constitutes an emergency for purposes of this section and will notify the employees of such when they are being contacted for purposes of emergency staffing.

The number of employees who respond for emergency staffing may be reduced or canceled at any time after activation depending on the operational needs of the center.

Employees who show up to work at C-COM after having received a request for emergency staffing shall be paid a minimum of one (1) hour compensation at double time.

- K. Overtime for training or other required meetings will not be paid at double time, but will be paid at time and one half and a two (2) hour minimum will apply if called in from off-site to attend. The minimum does not apply if the meeting/training adjoins an employee's shift.
- L. Dispatchers, Call Takers, and T2 trainees who have worked fourteen (14) hours in any capacity in a twenty-four (24) hour period of time, as described in Article 7 (Hours of Work), Section 9, will not be required to work any further overtime, excluding staff meetings or required trainings.
- M. Whenever mandatory overtime would result in a Dispatcher or Call Taker working a fourteen (14) hour shift, the following steps shall first be taken:

1. Voluntary overtime to be paid at double time shall be offered to Dispatchers or Call Takers.
2. Management shall be notified and shall have discretion whether or not to staff the position using bargaining unit members.

If use of mandatory overtime results in a Dispatcher or Call Taker actually working a fourteen (14) hour dispatching shift, compensation of one (1) hour compensatory time plus double time will be paid for each hour of mandatory overtime actually worked in excess of twelve (12) hours. An employee who voluntarily works mandatory overtime for another employee will be paid at double time when the mandatory overtime worked is adjacent to their shift. If volunteering to cover mandatory overtime results in a fourteen (14) hour shift, the employee will receive double time but not the compensatory time.

- N. When an employee is subpoenaed as a witness in any litigation or administrative hearing process which is C-COM related, during their regular shift, such time shall be considered as time worked and paid at the straight time rate. When an employee is subpoenaed and appears in any litigation or administrative hearing process outside of their scheduled work hours on a normally scheduled workday, which is C-COM related, the employee shall be compensated at a minimum of two (2) hours at the overtime rate. When an employee is subpoenaed and appears as a witness in any litigation or administrative hearing process outside of their scheduled work hours on a regularly scheduled day off, which is C-COM related, the employee shall be compensated at a minimum of three (3) hours at the overtime rate. Employees 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 employee's presence. If it is not possible for the employee to provide advance notice, then the copy must be furnished within seventy-two (72) hours after the hearing date. When an employee is subpoenaed and appears in any litigation or administrative hearing process on behalf of C-COM, they will not be subject to mandatory overtime at the end of their shift and they will be provided at least eight (8) hours between the end of their shift and the start of the court appearance.

10. GAP OVERTIME

- A. GAP is a period of time where staffing falls below the levels outlined in Article 7 (Hours of Work), Section 7 (Staffing Levels), where such time is not covered by voluntary overtime and cannot be covered by mandatory overtime. Management may choose to fill such time with a qualified non-represented or non-dispatch employee (i.e., TQAC) before making such time available to dispatch members.
- B. GAPS are paged at the discretion of management and may be canceled if the time is filled with voluntary overtime, or if a qualified non-represented or non-dispatch employee is able to work if the time and it is covered more than two (2) hours before the GAP would occur.

C. Available GAP time will APAGED to all personnel and will be available on a first come, first serve basis. Bumping rights do not apply.

D. GAP time is paid at two and one half (2 ½) times the employee's regular rate of pay.

11. COMPUTATION OF HOURLY RATE

Hours of work for all employees will be two thousand eighty (2080) per year. The computation of hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\text{Continuous operations} = \frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \frac{\text{dollars}}{\text{per hour}}$$

12. COMPENSATORY TIME

Employees may elect to take compensatory (comp) time, in lieu of overtime pay. An employee may accrue a maximum of two hundred (200) hours of comp time during each fiscal year. Any overtime worked over two hundred (200) hours in the fiscal year shall be paid at the appropriate overtime rate.

Comp time will accrue at time and one-half (1 ½) (e.g., ten (10) hours of overtime will be compensated as fifteen (15) hours of comp time), except mandatory overtime which will accrue at double time (2) and gap overtime which will accrue at double time and one-half (2 ½).

Effective June 30 of each year, an employee may carry over up to eighty (80) hours of comp time to the next fiscal year. If an employee has less than eighty (80) hours of comp time, all accrued hours will be paid to the employee or all accrued hours will be available to carry over into the next fiscal year (employee's choice). If an employee has in excess of eighty (80) hours of comp time, they can receive full pay off of the comp time hours or elect to be paid for only the amount over eighty (80) and carry over the eighty (80) hours of accrued comp time into the next fiscal year.

If an employee is anticipating taking family medical leave and will not have a sufficient amount of appropriate accrued leave (sick/vacation) to compensate their expected family medical leave in its entirety, the employee may submit a request to accrue up to four hundred (400) hours of comp time and/or to carry over more than eighty (80) hours of comp time to the next fiscal year. Such a request will not unreasonably be denied. In the event the anticipated leave does not occur, any additional comp time beyond what is provided in the paragraph above will be paid out to the employee within two pay periods after it is determined the leave is not occurring. Once the family medical leave has been taken, the employee may carry over only up to eighty (80) hours of comp time to the next fiscal year.

Accrued comp time may be used only if the vacation is posted and filled and all seniority

vacation time during the same hours is also filled. If there is comp time that is covered while seniority vacation time during the same hours is not filled, coverage for comp time will be moved to the seniority vacation request time until all such time during the same hours is filled and then the comp time hours are filled as well. Any non-seniority vacation request that was requested prior to the comp time request must also be filled prior to comp time approval following the same process as above. The exception to above would be if staffing would be (2) above minimum staffing levels as defined in Article 7 (Hours of Work), Section 7 (Staffing Levels), after accounting or the comp leave and not using mandatory overtime to fill any vacancies. Comp leave used without the vacancy being filled shall be granted on a first come, first serve basis.

Vacation leave will have priority over comp time leave in the event of a need for cancellation.

Seniority vacation that was requested and approved during the normal bidding process may not be converted to compensatory time off. Approved seniority vacation may not be canceled and replaced with compensatory time off.

13. TRAINING SESSION COMPENSATION

When an employee is required to attend a meeting, training session, seminar or similar activity as a condition of employment, the time spent in the session will be considered hours worked. Fees for required sessions will be paid.

Travel time shall be counted as hours worked for members who are required to report to training sites that are greater than thirty (30) miles from C-COM. Compensation will be paid for travel time from home or C-COM depending on the point of origin. Travel time is not paid for required training at C-COM.

Mileage at the County rate for personal vehicle use will be paid in accordance with County policy.

No employee will lose regular pay as a result of required training.

14. CALL TAKER AND TQAC PAY

Call Takers and the Training & Quality Assurance Coordinator will be eligible for overtime and other specific pay as contained in the chart below:

Pay/Overtime Type	Call Taker	TQAC
GAP	No	Yes except when flexing schedule to create a break between GAP and regularly scheduled shift
Mandatory	Yes	No
Voluntary	Yes – Article 14 (6) (A)	Yes – Article 14 (6) (A)
Voluntary (15 minutes before/after shift)	Yes – Article 14 (6) (A)	Yes – Article 14 (6) (A)

Voluntary 14th Hour	Yes	No
Eligible for Comp Time	Yes – Article 14 (12)	Yes – Article 14 (12)
Call In Overtime	Yes – Article 14 (9) (I)	Yes – Article 14 (9) (I)
Vacation	Yes – Article 8	Yes – Article 8 except (3) and (4)
Trainer Pay Premium	Yes – 14 (5) when training a call taker trainee only	No
Holiday Pay	Yes – Article 7 (2)	Yes – Article 7 (1)
Paid Lunch	Yes – Article 7 (4)	Yes – Article 7 (4) if TQAC works five (5) or more consecutive hours on the operations floor
Trade Time	Yes – Article 8 (6) but only with another call taker	No
Schedule Change	Yes Article 14 (6) (B)	No
Vacation Bonus – Article 8 (8)	Yes	No

15. LONGEVITY PAYMENT

Employees in the bargaining unit shall receive longevity pay as a percent of gross salary for seniority in County service as defined in 2.05.200.8 of the Personnel Ordinance, in the following amounts:

<u>Years</u>	<u>Percent</u>
5 years	1.5%
10 years	2.0%
15 years	2.5%
20 years	3.0%
25 years	3.5%
30 years	4.0%

The calculation for longevity shall be based on the employee’s service date minus thirty (30) days. For example, if the service date is 5/15, for purposes of calculating longevity, the date shall be 4/15.

16. CERTIFICATE PAY

Employees who obtain a DPSST Intermediate Certificate in dispatching will be paid additional compensation in the amount of twenty-five dollars (\$25) per pay period. Effective the first full pay period following ratification of the contract, this amount will increase to seventy-five dollars (\$75) per pay period.

Employees who obtain a DPSST Advanced Certificate in dispatching will be paid additional compensation in the amount of fifty dollars (\$50) per pay period. Effective the first full pay period following ratification of the contract, this amount will increase to one hundred twenty-five dollars (\$125) per pay period.

The above amounts will increase by an amount equal to future pay plan increases

provided for in Article 14, Section 2.

Certificate pay will commence effective the first day of the pay period following proof of certification by DPSST to the director or their designee. In order to maintain such pay, the employee will be required to complete the minimum annual training hours as outlined in the Department policy on DPSST Intermediate and Advanced Certification.

This incentive pay is not cumulative and employees are eligible for one level only.

Any employee wishing to receive certificate pay shall submit an application to the Director, or designee, of the Department. In order to receive certificate pay, the application must meet the requirements as outlined in the Department policy on DPSST Intermediate and Advanced Certification. The Director shall have thirty (30) days to review such application and upon approval by the Director, the employee shall receive the certificate pay. If after director approval, the application is not approved by DPSST, or the employee fails to meet the training requirements to maintain the certificate pay, as outlined in the Department policy on DPSST Intermediate and Advanced Certification, the certificate pay shall stop until such time the employee is again eligible for the pay.

ARTICLE 15 - JOB SHARE

1. DEFINITION

“Job sharing position” means a situation in which no more than two (2) individuals on a shared time basis perform the duties and responsibilities of the one (1) full-time position. To be a job share, the two (2) employees must ONLY be performing the duties that would be assigned if the position was filled by one (1) full time employee.

2. HOURS OF WORK

The two (2) job share partners shall be scheduled to work 50% of the regular hours of one (1) full time position within each pay period. The job share partners will determine how their regular workdays will be divided up and be responsible for providing the County with a schedule two (2) weeks in advance. If unable to agree, most senior partner works day 1 & 2, least senior works day 3 & 4.

3. WORK WEEK

The job share position shall have the same work week as any other full time employee as defined in Article 6 (Hours of Work), Section 2 of this Agreement.

4. SICK TIME COVERAGE

The job share partners shall be considered as one (1) person and will work through the mandatory list as one (1) person no matter which person had the mandatory last. Job share employees shall be entitled to the same compensation for mandatory as any other full time employee.

5. VOLUNTARY OVERTIME

Each individual in a job share situation shall be paid in accordance with the limits set forth in Article 14 (Wages) Section 4 and 5, of this Agreement.

6. DETERMINATION

One (1) Dispatcher 1 job share position may be offered once the Dispatcher 1 trained staff reaches twenty-nine (29). This can be changed by the parties by mutual agreement between Union and County.

One (1) Call Taker job share position may be offered once the trained CT staff reaches eight (8) or more.

Job sharing is a voluntary program. Employees who wish to participate in job sharing must submit a written request to the Director of the Department at least six (6) weeks prior to regular shift bid. If more than two (2) employees submit their names, the two (2) with the highest seniority dates would prevail.

If one (1) job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Director has the right to determine if job sharing is still appropriate. If the Director determines that job sharing is no longer appropriate or if there is no interested qualified replacement employee, the remaining employee shall assume the responsibilities of the position on a full time basis.

7. QUALIFICATIONS/PROBATIONARY PERIOD

To be eligible for Job Share, an employee must have worked a full time position for 18 months after completion of training. There will be no probationary period.

8. MERIT INCREASES

Each job share employee shall be eligible to move to each consecutive step in the salary schedule within the appropriate pay range on the same schedule as a regular full time employee.

9. LONGEVITY

Each job share employee shall be eligible for longevity pay.

10. SICK LEAVE AND VACATION ACCRUALS

Job share employees shall accrue pro-rated sick leave and pro-rated vacation leave based on the employee's continuous years of county service.

11. TRAINING

Each job share employee shall attend the two (2) eight (8) hour required training/staff meetings. They may attend two (2) optional additional staff/training meetings yearly.

12. APPROVED LEAVE

Vacancies will be filled in the same manner as any full time employee vacancy, based on posting and/or the use of the short notice overtime call up lists. Job Share partners have the ability to trade time as long as they maintain the requirements for hours worked and benefits.

13. HOLIDAYS

Each job share employee will receive 4.2 hours of holiday accrual leave time per month and may sell back fifty (50) hours at each sell back opportunity.

14. HEALTH AND WELFARE

The employer contribution for each job share employee shall be equivalent to one-half (1/2) of the benefit dollars for medical, dental and life insurance coverage up to the maximum stated in this agreement. Medical and dental insurance shall be provided for the employee only. The life insurance benefit shall be equivalent to one-half (1/2) the face value of life insurance provided to a full-time employee. Each job share employee has the right to obtain medical, dental and life insurance for their eligible dependents by paying the difference between the employer contribution and the applicable premium, through payroll deduction. The County shall allow payroll deductions on a before-tax basis for medical and dental insurance only.

15. LAYOFF/BUMPING

For the purposes of layoff and bumping, both job share employees shall be treated as individuals.

16. SENIORITY

Job share employees shall accrue seniority on a pro-rated basis.

- For the purposes of shift bid, the job share partners will be considered as one (1) person using the date determined by averaging the seniority dates of the partners. This seniority date will be calculated one (1) month prior to shift bid.
- For the purposes of vacation bidding, each individual partner will have their personal seniority date pro-rated and calculated yearly. They will pass on the first and second rounds and be allowed to have first choice in the third round.
- For the purposes of overtime sign up and short notice call the partners' names will be placed on the list after the full time employees, but before the part-time employees.

ARTICLE 16 - PERSONNEL RECORDS AND INFORMATION

1. For purposes of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Human Resources and/or by the employees department or division.
2. 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 personnel file.
3. 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.
4. The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
5. Material reflecting warning, admonishment and reprimand placed in an employee's personnel file cannot be used for progressive discipline purposes 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. If an employee refuses to sign, it shall be so noted by the supervisor, and if the employee so requests, a copy of such notice to the Union.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

1. Regular 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, 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. In the case of oral reprimands a written record may be kept by a supervisor as to the date of the reprimand, but such written record shall not be made a part of the official County personnel file. It is specifically understood that just cause for discharge shall include inability or failure on the part of a trainee to meet the requirements of the position classification for Communications Dispatcher 1 in accordance with the Initial Probationary period outlined in Section 6 of this Article.
2. 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 the grievance procedure. The Union shall submit such grievance at Step 1 of the procedure not later than fourteen (14) calendar days after the effective date of the disciplinary action. If the Director and supervisor are absent on the fourteenth (14th) day, the time will be extended to the first day when the Director or a supervisor is present. The grievance procedure shall be the sole and exclusive procedure for resolution of discipline and discharge disputes.

Likewise, should the County wish to discipline an employee, the County shall notify the employee and initiate an investigation within fourteen (14) calendar days of when the County became aware of the cause for disciplinary action. The County will make reasonable efforts to conduct and conclude internal investigations within 45 days. The employee and a supervisor or the Director or designee must be present on the forty-fifth day, and if not, the time will be extended to the employee's first regularly scheduled and worked day when a supervisor or the Director or designee is present. The deadline may be extended under special circumstances by mutual agreement.

3. 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. When the employer believes there is just cause for discharge, the regular employee will be notified in writing is taken that the employee is subject to possible discharge. Such notification shall state the reasons for which the employee is being considered for discharge. The employer shall provide the employee with 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.

5. At any investigatory interview of an employee where disciplinary action is a reasonable possibility, the employee will be allowed full Weingarten rights to have a union representative present.

6. Initial Probationary Period:

Newly hired employees will serve a probationary period beginning on date of hire and continuing for six (6) months following the completion of the training. The probationary period will not be less than twelve (12) months.

Probationary periods will be extended by the full amount of any paid or unpaid leave or absence of thirty (30) calendar days or more except as otherwise required by law or this Agreement.

The Director may reprimand, suspend, demote, or discharge the probationary employee. Every such action shall be accompanied by written documentation stating the reasons for such action.

Initial probationary employees are not protected by the just cause standard, and are subject to discipline and discharge without prior notice or an opportunity to respond to the charges prior to discipline.

Any initial probationary employee in the bargaining unit who is disciplined in writing, suspended, or discharged, shall have the right to utilize Steps 1, 2, and 3 of the Grievance Procedure described in Article 19 (Settlement of Disputes). The determination at Step 3 shall be the final determination, except that an employee may request an administrative review of a suspension, demotion, or dismissal from the Director of Human Resources subject to the Personnel Ordinance 2.05.220.

ARTICLE 18 - LAYOFF AND RECALL

1. REASON FOR LAYOFF

The County may lay off an employee because the employee is physically unable to perform the job, and there is no other job the employee can perform. The County may lay off an employee because of shortage of funds or work or reorganization of the unit, if, in the opinion of the County, there is no satisfactory alternative to layoff such as voluntary demotion, furlough or reduced workweek. Discussions regarding layoffs may be initiated by either the County or the Union. The County retains the final authority to determine whether layoffs should occur.

2. LAYOFF

Layoff order shall be established within the department on the basis of seniority.

The appointing authority 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 documented work performance records. The judgment of the appointing authority shall be sustained unless the Director of Human Resources finds the judgment to be arbitrary or capricious.

3. BUMPING

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise bumping rights by displacing an employee with less seniority in a job classification at the same or lower salary grade provided the employee is qualified to hold the position. If funds are increased and the higher level position is reestablished within two (2) years, the bumping employee will be restored to the higher level position.

4. RECALL

Those employees who exercise bumping rights or are laid off shall be eligible for recall to their classification for a period of two years without loss of seniority or benefits subject to contract limitations. Recall shall be on the basis of seniority. Eligible, interested recalled employees will be re-employed before any new hires or transfers, provided the employee possesses the qualifications for the position.

ARTICLE 19- 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 the Agreement shall be settled in the following manner:

STEP I: The Union Representative and the employee, at the employee's option, may take up the grievance or dispute with the Operations Manager within fourteen (14) calendar days of the occurrence by submitting a written grievance. 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 Operations 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 Operations Manager shall respond to the employee and the Union Representative within fourteen (14) calendar days.

STEP II: If the grievance still remains unadjusted, it may be presented by the Union Representative and the employee, to the Director within fourteen (14) calendar days of the time that the Operations Manager's response was due or when the response is received, whichever occurs last. The Director, the Union Representative, and the employee, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director shall respond to the employee and the Union Representative in writing within fourteen (14) calendar days.

STEP III: If the grievance still remains unadjusted, it may be presented by the Union Representative and the employee, to the Director of Human Resources or their designee within twenty-one (21) calendar days after the response of the Director is due or when the response is received, whichever occurs last. The Director of Human Resources or their designee, the Union Representative, and the employee, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee shall respond in writing to the employee and Union Representative within twenty-one (21) calendar days.

STEP IV: If the grievance is still unsettled, the Union Representative shall have the option, by written notice to the County within fourteen (14) calendar days after the reply of the Director of Human Resources or their designee is due or received, whichever occurs last, to request either mediation through the State Conciliation Service or arbitration. If the State Conciliation Service is not willing or not able to provide mediation services, the Union representative may, within fourteen (14) calendar days of notice of such fact by the Conciliation Service, request arbitration by giving written notice to the County. If mediation services are provided, and after mediation, the grievance is still unsettled, the Union Representative may within fourteen (14) calendar days by written notice to the County, request arbitration. Costs for mediation services shall be equally split between the Union and the County.

STEP V ARBITRATION: If arbitration is requested by the Union Representative, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator for 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 all parties. In the event that the parties fail to agree upon the selection of an arbitrator, a list of arbitrators 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 (1) name at a time from the list until only one (1) name remains. The arbitrator whose name remains shall act as arbitrator for the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of the agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and other procedural matters, provided that in doing so the arbitrator shall not contravene any provision of the Agreement. The compensation and expenses of the arbitrator shall be borne by the party for whom the arbitrator's decision is adverse.

When the Director of Human Resources or their designee has denied a grievance and arbitration is requested, the parties must within one (1) year of the date the Director of Human Resources or their designee denies the grievance select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

2. PROCESSING GRIEVANCES

A single Steward shall be allowed to investigate and process grievances during working hours within reasonable limits without loss of pay.

Any time limits specified in the grievance procedure may be waived by mutual consent of both parties.

When an employee voluntarily separates from County employment, all pending grievances related to discipline filed on behalf of such employee shall be considered withdrawn with prejudice.

ARTICLE 20- NON-DISCRIMINATION

1. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual preference, marital status, 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 Union shall not share any legal costs incurred by the County relating to the enforcement of this section.

2. UNION MEMBERSHIP

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 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.

ARTICLE 21- UNION BUSINESS

1. VISITS BY UNION REPRESENTATIVES

The County agrees that an accredited representative of the Union, whether local Union representatives, District Council representatives, or International representatives, upon proper introduction, shall have reasonable access to the premises of the County.

2. 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 three (3) employee members each, with each side selecting their own negotiating committee. No more than two (2) Union negotiating committee members shall be on scheduled shift duty during any meeting.

ARTICLE 22 - GENERAL PROVISIONS

1. BULLETIN BOARDS

The County agrees to furnish and maintain a suitable Union bulletin board to be used by the Union at the Emergency Operation Center Building, in an area commonly accessible to employees. Bulletin Board to be of reasonable dimensions, approximately 4' x 4'. The bulletin board shall be limited to Union Business Notices and Bulletins.

2. EXISTING CONDITIONS

The County agrees to furnish to the Union copies of all proposed changes in work rules and benefits. All future work rules and benefits shall be subject to mutual agreement before becoming effective. Changes in all existing conditions shall be negotiated with the Union. Whenever any conditions or changes or new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days. The Union and the County will jointly participate in making recommendations concerning all new classifications to the Board of County Commissioners.

3. RULES, DEPARTMENT POLICIES AND EMPLOYMENT POLICIES AND PRACTICES

The County agrees to provide each employee in the bargaining unit with electronic access to all existing rules.

Employees shall comply with all existing work rules, department policy, County Policy and Personnel Ordinances which are not in conflict with the terms of this Agreement. The County will comply with ORS 243.698 when the County seeks to change or create new policy or work rules.

Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

4. COPIES OF THE COLLECTIVE BARGAINING AGREEMENT (CBA)

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

5. PROMOTIONS AND TRANSFERS

Whenever a vacant bargaining unit position becomes available, either through employees terminating, retirement, new position, or for any other reason, the County shall first attempt to fill the position by promoting employees or laterally transferring employees in the bargaining unit. Available positions will be posted at the time of the opening. If more than one (1) person requests a promotion or lateral transfer, selection will be based on competitive interview.

When a Call Taker or D1 position becomes available, the position may be posted internally for promotion or lateral transfer opportunity. Posting will be open for fifteen (15) days to ensure all employees have the opportunity to submit interest. Only Call Takers who have completed their probationary period may apply for promotion to a D1 Trainee

position. Promoted Call Takers will move to the appropriate D1 Trainee or D1 pay scale which provides for the next level of salary increase (approximately 5%) and will serve a probationary period which ends six (6) months after full certification as a D1. However, a Call Taker who previously was certified as a D1 will not be required to serve a new probationary period, although they will be required to successfully complete refresher training.

For successful candidates that are near a step increase in their current classification, the promotion effective date can be delayed up to six (6) weeks to receive the pay increase prior to promotion.

6. VOLUNTARY DEMOTION

A D1, D2, or TQAC may request a voluntary demotion to a vacant Call Taking position and will be placed at Step 6 on the Call Taker pay scale.

7. TRANSFERRED EMPLOYEES FROM OTHER AGENCIES

Employees who are transferred to C-COM under ORS Chapter 236 because C-COM has assumed or acquired the duties of another public employer shall be placed on the current salary schedule under this agreement at the step which is closest to, but not less than, their salary from the transferring employer.

Such transferred employees will be required to undergo a training period not to exceed twelve (12) months from the date of transfer, provided however that a six-month extension may be granted by the Communications Director. An employee who does not progress satisfactorily during the training period, may be discharged from employment. It is specifically understood that just cause for discharge shall include inability or failure on the part of an employee to progress satisfactorily during the training period, or to meet the requirements of the position/classification for Communications Dispatcher 1 by the end of the training period.

Transferred employees who are placed at step one of the salary schedule upon transfer shall be eligible for advancement to the next step of the salary range for their classification six (6) months from the first of the month following appointment to the position. Transferred employees who are placed at step two or higher upon transfer are eligible for advancement to the next step of the salary range twelve (12) months from the first of the month following appointment.

8. ELECTRONIC MAIL

1. Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.
2. "Collective bargaining matters" means any of the following:
 - A. official Association announcements to the Association 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 21 (Union Business) of this Agreement;
 - D. matters directly related to the collective bargaining relationship between the County and the Association.
3. Association members may use the County email system to contact Association 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 Association representation in matters concerning the meaning, application or interpretation of this Agreement.
4. In addition to collective bargaining matters, Union representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Union.
5. 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.
6. 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 candidate elections, or otherwise).

ARTICLE 23 – COMMITTEES

1. LABOR MANAGEMENT PARTNERSHIP

The County and Union agree to establish a joint Labor-Management Committee as a mechanism for a dialogue between the parties to discuss issues mutually agreeable to the parties. It is further agreed that the parties may further create subcommittees as are deemed appropriate. The makeup for the main committee shall be the Director of C-COM and/or the Operations Manager and/or two Supervisors from Management (the total not to exceed three (3)) and the Council Representative and Local President and/or two Dispatchers from the Union (the total not to exceed three (3)). The makeup and number of members of any subcommittees will be determined by mutual agreement between the parties.

- A. The Committee shall meet as necessary to address any and all issues involving the parties during the term of this Agreement, but in no event less than once each quarter.
- B. Identifying mutually agreed upon issues shall be the first priority for the committee.
- C. The joint committee and subcommittees, as appropriate, will examine and discuss the issues identified as well as the ramifications and impacts of each issue. Subject to the deliberations of the subcommittees and/or joint committee, recommendations may be issued from the joint committee to the Union's leadership and/or membership and to the County, as appropriate.

2. Fire Services Committee (FSC) AND Law Services Committee (LSC)

FSC and LSC meetings will include a dispatcher representative from the Bargaining Unit. This representative will be selected by the Union.

3. Committee Work

Decision makers are employees who facilitate the meeting or are decision makers in a set meeting. The decision makers for the following committees will have their meeting and travel time covered by MANDATORY time if applicable notice is given:

- Fire Services
- Law Services
- Quality Assurance
- Peer
- Innovation
- Water Rescue Consortium
- Benefits Review Committee
- Labor Management Committee
- Dispatch Review Committee

Labor-Management will meet at least annually to adjust committee priorities based on agency needs and available staffing. If mutual agreement is not made, the language above will be set minimum.

ARTICLE 24 – DISASTER STAFFING

1. DISASTER STAFFING

For the purposes of this article, “disaster” will be defined as any natural or manmade event that severely impacts the operations of C-COM. Disaster staffing will be differentiated from emergency staffing in that:

- A. Disasters are events that have expected operational impact beyond 24 hours;
- B. Disasters have a wide area impact, if not County-wide impact;
- C. Disasters may or may not have an emergency or disaster declaration from any governmental agency having jurisdiction in Clackamas County.

The Director or designee will have the authority to declare use of disaster staffing.

2. DISASTER SHIFTS

For sustained periods of activity, there may be a need to adjust staffing to meet the new challenges. Regarding division of work to meet those needs, management will implement the following options in order to achieve operational stability.

- A. Utilize all dispatch-certified staff that are not assigned regular dispatching shifts to the fullest extent possible to assist in call taking and dispatching.
- B. Upon declaration of a disaster staffing event, management will have the right to adjust dispatchers’ and call takers’ bidded shifts to allow for use a mandatory independent of minimums as specified in Article 6, Section 7. Management will devise this alternate schedule so that use of mandatory will be predictable and will make every attempt to not change hours through the work week and limit the use of over/in mandatory.
- C. Use of mutual aid as described in Section 4 of this article.

3. CANCELLING TIME OFF

Employees may be asked to voluntarily cancel time off to allow for additional staffing during times of disasters. Any employee who voluntarily cancels time off to work during a disaster will be paid 1.5 times for the hours they work during the canceled time off.

In a disaster staffing event, management shall have the right to cancel time in reverse order of seniority for normal vacation and compensatory time off and in reverse order of bid should seniority vacation need to be canceled.

4. MUTUAL AID

Extraordinary events may need extraordinary staffing. Should the staffing at C-COM not be sustainable to meet the service needs, management will be allowed to request assistance in staffing from outside sources for hours that were not previously posted for disaster enhancement after six (6) hours of posting **OR** upon mutual agreement.

5. WORKPLACE RELOCATION

In some circumstances, C-COM may be required to relocate 911 services if there is a pending threat to the existing facility or a hazard that uniquely places employees at risk.

In the event that relocation has occurred, County will seek to ensure that employees' basic needs, specific to food and lodging, can be provided so that employees may be able to focus on mission critical services.

In relocation events, C-COM will aim to provide access to food and alternate lodging, should the relocation site be more than 25 miles from everyday C-COM facility.

Mileage reimbursement, for the delta between the employee's home and the relocation worksite, will be provided minus the base miles that the employee would normally travel to and from work.

If an employee is offered lodging that provides a shorter commute than the employee's every day commute, no mileage will be offered to the employee if the offered lodging is denied.

If an employee is housed away from their home during a relocation event, employees would be provided per diem daily rate with C-COM provided meals subtracted from the daily amount. Reasonable dietary accommodations will be attempted, but if not possible, Director will retain discretion to provide GSA rate in lieu of meal provision.

If alternate lodging is not available during a relocation event, additional travel time necessary to travel to an alternate site will be paid at regular 1.5x overtime rate.

6. EMPLOYEE RESIDENCE EVACUATION

If an employee's primary residence falls into a Level 2 or Level 3 evacuation zone, C-COM will aim to make expedient efforts to cover and release the employee to return home to make necessary arrangements to protect life and property. These efforts may include pausing coaching, use of TQAC or supervisory coverage, or paging out for emergency staffing.

If the County has granted employer-paid leave at any time during the emergency incident which resulted in the relocation, C-COM employees will be allowed up to ten (10) hours of administrative leave to reoccupy their homes or deal with the outcomes of the emergency event, even if the County use window has expired.

7. PAUSE OF TIMELINES

If C-COM has declared emergency conditions, under this Article, all investigatory, disciplinary and grievance processes would be temporarily paused until four (4) business days after C-COM has resumed to normal operational conditions.

ARTICLE 25 - DRUG AND ALCOHOL POLICY

The County and the Union adopt the County's Drug Free Workplace policy proclamation dated August 15, 1989.

ARTICLE 26- SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to 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.

A. Underpayments

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

B. 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 eighty (180) calendar 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.

C. 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.

1. 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:
2. 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.
3. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (D) below.
4. 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.
5. 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.

6. 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.
- D. Employees can elect to either establish a payment plan through payroll deductions as described under this Article (C)(4) or may elect to pay overpayment in one (1) 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 - TERM OF AGREEMENT

This Agreement shall become effective upon full ratification by both parties and shall remain in full force and effect until the 30th day of June 2026, or the date of signing a subsequent Agreement, whichever last occurs. This Agreement shall be automatically renewed July 1, 2026, and each year thereafter unless either party shall notify the other in writing no later than January 1, 2026, that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than March 1st. In the event that notification of termination is given, it shall become effective thirty (30) days after the date of notice is received.

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.

APPENDIX A - CERTIFICATE PAY REQUIREMENTS

Requirements for obtaining Intermediate and Advanced certification are the same as the DPSST Certification standards.

Intermediate/Advanced Telecommunicator Portfolio

CATEGORY	PORTFOLIO ITEM	POINTS
Leadership	Policy Writing/Revision	1 point
Leadership	APCO/NENA Membership (active participation within past 2 years)	½ point
Leadership	APCO/NENA Leadership (Hold Office, Committee Chair, National Committee, etc. within past 5 years)	1 point
Leadership	Agency Leadership Role (agency defined)	1 point
Leadership	Professional Development (agency defined)	1 point
Calls for Service*	Multi-jurisdictional (cross-dispatch) events	¼ point
Calls for Service*	Mass casualty events	¼ point
Calls for Service*	Major Media Events	¼ point
Calls for Service*	Incident dispatch team member	¼ point
Calls for Service*	Unusual or Exemplary call for service (agency defined)	¼ point
Awards	Agency/local award recipient	½ point
Awards	State award recipient	1 point
Awards	National award recipient	2 points
Training	1 year Communications Training Officer (within past 5 years)	½ point
Training	2+ years Communications Training Officer (within past 5 years)	1 point
Training	Industry, DPSST or Agency Instructor (within past 2 years)	1 point
Training	Attend industry related training course – 8 hour minimum (does not count toward yearly certification hours)	1 point
Longevity	Every year as an Agency Head	1 point
Longevity	Every two years as a mid-level manager	1 point
Longevity	Every three years as a first line supervisor	1 point
Longevity	Every four years as a lead worker	1 point

* Calls for Service Category: (Requires significant participation in high impact calls for service)

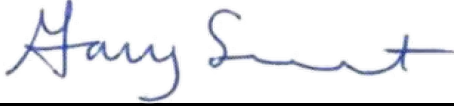
The additional yearly training hours to retain either the intermediate or advanced certifications are:

- 4 additional training hours required to retain Intermediate Certification
- 8 additional training hours required to retain Advanced Certification

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands on this 31st day of
December, 2024.

FOR THE COUNTY



Gary Schmidt, County Administrator,
on behalf of the Clackamas County
Board of Commissioners
12/31/2024

Date

Cheryl Bledsoe, Director C-COM

Date

Adam Collier, Chief Negotiator

Date

Anthony Collins, Bargaining Member

Date

Sherryl Childers, Bargaining Member

Date

Ryan Miller, Bargaining Member

Date

FOR THE UNION

Tessa Brooks, AFSCME Council
Representative

Date

Kayla Brenner, President, AFSCME
Local 350-7

Date

Victoria Scholes, Vice President,
AFSCME Local 350-7

Date

Fred Yungbluth, Local 350-7 Member

Date



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

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

December 31, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Ratification of the 2024-2028 Labor Agreement with AFSCME-Water Environment Services for represented employees. Total Contract Value including benefits is \$8,819,635 for 4 years. Funding is through ratepayer fees, sewer charges, surface water charges and system development charges. No County General Funds are involved.

Previous Board Action/Review	Executive Session: December 10, 2024		
Performance Clackamas	1. Building trust through good government		
Counsel Review	Yes, on December 31 st , 2024 by Jane Vetto	Procurement Review	No, item is a collective bargaining agreement with a union.
Contact Person	Ryan Miller	Contact Phone	NA

Executive Summary: Clackamas County and AFSCME Water Environment Services entered into bargaining for a new contract on April 30, 2024. The County and AFSCME-WES held ten (10) traditional bargaining sessions. On December 4th, 2024 the County and AFSCME-WES reached full tentative agreement on a new four (4) year contract. On December 18, 2024, AFSCME-WES informed the County that its members voted in favor of ratifying the tentative agreement.

Staff is presenting the 2024-28 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 2024-2025, 4.1% effective the first day of the pay period after the ratification date. Because the union ratified the contract prior to January 1, 2025, employees employed by the County as of the date of ratification will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2024 to the first full pay period after the effective date of ratification. (Year One total cost of base wages: \$335,406).

- Effective July 1, 2025, employees shall receive a cost of living increase equal to the percentage increase in the 2024 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5% (Year Two total cost of base wages projected on 3.5%: \$298,062).
- Effective July 1, 2026, employees shall receive a cost of living increase equal to the percentage increase in the 2025 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5% (Year Three total cost of base wages projected on 3.5%: \$308,494).
- Effective July 1, 2027, employees shall receive a cost of living increase equal to the percentage increase in the 2026 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5% (Year four total cost of base wages projected on 3.5%: \$319,291).

Total Cost of Base Wages for Life of Contract: \$1,261,253

Longevity Pay

Longevity pay has increased by 0.5% for 5, 10, 15, and 20 years of continuous service. The new rates are as follows: 1.5% at 5 years, 2% at 10 years, 2.5% at 15 years, and 3% at 20 years.

Projected total cost for Life of Contract: \$100,623

Increase in Vacation Sellback

Employees will now be eligible to sell back up to 50 hours of vacation, an increase of 10 hours from the previous contract, provided they have used 40 hours of vacation earlier in the year. Projected cost below reflects most likely costs based on historical data. (Variable Fiscal Impact)

Projected total cost for Life of Contract: \$6,412

Certification Pay Program

The County may provide an annual lump-sum incentive for eligible employees in certain classifications who hold and maintain specific certifications. These include \$1,000 for the State of Oregon Wastewater Treatment and Collections Grade Level 4 Operator Certification and \$500 for the State of Oregon Backflow Assembly Tester Certification.

Projected total cost for Life of Contract: \$38,000

Increase to Protective Equipment

The County will provide employees \$300 per fiscal year for protective footwear or accessories, an increase of \$100 from the previous contract.

Projected total cost for Life of Contract: \$37,200

Increase to HRA/VEBA

Annual contributions to employees' HRA/VEBA accounts will increase from \$50 to \$100.

Projected total cost for Life of Contract: \$18,600

Market Study Reviews

The County has committed to completing market studies for all positions not reviewed since June 30, 2019, by June 30, 2027.

Projected total cost for Life of Contract: Undetermined Fiscal Impact at this Time

The cost information provided reflects the status quo fiscal impact under the new contract, as included in prior staff reports but was not part of negotiations. The listed costs represent anticipated increases in insurance premiums set by providers, with the County/employee cost split remaining unchanged.

Employer Paid Health and Welfare Benefits

Status quo, no additions or changes.

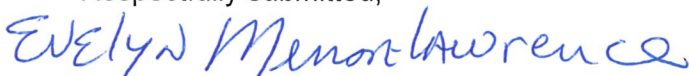
Projected Total Cost for Life of Contract: \$7,357,547

Term of Agreement

4 year contract, set to expire June 30, 2028.

RECOMMENDATION: Staff recommends the Board approve the attached contract Between Clackamas County and AFSCME-WES, and authorizes the Chair or designee to sign on behalf of the County.

Respectfully submitted,



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

SIGNATURE PAGE

RATIFICATION

IN WITNESS THEREOF, the parties hereto have set their hands on this 31st day of
December, 2024.

FOR THE COUNTY



Gary Schmidt, County Administrator,
on behalf of the Clackamas County
Board of Commissioners
12/31/2024

Date

Greg Geist, Director of Water
Environment Services

Date

Ryan Miller, Bargaining Member

Date

FOR THE UNION

Tessa Brooks, AFSCME Council
Representative

Date

Patrick Clasen, Local 350-4 President

Date

Otis Lundgren, Local 350-4 Vice
President

Date

Patrick Leach, Local 350-4 Member

Date

Stephanie Hill, Local 350-4 Member

Date

2024-2028

AGREEMENT

between



CLACKAMAS
C O U N T Y

and

**WATER ENVIRONMENT SERVICES
EMPLOYEES
OF
CLACKAMAS COUNTY, OREGON
Local 350-4, Council #75, AFSCME**

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AGREEMENT

Between

CLACKAMAS COUNTY, OREGON

and

**WATER ENVIRONMENT SERVICES EMPLOYEES OF CLACKAMAS COUNTY,
OREGON**

Affiliated With

CLACKAMAS COUNTY, OREGON, PUBLIC EMPLOYEES'
LOCAL 350-4 and Council 75, AFSCME, AFL-CIO

PREAMBLE

This agreement is entered into by Clackamas County, Oregon, herein after referred to as the County, and the Water Environment Services Employees of Clackamas County affiliated with Local 350 and Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The parties agree as follows:

ARTICLE 1 – DEFINITIONS

- 1. CONFIDENTIAL EMPLOYEE**
As defined in Oregon Revised Statute 243.650.
- 2. EMERGENCY**
An unforeseen or unusual circumstance or a combination of circumstances which, in the opinion of the County, calls for immediate action.
- 3. SUPERVISORY EMPLOYEE**
As defined in Oregon Revised Statute 243.650.
- 4. TEMPORARY EMPLOYEE**
Any non-regular employee appointed to a position of six (6) months duration or less. These employees are not part of the bargaining unit. 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.
- 5. REGULAR EMPLOYEE**
An employee who has successfully completed their initial probationary period from date of appointment to a regular position.
- 6. REGULAR PART-TIME EMPLOYEE**
A regular employee who works less than full time, but works at least one-thousand forty (1040) hours per year.
- 7. 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.
- 8. PROBATIONARY PERIOD FOR INITIAL HIRE**
For new hires the probationary period shall be defined as twelve (12) months from the date of appointment to a regular position.
- 9. PROBATIONARY PERIOD FOLLOWING ACCEPTANCE OF ANOTHER POSITION**
For regular status employees who are appointed to another position in the County, the probationary period shall be defined as six (6) months from the date of appointment to the new position.
- 10. FAMILY MEMBER**
Family members as defined by applicable state or federal law.

ARTICLE 2 – RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purposes of negotiation with the County for all regular and regular part-time employees that are or will come under the jurisdiction of the Water Environment Services, a Department of Clackamas County, with the exception of confidential or supervisory employees as defined by ORS 243.650 and employees who work less than one-thousand forty (1040) hours per year.

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 except as modified by the specific terms of this agreement.

By way of illustration and not by way of limitation, these rights include:

- A. The determination of the governmental services to be rendered to the citizens of Clackamas County.
- B. The determination of the County's financial, budgetary and accounting procedures.
- C. 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 or for other legitimate reasons; 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; the right to determine levels of staffing, assign personnel and distribute overtime; the right to make, publish and enforce rules and regulations; and the right to contract or subcontract any work.
- D. The right to declare emergencies and suspend the appropriate provisions of the contract during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- E. The right in times of financial exigency to lay off or reduce the work week with corresponding wage and fringe benefit reduction, or furlough employees without pay after giving the Union at least thirty (30) calendar days' notice of the intended action. In situations due to external circumstances beyond the County's control where the County has less than thirty (30) days' notice, the Union will be notified as soon as possible after the County receives notice. This language does not apply to normal layoff situations which would be covered under Article 17 (Layoff). The reduction in work week or furloughing of employees shall not result in the loss of insurance benefits provided under Article 12 – Health and Welfare or sick and vacation accrual. Vacation leave, sick leave, personal holiday, or compensatory time off may not be used outside a reduced work week or during an unpaid furlough period. The County shall be required to dismiss or not schedule to work any temporary employee performing similar type work prior to furloughing any regular, provisional or probationary employee.

ARTICLE 4 – UNION RIGHTS

1. BULLETIN BOARDS

The County agrees to furnish and maintain a suitable bulletin board at each staffed location in the Water Environment Services Department. Bulletin boards shall only be used to post information relevant to County and Union business. 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 boards shall be the 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.

However, if notification of a WES job opening is delivered by CCJO or other WES email, then the job opening will remain open not less than six (6) calendar days from the date of the WES email notice.

2. UNION REPRESENTATIVES

The Union shall advise the County in writing of all the names of employees who are serving as Union representatives/Stewards. The County shall recognize only employees designated as Union representatives/Stewards, Council representatives, or International Union representatives as official representatives in the administration of this agreement. Said list shall be updated as necessary.

3. VISITS BY UNION REPRESENTATIVES

The County agrees that representatives of the Union, whether Local Union representatives, Council representatives, or International Union representatives, shall have access to the premises of the County to conduct Union business.

4. 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. 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 the session.

5. AGREEMENT PUBLICATION COSTS

Copies of the Agreement shall be made available to the parties provided that any and all costs and expenses incurred in the publication or duplication of same shall be borne by the Union and County equally.

6. 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 on pending grievances, procedures for avoiding grievances, and to promote harmonious labor/management relations.

7. ELECTRONIC MAIL

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 18 – Settlement of Disputes of this Agreement; or
- D. matters directly related to the collective bargaining relationship between the County and the Union.

Union members may use the County email system 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 the meaning, interpretation, or application of this Agreement;
- C. to present a grievance regarding the meaning, interpretation or application of this Agreement; or
- 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 (i.e., County elections, Union candidate elections, or otherwise).

8. NEW EMPLOYEE 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 (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Union members. One (1) 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.

9. 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 Agreement (MOA) that describes the terms and conditions of temporary employment with the Union.

10. UNION STEWARDS TIME

Union officials and Stewards may investigate and process grievances during working hours within reasonable limits without loss of pay. In addition, Union stewards will be released during their normal working hours, without loss of pay, to prepare for and attend meetings within the Steward's bargaining unit and for the following representational activities: Management scheduled investigatory interviews and pre-disciplinary meetings; new employee orientation; informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings and held during their work time; and Labor Management Committees, Safety Committees and other joint labor/management forums.

The Union steward will provide reasonable notice to the supervisor before attending any meeting or hearing during the employee's work hours. The Union Steward will record their time spent under this provision as Union Business on their time sheet.

11. EMPLOYEES TIME

Employees will be provided a time during their normal working hours to meet with the Union Steward and/or Council Representative to process and report a potential grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings for the following:

- A. Grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings held during his or her work time;
- B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if the employee appears during their work time;
- C. Management scheduled investigatory interviews and/or pre-disciplinary meetings;
- D. Labor Management Committees when the employee has been selected by the Union to be a member; and
- E. Negotiations when the employee has been selected by the Union to be a member of the Union bargaining team.

12. LUNCH AND LEARNS

The Employer will support lunch and learns 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 4 – Flexible Work Schedule.

ARTICLE 5 – UNION CHECK-OFF

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 in accordance with the terms of the contract between the employee and the Union. 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.

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 – PEOPLE and AVIP

To the extent allowable by law, employees may authorize payroll deductions for the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) or AVIP (AFSCME Values in Practice). The Union agrees to provide the Employer a listing of employees that are making PEOPLE and/or AVIP contributions and amount deducted per employee on a monthly basis in the same report it provides to the County for dues deduction as required by Article 5.

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.

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 lunch period and emergencies.

2. WORK WEEK

The work week shall be set by the County, but in no event would the regularly scheduled work week exceed forty (40) hours. The County will not set work weeks so that employees will have less than two (2) consecutive days off. It is mutually agreed that whenever possible, consistent with the needs of the County, the County will consider the requests of the Union to change or modify existing work schedules.

3. WORK DAY AND WORK SCHEDULES

All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times except as modified by an approved flexible work schedule (see Section 4 of this Article). Work schedules showing the employees' shifts, work days, and hours shall be posted electronically at all times. Changes of work schedules, shift or station assignments shall be posted fourteen (14) calendar days prior to change. Overtime as a result of emergency responses or project specific work that is required to be performed outside the regular work shift does not constitute a change in the employee's regular schedule under this section.

A Union representative, or designee, and supervisor may agree to waive the posting requirement.

Employees that transition onto a new regular set schedule or shift and who do not receive two (2) consecutive days off will be compensated at the overtime rate for hours worked on the first scheduled work day of the new schedule or shift.

The County and the Union recognize that in order to adequately serve the public, the employee and supervisor may mutually agree in writing to a schedule other than the standard County schedule, provided that: the agreed upon schedule is consistent with the needs of the County; the schedule does not establish a work day that is less than four (4) hours nor more than ten (10) hours; the schedule has start and end times in fifteen (15) minute increments beginning on the hour; and the schedule does not establish a work week in excess of forty (40) hours, except as referenced below, and the schedule shall 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 this Article.

A. Work Day and Work Week. Within the parameters outlined above, the work week and the work day may be defined by mutual agreement between the employee and supervisor. Examples are, but are not limited to:

a. Five (5) consecutive days of eight (8) hours each;

- b. Four (4) consecutive days of ten (10) hours each (i.e., a "4-10" schedule); and
- c. Five (5) nine-hour days one (1) week, followed by three (3) nine-hour days and one (1) eight-hour day the next week (i.e., a "9-80" schedule).

Overtime shall be paid in accordance with Article 14, Section 9 (Overtime). Holidays shall be paid in accordance with Article 8, Section 3 (Holiday Pay) and Bereavement Leave shall be paid in accordance with Article 11, Section 8 (Bereavement Leave).

4. FLEXIBLE WORK SCHEDULE

Employees may request flexible work scheduling for personal reasons which permits infrequent modification of hours of work within the same work week on a case-by-case basis. The purpose of this flexibility is to allow employees, with approval from management, the ability to adjust the hours of a work shift. Supervisors may request employees to flex their daily work schedule within the same work week to meet immediate workload demands and to support engagement in development opportunities and required training. Flexible scheduling does not constitute an official change in an employee's work schedule. Utilization of flexible scheduling must meet the following criteria:

- A. Employee requests for flexible scheduling must be submitted at least twenty-four (24) hours in advance and in writing, unless the County waives said requirement(s).
- B. Adjustments to hours of work must:
 - a. Be mutually beneficial to employees and the County
 - b. Not negatively affect other employees
 - c. Not impede customer service or normal work process
 - d. Not generate additional labor costs or overtime
 - e. Occur during the same work week

5. 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.

6. REST TIME DURING CONTINUOUS OPERATIONS

Under conditions designated by management that require continuous work beyond sixteen (16) consecutive hours, an employee is considered to be working even though some of their time may be spent resting. In order to be eligible for paid rest

time, the employee shall remain at the location and available for work at all times as deemed necessary by management until released.

7. MEAL PERIODS

All employees shall be granted a meal 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 the employee's meal on employee time.

With supervisor approval, an employee may combine meal and rest periods as long as it does not impact their scheduled start and stop time.

8. CLEANUP FACILITIES

The County shall provide the required cleanup facilities for the employees' cleanup.

Employees who wear County-provided protective clothing shall be given the last ten (10) minutes of their shift to change their clothes. Employees who have been in direct, substantial contact with sewage must change clothes and shower as soon as reasonably possible.

9. EMERGENCIES

This Article may be deviated from during times of emergency.

ARTICLE 8 – HOLIDAYS

1. HOLIDAYS

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

- New Year's Day (January 1)
- 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)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- Every day appointed by the Board of County Commissioners as a paid holiday.

2. FLOATING HOLIDAY

A Floating Holiday of one (1) ten (10) hour work day off with pay per calendar year shall be credited to each employee on January 1. Floating holidays may be used as one (1) entire day off, or may be used incrementally in hour units. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. 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

Eligible employees shall receive pay for each of the holidays listed in Section 1 above on which they perform no work as follows:

- 1) If on a five (5) day eight (8) hour work week schedule, then eight (8) hours;
- 2) If on a four (4) day ten (10) hour work week schedule, then ten (10) hours;
- 3) If on an eighty (80) hours in nine work day schedule, then nine (9) hours;

To receive pay for a holiday, the employee must be in a paid status, defined as regular wages or County accrued leave, 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, 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 or a 9-80 schedule, 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 paid 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 above, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) the employee's regular rate of pay. When computing overtime, all paid leave shall be considered as time worked.

ARTICLE 9 – SICK LEAVE

1. ACCRUAL

Regular full-time employees shall accrue paid sick leave at the rate of eight (8) hours of leave for each full calendar month of service to be used in the event of an employee's illness or illness of a member of the 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. Employees in a paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month. Sick leave shall accrue on the first work day of the month for each preceding calendar month worked.

2. DOCUMENTATION

Appropriate documentation of illness may be required after more than three (3) consecutive days of absence or in cases of suspected abuse. If the employee is under a healthcare provider's care, a provider's certificate shall be considered appropriate documentation. Abuse of sick leave or excessive unplanned absences other than qualifying medical leave or workers' compensation leave may also be cause for disciplinary action including discharge under Article 16 (Discipline and Discharge).

3. IMMEDIATE FAMILY

For the purposes of this Article, an employee's immediate family shall be defined as spouse, domestic partners (as defined by the Benefits Review Committee), parents, children, brother, sister, grandparents, stepchildren, stepparents, stepsiblings, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren or other family members as defined by applicable state or federal law. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Department Director upon request.

4. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT

Pursuant to ORS 238.350, the County shall report all allowable sick leave hours to PERS upon an employee's separation from County employment.

5. USE OF SICK LEAVE

Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of illness, off the job injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or death in their immediate family requiring the presence of the employee, for such period as the employee has sick leave credit provided the employee calls in at the beginning of the employee's work shift no later than fifteen (15) minutes prior to the start of the work shift or at the earliest possible time.

ARTICLE 10 – VACATION LEAVE

1. ACCRUAL

- A. Vacation Option – New Hires. New employees upon initial hire will have the one-time option to choose to either have their first year's worth of vacation leave frontloaded into their vacation leave bank in accordance with County Employment Policy and Practice (EPP) #66 – Vacation Leave or accrue vacation on a period basis in accordance with subsection C below.

Employees who choose the frontload option for the first year of employment will start accruing vacation leave effective the first day of their second year of employment in accordance with subsection B(2)(a) below.

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 24, Section 3(A)(3).

Should a new hire not make a selection, they will be defaulted into the normal accrual system outlined in subsection B below.

- B. Paid vacation leave shall accrue at the rate shown below on the first day of the month for each preceding full calendar month worked in accordance with the following schedule. Employees in a paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month. It is recognized that in all cases service shall be interpreted to mean continuous County service, including rights set forth in ORS Chapter 236.

1. Basic Vacation Plan

- a. 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:
- i. 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.
 - ii. After six (6) months, but less than (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. Vacation leave not to accumulate beyond two-hundred eighteen (218) hours.

- iii. 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. Vacation leave not to accumulate beyond two-hundred eighteen (218) hours.
 - iv. 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. Vacation leave not to accumulate beyond two-hundred fifty-eight (258) hours.
 - v. 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. Vacation leave not to accumulate beyond two-hundred fifty-eight (258) hours.
 - vi. 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. Vacation leave not to accumulate beyond two-hundred fifty-eight (258) hours.
- b. Vacation accruals may be accumulated beyond these limits during the yearly cycle of January 1st through December 31st, but will be reduced to the hours limit at the end of the business day on December 31st.

2. Vacation Sell-Back Plan

- a. Employees hired after January 1, 2001 participate in the Vacation Sell-Back plan and shall accrue vacation in the following manner:
 - i. Employees having served in the County service for one (1) full calendar month in a paid status for eighty-eight (88) hours (prorated 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. Vacation leave not to accumulate beyond two-hundred fifty (250) hours. Vacation accruals may be accumulated beyond two-hundred fifty (250) hours during the yearly cycle of January 1st through December 31st, but will be reduced to two-hundred fifty (250) hours at the end of the business day on December 31st
 - ii. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell up to fifty (50) hours of vacation

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.

- iii. Some employees hired prior to January 1, 2001 have made a one-time election to enroll in the Vacation Sell Back Plan by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in the Vacation Sell Back Plan, an employee may not enroll in the Basic Vacation Plan.

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

Employees shall be permitted to choose either a split or entire vacation. Employees may utilize vacation in fifteen (15) minute increments. Whenever possible, consistent with the needs of the County and requirements for vacation relief, employees shall have the right, with management's approval, to determine vacation times, but in any case, vacation times shall be selected on the basis of classification seniority; however, each employee will be permitted to exercise their right of classification seniority only once per calendar year. Notice of the day or days requested shall be given to the County at least twenty-four (24) hours in advance, unless the County waives said requirement.

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 the employee's heirs, whichever the case may be.

ARTICLE 11 – OTHER LEAVES

1. LEAVE OF ABSENCE

Leaves of absence are covered by County Code and policy. No leave will be granted to an employee to accept employment in any other capacity. Seniority and credit toward longevity, salary increases, sick leave and vacation will not accrue during such leave except during any month when the employee is in paid status, defined as regular wages or County accrued leave, for at least eleven (11) working days, (eighty-eight (88) hours), prorated based on FTE. Benefits will not be paid by the County during such leave except when the employee is in paid status, defined as regular wages or County accrued leave, for at least eleven (11) working days, eighty-eight (88) hours), prorated based on FTE.

2. JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness in any litigation or administrative hearing process involving the County during their scheduled shift, the employee will be granted absence from work and receive straight time pay for scheduled work time during 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 employee's 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 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 report to work all hours of the employee's normal work shift that their presence is not required as a juror or witness. If an employee is subpoenaed as a witness in any litigation or administrative hearing process not involving the County, the employee shall submit proof to the County of such requirement and shall take vacation leave; or if vacation is exhausted, leave without pay.

3. UNION BUSINESS

Not more than one (1) employee at any one time, elected to any Union office or selected by the Union to do work which takes them from their employment with the County may, at the written request of the Union, be recommended by the Board of County Commissioners for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity may be granted a leave of absence at the request of the Union. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned their position with the County, and their position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the employee's leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that the employee is unable to return to work by reason of sickness or physical disability.

4. PARENTAL LEAVE

Parental Leave will be granted in accordance with State and Federal law and will be administered as described in the most current Employment Policy and Practice regarding the Family & Medical Leave Policy 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 the most current Employment Policy and Practice regarding the Family & Medical Leave Policy and the Personnel Ordinance.

6. 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 twelve (12) 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.

7. MILITARY AND OTHER SERVICE LEAVES

Military leave will be granted in accordance with State and Federal law and administered as described in Employment Policy and Practice #7 and Personnel Ordinance.

8. BEREAVEMENT LEAVE

An employee shall be granted not more than three (3) days leave in event of death in the family of the employee, as approved by the Department Director or designee, to make household adjustments or to attend funeral services. Eligible employees may take up to two (2) weeks of leave for the death of a family member not to exceed four (4) weeks total within any one-year period, as defined by Oregon Family Leave Act (OFLA).

Consistent with the needs of the County, 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 plan for eligible employees and their eligible family members, who elect coverage. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 9 of this Article.

Effective January 1 of each year of the contract, 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 County contribution in the previous calendar year.

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

Employees who submit the Medical Insurance “Opt-Out” Waiver of Medical Coverage for 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 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 plan(s) and the eligibility of family members shall be the authority of the Benefits Review Committee as described in Section 9 of this Article.

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 the County coverage with qualifying life event or at next Open Enrollment subject to carrier rules.

5. 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 of this Article. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 9 of this Article.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60% of covered salary, including longevity, up to a maximum covered salary of \$3,333 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 dependents 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 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 calendar month following the employee's date of hire.

9. BENEFITS REVIEW COMMITTEE

A Labor-Management Benefits Review Committee shall be formed and 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 benefits 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 (1) 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 (1) 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 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. HEALTH REIMBURSEMENT ACCOUNT (HRA)

The County shall enroll each benefit eligible employee covered by this agreement into the County's Health Reimbursement Account (HRA/VEBA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee. The employee shall be responsible for the third party annualized investment fee.

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 February or sooner if administratively practicable.

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

Eligible employees as of December 31st of each year shall receive an annual contribution of \$100 paid into their HRA/VEBA account by the second payroll period of the following January each year.

11. 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.

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 with the next available payroll after the employee enrolls in the deferred compensation retirement plan with the record keeper. 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 Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The County is self-insured for workers' compensation claims. The County and Union acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.

2. COMPENSATION PAYMENT

- A. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization, that arise out of and occur in the course of employment where the claim has been accepted, in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:
1. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
 2. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, workers' compensation covers from the first day.
 3. 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.
 4. 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 the injury unless prohibited by law, rule, regulation, or provider contract.
- B. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under the Oregon Workers' Compensation Law. At that time, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).
- C. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains

employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 12 (Health and Welfare).

- D. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

ARTICLE 14 – WAGES

1. WAGES AND CLASSIFICATION SCHEDULE

After ratification by both parties, employees shall receive a 4.1% cost of living increase effective the first day of the pay period after the ratification date. However, if the Union ratifies the contract prior to January 1, 2025, employees employed by the County as of the date of ratification shall receive a lump sum payment based on 4.1% of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2024 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, 2025, employees shall receive a cost of living increase based on the percentage increase in the 2024 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%).

Effective July 1, 2026, employees shall receive a cost of living increase equal to the percentage increase in the 2025 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor (minimum 0% and maximum 4.5%).

Effective July 1, 2027, employees shall receive a cost of living increase equal to the percentage increase in the 2026 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor (minimum of 0% and maximum 4.5%).

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

When any classification not listed on the pay plan is established, the County shall designate a pay range for the position. In the event that the Union disagrees with the pay range and files a timely demand to bargain with the County, the Union and County shall open negotiations to establish a salary grade for the classification.

Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate. Increases in wages within the pay range as posted on the County Internet shall be based on the performance of the employee in meeting the standards established for the employee's job classification. Standards shall be jointly reviewed at the beginning of the performance period by the employee and manager. They shall be objective, quantifiable, and shall measure performance of the essential job functions.

Evaluation of an employee's performance for consideration of an increase of 3.5% within the salary grade will occur at intervals of not greater than one (1) year, except after the initial appointment, reclassification, or promotion, where it will occur after six (6) full months.

If performance does not meet standards, the manager will immediately establish a ninety (90) calendar day performance improvement plan for the employee which is intended to bring the employee's performance into compliance with performance expectations. At the end of the ninety (90) calendar day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the employee will be granted the increase, effective the date of the most recent review. If the employee receives an increase resulting from the first ninety (90) calendar day review, the employee's anniversary date will remain unchanged. If an increase is not achieved until a later date, the employee's anniversary date will change to the date of the increase.

2. LONGEVITY PAYMENT

Employees 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 in a regular or limited term status, unbroken by separation from County employment that results in a new date of hire. However, credit toward longevity will accrue only when an employee is in paid status, defined as regular wages or County accrued leave, for at least eleven (11) days in any month.

5 years	1.5%
10 years	2.0%
15 years	2.5%
20 years	3.0%
25 years	3.5%
30 years	4.0%

The calculation for longevity shall be based on the employee's service date minus thirty (30) 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

Out-of-class 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 classification level, which situation is to be addressed through the position review process with the Department of Human Resources.

Continuous Work Out-of-Classification (WOC1): When an employee is assigned in writing by their supervisor to perform the duties of a higher paid classification for at least thirty (30) consecutive regular work days and meets the minimum qualifications of the higher level classification. The Continuous Work Out-of-Classification add-to-pay rate will be determined by conducting a salary placement assessment in accordance with the Oregon Equal Pay Act or an additional three and a half percent (3.5%) of base hourly rate, not to exceed the maximum of the higher classification's salary range, whichever is higher.

Hourly Out-of-Classification (WOC2): When an employee is assigned in writing by their supervisor to perform the duties of a higher paid classification that is sporadic in nature (two or more hours) or includes non-consecutive working days. The employee shall track and be placed in an Hourly Work Out-of-Classification assignment, and paid an additional three and a half percent (3.5%) of base hourly rate or at the beginning of the range of the higher level classification, whichever is greater, via the payroll timekeeping system.

Prior to working out-of-classification, the supervisor will prepare a memorandum stating the need for the out-of-class work and how the employee is qualified to perform such higher classification work, and receive authorization from the Director of WES or their designee.

If an employee is assigned full time out-of-class work for a continuous period of longer than six (6) months, the employee will receive performance reviews and be eligible for step increases in accordance with Section 1 of this Article. The out-of-class rate will not exceed maximum rate of higher classification's salary.

The Human Resources Department will review the appropriateness of all out-of-classification assignments. No out-of-class pay will be allowed unless the employee has met the minimum qualifications of the higher level classification and has been authorized to perform such out-of-class work by the employee's immediate supervisor. An employee who does not meet the minimum qualifications cannot be required to work in a higher classification except during emergencies.

Employees assigned to train in another classification are not eligible for work out-of-classification pay.

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

4. PERS/OPSRP PAYMENT

The County agrees to pay the employee's share of contribution on behalf of employees as set by 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. REGULAR REPORTING TIME

When employees report for their regularly scheduled shift, work will be provided.

6. ELECTRONIC REMOTE OPERATIONS

An Electronic Remote Operation shall be defined as any authorized work where the employee does not physically report to a work location but performs a work function through electronic access. An authorized work function is defined as the routine set of tasks or activities performed by a person as assigned in their position.

An employee who is called to work outside of the employee's regular scheduled shift and volunteers to respond by means of an Electronic Remote Operation shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay but, compensation shall not be paid twice for the same hours. If the work function necessitates that the employee physically report to a work location, the time paid under Electronic Remote Operations response will be counted as Call-In Time provided in Section 7 of this Article, of the current collective bargaining agreement but, compensation shall not be paid twice for the same hours.

Any dispute which may arise between the parties involving the application, meaning or interpretation of this section shall first be brought to the Labor Management Partnership Committee for resolution. If the Labor Management Partnership Committee is unable to resolve the dispute the parties agree to follow Article 18 (Settlement of Disputes) of the current collective bargaining agreement. The timelines for step one of Article 18 (Settlement of Disputes) shall begin when the Labor Management Partnership Committee reaches impasse.

7. CALL-IN TIME

Except as provided in Section 9(B) below, any employee called to report to work outside of their 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 but compensation shall not be paid twice for the same hours.

8. STANDBY

Based on the County's operational needs, without the declaration of emergency, the County reserves the right to place qualified employees on Standby while they are off duty. The number of employees placed on Standby will be determined based on business needs and may vary by work unit. Standby schedules and assignments will seek to reasonably accommodate employee vacations, sick time, and other life events.

When an employee is on Standby and receives a request to report to work, the employee must acknowledge the request within thirty (30) minutes via phone call, text message, or any other means of immediate communication available. The employee is expected to physically report to work within ninety (90) minutes of acknowledging the request. While on Standby, the employee shall comply with all County policies that pertain to being fit for duty including Drug & Alcohol policies.

An employee on Standby shall receive two (2) hours of regular pay for each twenty-four (24) hour Standby period regardless of whether the employee is called in to work. In the event the employee is called in to perform work, the employee shall be compensated in

accordance with Section 7 (Call-In Time) above in addition to receiving the two (2) hours of Standby pay. An employee on Standby on a holiday listed in Article 8 (Holidays), Section 1 shall receive four (4) hours of regular 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 four (4) hours at the rate of two and one-half (2½) times their regular rate of pay. Standby pay is not payment for hours worked and may not be converted to compensatory time.

In the event an employee does not respond to a request to report for duty while on Standby, or fails to respond within the timelines described above, the employee automatically forfeits the Standby compensation, may be subject to disciplinary action, and may be removed from the Standby program for a period of one (1) year.

9. OVERTIME

Time and one-half (1-1/2) 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:

- A. All authorized work performed in excess of:
 - 1. Eight (8) hours in a day or forty (40) hours in a regularly scheduled work week for employees on an eight (8) hour five-day work week; or
 - 2. Ten (10) hours in a day or forty (40) hours in a regularly scheduled work week for employees on a ten (10) hour four-day work week; or
 - 3. Nine (9) hours in a day or eighty (80) hours in a pay period for employees on a regular 9-80 schedule.

- B. All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in thirty (30) minute units as outlined below:
 - 1. 0-14 minutes paid at time and one-half (1 ½) for actual time worked;
 - 2. 15 – 30 minutes paid for thirty (30) minutes at time-and-one-half (1 ½); and
 - 3. 31+ paid at time and one-half (1 ½) for actual time worked.

- C. Part-Time Employees:
 - 1. Employees who work a part-time schedule shall not be required to work hours beyond their regular part-time schedule;
 - 2. If a part-time employee requests to work beyond their regular schedule, they shall be paid straight time for work until they reach the daily standard schedule for the work group;
 - 3. If required by management to work hours beyond their regular part-time schedule they shall be paid time and one-half (1 ½) for time in excess of that schedule as outlined in B above.

All paid leave shall be considered time worked for purposes of calculating overtime.

10. DISTRIBUTION OF OVERTIME

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within the same job classification at each permanent reporting place 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 at each permanent reporting place. 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.

11. COMPENSATORY TIME OFF

Compensatory time off is equal to one and one-half (1-1/2) hours off for each hour of overtime worked in lieu of overtime pay, consistent with conditions contained within this section.

A. Accrual

1. An employee who works overtime shall have the right to either overtime pay or compensatory time.
2. Compensatory time shall not accrue beyond two hundred (200) hours at any one time.

B. Use

1. Employees shall have the right to determine compensatory time off consistent with the needs of the County and such use shall not be denied in a manner that is arbitrary or capricious. Compensatory time may not be used under the following conditions:
 - a. In conjunction with use of vacation leave;
 - b. If it creates the need for overtime or temporary out of class within the department;
 - c. If the employee fails to request use of compensatory time at least twenty-four (24) hours in advance;
 - d. If staffing levels or needs do not permit.
2. The supervisor shall have the discretion to waive any of the above conditions.

In the event the employee leaves County employment for any reason, accrued compensatory time shall be reimbursed in cash to the employee at the employee's current straight time rate of pay.

12. TRAVEL PAY AND MILEAGE REIMBURSEMENT

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

13. PORTAL TO PORTAL PAY

Employees shall report to their permanent 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.

An exception may be made to this section for an employee who voluntarily requests to begin and/or end their shift at a place other than their permanent place of reporting. Employees who request to make exception to this section shall not travel on their own time and shall be paid at the current County Travel Policy rate per mile from the established reporting place for the use of his/her personal transportation.

14. PAYDAY

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

In the event an administrative error is made by management which results in a shortage of at least \$25 net pay, the County shall, at the request of the employee, issue a check for the difference within three (3) working days of the employee's notice to the County.

15. COMPUTATION OF HOURLY RATE

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

16. RECLASSIFICATION/PCQ REVIEW

If the employee has been performing the duties of a higher level classification for at least seventy-five percent (75%) of the time for a period of six (6) months or more and meets the minimum qualifications and employment requirements described in the 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 six (6) full calendar months from the effective date of the reclassification.

If the 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 six (6) full calendar months from the effective date of the reclassification.

When it is determined that an employee has been performing the work of a higher classification for at least seventy-five percent (75%) of the time and meets the minimum qualification and the employee is not subsequently reclassified since management decided to remove the higher level duties, the employee shall receive WOC pay for the

period starting from the date the employee and/or supervisor signed the PCQ, whichever came first.

When a position is reclassified to a classification that carries a higher salary grade, the incumbent employee shall be reclassified to the higher classification effective the date they signed the PCQ. The new base pay rate following reclassification will be determined by one of the following, applying the method which yields the higher rate: 1) Human Resources will complete a Salary Placement Assessment, in accordance with the provision of the Oregon Equal Pay Act. 2) A 3.5% increase above the employee's Base Pay Rate immediately prior to the date of reclassification, not to exceed the maximum of the higher classification's salary range.

17. BILINGUAL SKILLS PAY

- A. When a position requires an employee 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.
- B. It is not the intent of the parties that the re-designation of a position to "bilingual required" would be done for the sole purpose of superseding the layoff provisions of this agreement.
- C. When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL), 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 minutes, for performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

ARTICLE 15 – PERSONNEL RECORDS AND INFORMATION

The parties agree as follows in regard to personnel records and information:

- A. For the purpose of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Department of Human Resources.
- B. Employee personnel files are protected from access by persons other than those authorized by: (1) the employee, or (2) the custodian of the file.
- C. 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.
- D. 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. Both the employee and their union representatives shall be furnished a copy of formal discipline.
- E. The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
- F. Any document reflecting caution, consultation, warning, admonishment, and reprimand placed in an employee's personnel file cannot be used for progressive discipline purposes after three (3) years, unless there is evidence in the file of repeat occurrences.
- G. The County will make a good faith effort to remove a document from an employee's file on the date its minimum retention span expires. Any expired document found in a file will be removed by the County upon notification of its presence. Documents shall be removed prior to the expiration of the retention period stated above, if such removal is agreed to by the County and the Union as part of the settlement of a grievance, or if removal is ordered by a grievance arbitrator appointed under this agreement, ordered by the Employment Relations Board, or ordered by a court.

ARTICLE 16 – 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.

Initial probationary employees are not protected by the just cause standard, and are subject to discipline and discharge without prior notice or an opportunity to respond to the charges prior to discipline.

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 the Grievance Procedure. The Union shall submit any such grievance at Step I of the Grievance Procedure (Article 18, Section 1) 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. PRE-DISMISSAL HEARING

When the County believes there is just cause for discharge, the employee involved will be either placed on paid administrative leave or be allowed to continue to 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 County shall provide to the employee who is not on the initial probationary period 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 County, to prepare for the pre-dismissal hearing.

5. INITIAL PROBATIONARY EMPLOYEES GRIEVANCE

A probationary employee who has not completed their initial twelve (12) month probationary period with the County 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 purposes 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 17 – 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 positions/classifications based on seniority and salary range to which the employee may be qualified to bump.

Employees who wish to participate in the bumping process must notify the Department of Human Resources in writing by 6:00 p.m. of the fifth working day after receiving their notice. At this time, the employee will also identify in writing those available positions/classifications the employee wishes to bump into and a list of their experiences, qualifications, skills and abilities relevant to the identified positions/classifications.

2. LAYOFF ORDER

Within a classification and department, temporary, initial probationary and other employees who do not have regular status will be laid off before employees with regular status. A layoff order shall be established within the bargaining unit on the basis of seniority. Employees who have never attained regular status with the County and who are laid off, will not be placed on layoff registers and do not have displacement/recall rights. No temporary employees will be hired to fill laid off bargaining unit positions.

An employee who has not completed a probationary period following promotion or reclassification as a result of department reorganization, is subject to the layoff rules at the previously held position.

For employees hired prior to July 1, 1994, seniority will be based upon total years of County service. For employees hired, rehired, or transferring into the WES Department, on or after July 1, 1994, seniority will be based upon years of continuous service within the County. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department. If a tie still exists, the tie shall be broken by drawing lots. In computing seniority, the following factors will be taken into account:

- A. Part-time work in a regular status position will count on an accumulative prorated basis of full-time employee (FTE) status.
- B. Time spent on all authorized leaves, including leave without pay, will count.
- C. Time spent in unclassified appointment status will not count.
- D. Initial time spent in temporary or provisional status in the same classification will not count.
- E. Time spent on layoff will not count; however, employees recalled from layoff within two (2) years shall regain previously accrued seniority.
- F. Time spent in previous government service will count if the employee transferred in accordance with ORS 236.610 through 236.640.

Seniority shall be forfeited by discharge for cause, voluntary termination exceeding ninety (90) days or involuntary termination due to expiration of a layoff register.

The County 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.

3. BUMPING

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the following rights:

- A. Accept the layoff, be placed on the recall register for their classification and proceed through the recall procedures as outlined in Section 5 of this Article, or
- B. Exercise bumping rights by moving to a vacancy or by displacing an employee with least seniority in the same or lower salary range in the department, provided that the bumping employee is qualified to do the work. Employee will be placed on the recall register for their classification.

The qualifications of an employee to bump shall depend upon that employee's 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) working days. The County will provide the employee with reasonable orientation and guidance for the position.

Between the tenth (10th) and twentieth (20th) day of this period, the County will provide the employee with a written statement assessing their performance. On the thirtieth (30th) day of this period, if the employee is not performing satisfactorily, the employee will be given a minimum of ten working 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.

For bumping purposes, seniority will be defined as length of continuous service within the County. However, for employees hired prior to July 1, 1994, seniority will be based upon total years of County service. For employees hired, rehired, or transferring into the WES Department, on or after July 1, 1994, seniority will be based upon years of continuous service within the County.

Employees cannot bump to a classification with a higher salary range. This is a promotion and shall be accomplished only by normal appointment procedure.

No employee shall have any bumping rights over another employee working under regular appointment in another department.

An employee who displaces an employee in a different classification will be placed on the layoff register for the classification previously held. If an employee displaces another

employee in a classification with a lower salary range, Human Resources will determine the employee's new base pay rate in the new classification by completing a salary placement assessment, in accordance with the Oregon Equal Pay Act. No bumping employee shall be paid at a rate that exceeds the maximum step 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.

Those employees who are left with no position to bump into as provided above, shall be laid off from employment and shall be eligible for recall per Section 4 of this Article.

4. RECALL

Employees are eligible for recall for a period of two (2) year from the date of layoff. Employees on layoff must keep the County informed of their current address and telephone number during the period of layoff.

Recall shall be on the basis of seniority, with senior employees being called before junior employees, and any new hires or transfers. The qualifications of an employee shall depend upon that employee's demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position.

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.

All temporary work within the department shall first be offered in order of seniority to qualified bargaining unit members on any layoff register. Filling a temporary position will not constitute recall from layoff.

Upon recall to a position in the classification held at time of layoff, the employee's base pay rate will be determined by considering both methods listed below, applying the method that yields the higher pay rate. 1) Human Resources will complete a Salary Placement Assessment in accordance with the provision of the Oregon Equal Pay Act. 2) A review of the Base Pay Rate at time of layoff or placement on layoff list plus cost-of-living adjustments and other Salary Grade Adjustments. Employee is offered the higher of the two rates, not to exceed the maximum of the salary range. If the employee returns to a different position, they will serve a probationary period of six (6) full calendar months from date of recall. There is no probationary period if the employee returns to the same position within the department. The employee will be eligible for a merit increase, if applicable, after working six (6) full calendar months from time of recall. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

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

5. RECALL TO OTHER CLASSIFICATIONS

A regular status employee will be placed on the layoff register for recall to the classification held at the time of layoff. The employee may also request placement on additional layoff register(s) for recall to a position at the same or lower salary range without loss of seniority. Length of time on the layoff register is for a period of two (2) years. All requests must be made in writing to the Director of Water Environment Services within thirty (30) days of the date the employee is laid off and are subject to the approval of the Director of Human Resources. The Director's decision shall be based on job related reasons and is final unless decision is shown to be arbitrary or capricious.

If recalled to a position in a classification not held at time of layoff, the base rate for the employee will be determined by Human Resources in accordance with the provisions of the Oregon Equal Pay Act. Such employee shall be placed on probation for six (6) months if it is a different workgroup or department and will be eligible for a merit increase, if applicable, six (6) full calendar months after recall. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

ARTICLE 18 – SETTLEMENT OF DISPUTES

1. GRIEVANCE AND ARBITRATION PROCEDURE

To promote better employer-employee relationships, all parties pledge their immediate cooperation to settle any issues or complaints that might arise out of the application of this Agreement. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or Union will attempt to resolve the issue informally. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP I. A Union representative, with or without the employee, may take up the alleged violation or dispute with the employee's manager within ten (10) working days of its occurrence by submitting a written grievance; if at that time the representative is unaware of the alleged violation or dispute, 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 or dispute be taken up more than one hundred 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 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 grievance. If the grievance remains unresolved, the manager shall respond to the Union representative in writing within ten (10) working days of the meeting.

STEP II. If the grievance remains unresolved, it may be filed by the Union representative or the Union Grievance Committee to the Department Director within ten (10) working days after the manager's response is received or due, whichever occurs first. The Department Director, 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 Department Director shall respond to the Union representative or the Union Grievance Committee in writing within ten (10) working days of the meeting.

STEP III. If the grievance still remains unresolved, it may be presented by the Union representative or the Union Grievance Committee to the Director of Human Resources or their designee within ten (10) working days after the Department Director's response is received or due, whichever occurs first. The Director of Human Resources or their designee shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee shall respond in writing within ten (10) working days of the meeting.

STEP IV Arbitration. If the grievance is still unresolved, the Union may request arbitration by written notice to the County within ten (10) working days after the reply of the Director of Human Resources or their designee is received or due, whichever occurs first.

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 who charge from the Oregon border. 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 power 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 Director or their designee has denied a grievance and arbitration is requested, the parties must, within one year of the date the Director of Human Resources or their designee denies the grievance: 1) select an arbitrator and 2) request a date for the arbitration hearing. If these actions are not taken, the grievance is considered closed without prejudice to the issues presented by the grievance.

2. MEDIATION

By mutual agreement between the Union and the County, any grievance filed under the terms of this Article may be referred to mediation at any time during the grievance process. The Union and County agree to equally split the cost of such mediation.

3. 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.

4. PROCESSING GRIEVANCES

Union officials and stewards may investigate and process grievances during working hours within reasonable limits without loss of pay. The grievance timelines set forth above shall be strictly enforced unless the parties mutually agree otherwise in writing.

ARTICLE 19 – CONTRACT WORK

At least thirty (30) 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), Section 2. The County will provide the Union with a copy of the memorandum or Request for Proposal detailing the scope of work to be contracted or subcontracted 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 covered by this Agreement. The County will attempt to place any employees laid off as a result of such action in a position for which the employee is deemed qualified should a vacancy exist at the time of the layoff.

At the time of notification of a proposal for contracting out an entire functional division of WES, the County will supply all comparative analysis data used in the decision process to the Union. Contracting out must show substantial cost savings with no loss of service. Cost savings is the ability to perform work at a reduced cost that is not achieved by lower wages and benefits paid by a contractor. All safety regulations now in place will be adhered to by the contractor or subcontractor. The contractor must supply equipment and related supplies. If the Union can show a competitive counter proposal, the County will drop the contracting out proposal.

ARTICLE 20 – GENERAL PROVISIONS

1. NO DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, creed, disability, 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. RULES

Employees shall comply with all existing work rules, department policy, County Policy and Personnel Ordinances which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. The County will comply with ORS 243.698 when the County seeks to change or create new policy or work rules.

3. PROTECTIVE CLOTHING

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

Any employee designated by management to wear safety-toed ANSI approved protective boots when performing their assigned duties: Wastewater Plant Operators, Wastewater Mechanics, Wastewater Maintenance Coordinators, Supervising Electrician, WES Technicians, Field Operations Technicians, Field Operations Coordinators, Engineers, WES Assistants, Technical Services Specialists, Technical Services Coordinators, Instrumentation Technicians, Source Control Specialists, Source Control Technicians, and Source Control Coordinators. Employees in the following classifications shall be required to wear closed-toe, closed-heel, slip-resistant leather footwear: Laboratory Analyst and Laboratory Technician. Except, however, protective foot wear need not be worn in work situations where no hazard exists. The County will provide \$300 per fiscal year for purchase or repair of such protective footwear or accessories, subject to the employee providing a receipt. Receipts may be submitted for reimbursement only twice per fiscal year. Any new or existing classification that is assigned work that requires the wearing of protective footwear will be included in this section.

Employees will not appear in public places wearing protective clothing that, because of its condition, detracts from the image of the department.

4. LAUNDERING

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

- Wastewater Plant Operators and Coordinators
- Wastewater Mechanics and Maintenance Coordinators
- WES Assistants and Technicians
- Field Operations Technicians and Coordinators
- Source Control Technicians, Specialists and Coordinators
- Biosolids Technicians
- Supervising Electrician
- Instrumental Technician

The County also agrees to provide daily an adequate number of Lab Coats for the following classifications:

- Laboratory Analysts
- Laboratory Technicians

5. PROMOTIONS, RECRUITMENT, AND SELECTION

A. The County and Union agree that positions will be filled in the following manner:

1. First by recalling names from an existing layoff register by seniority. In order to be recalled, the employee must demonstrate the required certifications, knowledge and skills to meet the minimum qualifications of the position.
2. If no layoff register exists, the County may use an existing eligibility register or may conduct a recruitment. The County will certify a list of names to the Department from the eligibility register that includes all bargaining unit members. All bargaining unit members who are placed on the eligibility register shall be invited to an interview.

6. VACATION AND SHIFT SELECTION SENIORITY

A. Classification seniority shall apply in the matter of vacation selection. Consistent with the needs of the County, classification seniority will be a consideration in shift selection and location. Each employee will be permitted to exercise their right of classification seniority only once per calendar year in conjunction with Article 10, Section 3 (Vacation Times). It is not the County's intention to be arbitrary, capricious, or discriminatory in administering this clause.

B. Classification seniority shall be defined as meaning an employee's total length of service within the job classification. In the event that time spent in the classification is equal, seniority shall be determined based on total continuous service within the Union. Should seniority still be equal, it will be determined based on continuous service with the County.

- C. 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 lay off.

7. ESSENTIAL EMPLOYEES

All essential employees, as designated by the Department, are required to report to work during regular business hours (unless notified otherwise) even when the County may be otherwise closed due to inclement weather/driving conditions or other unforeseen circumstances. Essential employees will be notified of their status each fall provided, however, that the Department can designate essential employees at other times of the year based on operational needs.

If an essential employee determines they are unable to make it to work as scheduled, for any reason, they must contact their supervisor so that the Department can determine if it needs to engage the "Unusual Use of Resources" as outlined in Employment Policy & Practice (EPP) 12. The inability to make it to work should be a verifiable event such as a road closed, ordered by appropriate authorities or other similar circumstances. Commuting distance to and from work shall not be a reason for failing to report to work.

ARTICLE 21 – DRIVER/OPERATOR LICENSE SUSPENSION POLICY

Many classifications within WES 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.

This policy covers all WES employees required to hold an Oregon Driver's License and/or Commercial Driver's 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:

1. Employees requiring a "Class C" Driver License

- A. For a loss of driving privileges up to, and including, forty-five 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 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. For the loss of driving privileges exceeding ninety (90) calendar days, the employee may be discharged.
- D. 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.

2. 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 may assign/provide work at a reduced pay rate that the employee can perform without the requirement of the CDL license, if

such work is available. This reduced rate shall be 3.5% below their current pay rate in their current classification. The employee may return to regular duties, at their regular rate of pay, upon acquiring the appropriate driving privilege (or license reinstatement). If the County does not provide work for the employee, the Union will be notified within five (5) working days and the employee will be placed on any applicable layoff register as written in Article 17 (Layoff and Recall), Sections 4 and 5. 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.

3. Probationary Employee

Probationary employees who lose driving privileges shall be subject to termination.

ARTICLE 22 – ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY

Employees seeking treatment for drug or alcohol abuse will be encouraged and supported in doing so.

The employee may return to their 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 their employment with the County.

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 time is available for an employee to use for these purposes, an employee may use leave without pay as long as the employee's supervisor is notified in writing.

A voluntary, confidential support network of fellow Water Environment Services employees may be available to employees with alcohol and/or drug dependency problems to be utilized in times of need.

ARTICLE 23 – 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 24 – OVER/UNDERPAYMENTS

Any employee receiving erroneous 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. OVERPAYMENTS

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 eighty (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.

- A. 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:
 1. 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.
 2. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection B below.
 3. 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.

4. 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.
 5. 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.
- B. Employees can elect to either establish a payment plan through payroll deductions as described under Section 3(A)(3) of this Article 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 25 – 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. The County will provide the Union with advance notice of any such modifications. The Drug and Alcohol Testing Policy can be found on the WES intranet page.

ARTICLE 26 – TERMINATION

This agreement shall become effective as of July 1, 2024, or upon full ratification by both the Union and the County, whichever occurs last and shall remain in full force and effect until the 30th day of June, 2028, or the date of signing of a subsequent Agreement whichever last occurs. It shall be automatically renewed on July 1, 2028, and each year thereafter unless either party shall notify the other in writing no later than March 15th that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than May 1st. In the event that notification of termination is given, it shall become effective thirty (30) days after the date notice is received.

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.

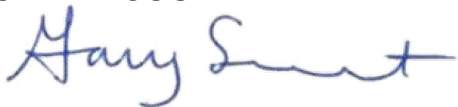
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SIGNATURE PAGE

RATIFICATION

IN WITNESS THEREOF, the parties hereto have set their hands on this 31st day of
December, 2024.

FOR THE COUNTY



Gary Schmidt, County Administrator,
on behalf of the Clackamas County
Board of Commissioners
12/31/2024

Date

Greg Geist, Director of Water
Environment Services

Date

Ryan Miller, Bargaining Member

Date

FOR THE UNION

Tessa Brooks, AFSCME Council
Representative

Date

Patrick Clasen, Local 350-4 President

Date

Otis Lundgren, Local 350-4 Vice
President

Date

Patrick Leach, Local 350-4 Member

Date

Stephanie Hill, Local 350-4 Member

Date

APPENDIX A – WES SAFETY INCENTIVE PROGRAM

Purpose: Water Environment Services (WES) initiated a safety incentive award program on December 16, 1991. The goal of the program is to increase safety awareness and motivate safe work practices. It includes incentive awards for individual performance and individual participation. Administrative Services is tasked with administering the award program, subject to approval and authorization of the Director of WES and Labor Management Partnership Committee (LMPC).

Scope: The program includes all regular status employees and does not include temporary employees. Awards are subject to tax withholding in compliance with IRS standards. The criteria for awards and operation of the program will be reviewed every two years.

Individual Performance Awards: In recognition of the efforts of all WES staff in the development and maintenance of safe workspaces and a positive safety culture, WES will provide all regular and regular part time employees who meet all 4 quarter requirements \$150.00 per year safety award to be added to employee paychecks on the last paycheck in January of each calendar year. Employees must be on the payroll by March 31, to be eligible for that year's incentive.

A transitional exception to this award level will be made for employees who, as of the 2020 award year, received greater than \$150. These employees will continue to receive the 2020 award level for the remainder of their time at WES unless the parties negotiate changes to the Safety Program.

Individual performance awards are based on the total cumulative time in whole calendar years for which an employee has worked to uphold a safety minded culture. In order to uphold a safety minded culture, an employee must complete at least one safety-related behavior, program, and/or project each quarter of each calendar year that they are employed by WES.

Individual Participation Awards: Employees may receive additional incentives for individual participation in making tangible contributions to safety-related activities.

Safety Solution (2 per year, per person limit)	\$25
Serving on the Safety Committee (1 year or more)	Jacket
Heroic Deed (Quick thinking and action to avoid or lessen a potentially severe accident)	\$500
Special Service Award (At the discretion of the Safety Committee)	\$100

Safety Solution: A procedure and form have been developed so that any employee may report what he or she perceives as an unsafe condition, or may suggest a safety solution to a problem. The goal is to promote Employee involvement in hazard recognition and problem solving. In order to be eligible for an award a safety solution must identify a specific, positive, and hopefully creative solution to an existing hazard. The employee must identify the problem or concern and propose a solution. Their manager must sign off on it and the Safety Committee must decide to adopt the recommendation.

Serving on the Safety Committee: Employees who serve on the safety committee for one year or more will receive a “WES Safety Committee” jacket.

Heroic Deed and Special Service Awards: These programs provide incentive awards for individuals performing a heroic deed or special safety-conscious service above and beyond the norm. Employees may nominate any Clackamas County employee to receive the award at the discretion of the Safety Committee.

APPENDIX B – CERTIFICATION INCENTIVE PAY

The County may provide an annual, lump-sum incentive payment for eligible employees who possess/maintain one of the following certifications and are assigned to an eligible classification.

Certification	Eligible Classifications	Annual Incentive Amount
State of Oregon Wastewater Treatment Grade Level 4 Operator Certification	<ul style="list-style-type: none"> • Wastewater Plant Operator 2 • Wastewater Plant Operations Coordinator 	\$1,000
State of Oregon Wastewater Collections Grade Level 4 Operator Certification	<ul style="list-style-type: none"> • Field Operations Technician 2 • Field Operations Technician Coordinator • Technical Services Specialist • Technical Services Coordinator 	\$1,000
State of Oregon Backflow Assembly Tester Certification	<ul style="list-style-type: none"> • Wastewater Mechanic • Wastewater Maintenance Coordinator • Field Operations Technician 1 or 2 • Field Operations Technician Coordinator 	\$500

Eligibility

1. Must be a *Regular or Regular Part-time Employee* who has successfully completed their initial one (1) year probationary period from date of appointment to a regular position. *Temporary Employees* are not eligible for the incentive payment.
2. Certification must not be a requirement of the employee's current classification.
3. Incentive payment for certification, or renewal thereof, will not be made when the employee is promoted to a position where said certification is a requirement of their new classification.
4. Employees must be employed with WES at the time the incentive payment is made.

Payments

1. Employees must submit proof of obtaining eligible certifications/licenses.

2. Employees must submit annually a request for a certification/license incentive and supporting documentation.
3. Employees may only qualify for a maximum of one (1) incentive payment per year.
4. There is no pro-rating of incentive payment for partial year coverage for certifications/licenses that expired and were not renewed during the year.
5. Employees will receive an initial lump-sum incentive payment upon approval of the incentive payment by the WES Director.
6. The initial incentive payment will be included in the normal payroll cycle immediately following accrual and is subject to all applicable payroll taxes.
7. Employees are eligible to receive subsequent annual payment of the incentive for each year thereafter that the certification is valid, renewed, and/or held in good standing.
8. The subsequent incentive payment(s) will be included in the normal payroll cycle on the first paycheck in February of each calendar year and are subject to all applicable payroll taxes.



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

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

December 31, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Ratification of the 2024-2028 Labor Agreement with AFSCME-Department of Transportation & Development for represented employees. Total Contract Value including benefits is \$24,356,353 for 4 years. Funding is through State and Federal funds, fees and fines and approximately \$824,242 of County General Funds.

Previous Board Action/Review	Executive Session: December 10, 2024		
Performance Clackamas	1. Building trust through good government		
Counsel Review	Yes, on December 31 st , 2024 by Jane Vetto	Procurement Review	No, item is a collective bargaining agreement with a union.
Contact Person	Ryan Miller	Contact Phone	NA

Executive Summary: Clackamas County and AFSCME Department of Transportation entered into bargaining for a new contract on May 1, 2024. The County and AFSCME-DTD held nine (9) traditional bargaining sessions. On December 10, 2024, the County and AFSCME-DTD/BCS reached full tentative agreement on a new four (4) year contract. On December 16, 2024, AFSCME-DTD/BCS informed the County that its members voted in favor of ratifying the tentative agreement.

Staff is presenting the 2024-28 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 2024-2025, 4.1% effective the first day of the pay period after the ratification date. Because the union ratified the contract prior to January 1, 2025, employees employed by the County as of the date of ratification will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2024 to the first full pay period after the effective date of ratification. (Year One total cost of base wages: \$1,254,636).

- Effective July 1, 2025, employees shall receive a cost of living increase equal to the percentage increase in the 2024 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5% (Year Two total cost of base wages projected on 3.5%: \$1,114,943).
- Effective July 1, 2026, employees shall receive a cost of living increase equal to the percentage increase in the 2025 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5% (Year Three total cost of base wages projected on 3.5%: \$1,153,966).
- Effective July 1, 2027, employees shall receive a cost of living increase equal to the percentage increase in the 2026 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5% (Year four total cost of base wages projected on 3.5%: \$1,194,354).

Total Cost of Base Wages for Life of Contract: \$4,717,898

Longevity Pay

Longevity pay has increased by 0.5% for 5, 10, 15, and 20 years of continuous service. The new rates are as follows: 1.5% at 5 years, 2% at 10 years, 2.5% at 15 years, and 3% at 20 years.

Projected total cost for Life of Contract: \$174,546

Standby Pay

Employees shall be compensated at a rate equivalent to four (4) hours of straight time pay while on standby for each paid holiday as listed in Article 8 (Holidays). (Change from 2 hours) (Variable Fiscal Impact)

Projected total cost for Life of Contract: \$6,672

Increase in Vacation Sellback

Employees will now be eligible to sell back up to 60 hours of vacation, an increase of 20 hours from the previous contract, provided they have used 40 hours of vacation earlier in the year. Projected cost below reflects most likely costs based on historical data. (Variable Fiscal Impact)

Projected total cost for Life of Contract: \$45,576

Increase to HRA/VEBA

Annual contributions to employees' HRA/VEBA accounts will increase from \$50 to \$100.

Projected total cost for Life of Contract: \$55,800

Market Study Reviews

The County has committed to completing market studies for many positions not reviewed in over three years, by June 30, 2029.

Projected total cost for Life of Contract: Undetermined Fiscal Impact at this Time

The cost information provided reflects the status quo fiscal impact under the new contract, as included in prior staff reports but was not part of negotiations. The listed costs represent anticipated increases in insurance premiums set by providers, with the County/employee cost split remaining unchanged.

Employer Paid Health and Welfare Benefits

Status quo, no additions or changes.

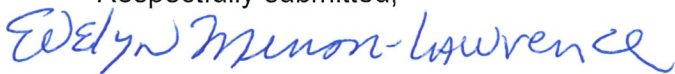
Projected Total Cost for Life of Contract: \$19,355,861

Term of Agreement

4 year contract, set to expire June 30, 2028.

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

Respectfully submitted,

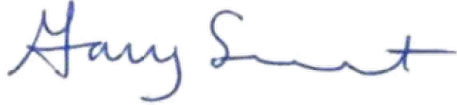


Evelyn Minor-Lawrence, IPMA-CS
Director of Human Resources

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands on this 31st day of
December, 2024.

FOR THE COUNTY



Gary Schmidt, County Administrator,
on behalf of the Clackamas County
Board of Commissioners
12/31/2024

Date

Dan Johnson, Director DTD

Date

Adam Collier, Chief Negotiator

Date

Ryan Miller, Bargaining Team Member

Date

FOR THE UNION

Tessa Brooks, AFSCME Council
Representative

Date

Dillon Hagaman, Local 350-0

Date

Brandon Paullin, Local 350-0

Date

Michelle Salo Reiter, Bargaining Member

Date

Sandy Sather, Bargaining Member

Date

**2024 - 2028
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, 2024 through June 30, 2028

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 18 (Seniority) and Article 20 (Layoff and Recall). 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 or white board, whichever the Union chooses, 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 Transportation Services building (TSB).

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 21 (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 in accordance with the terms of the contract between the employee and the Union. 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.

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 – PEOPLE AND AVIP

- 1.** To the extent allowable by law, employees may authorize payroll deductions for the AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) or AVIP (AFSCME Values In Practice). The Union agrees to provide the Employer a listing of employees that are making PEOPLE and/or AVIP contributions and amount deducted per employee on a monthly basis in the same report it provides to the County for dues deduction as required by Article 5.
- 2.** 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.
- 3.** 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 in writing 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 within the same work week to meet immediate workload demands and to support engagement in development opportunities and required training. Employees with prior management approval may also flex their daily work hours within the same work week 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 Article 15 (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 written 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 21 (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 (Ferry Operators).

For purposes of efficient work operations as determined by management, a work group may be required to combine up to two rest periods and one meal period in the middle of the day with supervisor approval.

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 (½) hour unpaid lunch period during each work shift.

For purposes of efficient work operations as determined by management, a work group may be required to combine up to two rest periods and one meal period in the middle of the day with supervisor approval.

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 23 (Emergency Shift Pay) 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 19th)
- 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, defined as regular wages or County accrued leave, 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, defined as regular wages or County accrued leave, for at least eighty-eight (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 applicable state or federal 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

A. Vacation Option – New Hires

New employees upon initial hire will have the one-time option to choose to either have their first years' worth of vacation leave frontloaded into their vacation leave bank in accordance with County Employment Policy and Practice (EPP) #66 – Vacation Leave or accrue vacation on a period basis in accordance with subsection C below.

Employees who choose the frontload option for the first year of employment will start accruing vacation leave effective the first day of their second year of employment in accordance with subsection B(2)(a) below.

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 26.

Should a new hire not make a selection, they will be defaulted into the normal accrual system outlined in subsection B(2) below.

- B. 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, defined as regular wages or County accrued leave, 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.

1. 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:

- a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

2. Vacation Sell-Back Plan.

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

- a. 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.
- b. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell up to sixty (60) 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. 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. Vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise their right of seniority only once per calendar year by submitting their preferred vacation request for that year to their supervisor by January 15.

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

Leaves of absence are covered by County Code and policy. Credit toward longevity, salary increases, and service accruals will not accrue during such leave except during any month when the employee is in paid status, defined as regular wages or County accrued leave, 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 their scheduled shift(s) 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, #76, 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, #76, 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

Military leave will be granted in accordance with State and Federal law and administered as described in Employment Policy and Practice #7 and Personnel Ordinance.

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 of each year of the contract, 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 County contribution in the previous calendar year.

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. 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 enroll each benefit eligible employee covered by this agreement into the County's Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee. The employee shall be responsible for the third party annualized investment fee.

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.

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.

Employees employed by the County as of December 31st of each year shall receive

an annual contribution of \$100 paid into their HRA/VEBA account by the second payroll period in January of the following 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. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The County is self-insured for workers' compensation claims. The County and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.
2. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:
 - 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 stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, 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 the injury unless prohibited by law, rule, and regulation or provider contract.
3. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under Oregon Workers' Compensation Law.

After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).

4. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 12.
5. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

ARTICLE 14 – WAGES

1. WAGES AND CLASSIFICATION SCHEDULE

After ratification by both parties, employees shall receive a 4.1% cost of living increase effective the first day of the pay period after the ratification date. However, if the Union ratifies the contract prior to January 1, 2025, employees employed by the County as of the date of ratification shall receive a lump sum payment based on 4.1% of an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2024 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, 2025, employees shall receive a cost of living increase based on the percentage increase in the 2024 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%).

Effective July 1, 2026, employees shall receive a cost of living increase equal to the percentage increase in the 2025 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%).

Effective July 1, 2027, employees shall receive a cost of living increase equal to the percentage increase in the 2026 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%).

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 that the Union disagrees with the pay range and files a timely demand to bargain with the County, the Union and County shall open negotiations to establish a salary grade for the classification.

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 accrual rates is defined as service unbroken by separation

from County employment as a regular or limited term employee in paid status, defined as regular wages or accrued leave.

5 years	1.5%
10 years	2.0%
15 years	2.5%
20 years	3.0%
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

Out-of-class 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 classification level, which situation is to be addressed through the position review process with the Department of Human Resources.

Continuous Work Out-of-Classification (WOC1) is when an employee is assigned in writing by their supervisor to perform the duties of a higher paid classification for at least thirty (30) consecutive regular workdays and meets the minimum qualifications of the higher level classification. Continuous Work Out of Classification add-to-pay rate will be determined in accordance with the Oregon Equal Pay Act or an additional three and a half percent (3.5%) of base hourly rate, not to exceed the maximum of the higher classification's salary range, whichever is higher.

Hourly Work Out-of-Classification (WOC2) is when an employee is assigned in writing by their supervisor to perform the duties of a higher paid classification that is sporadic in nature (two or more hours) or includes non-consecutive working days. Employees shall be placed in an Hourly Work Out-of-Classification assignment and will be paid an additional three and a half percent (3.5%) of base hourly rate or at the beginning of the range of the higher level classification, whichever is greater, via the payroll timekeeping system.

Prior to working out-of-classification, the supervisor will prepare information 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 work out-of-classification pay.

Following a work 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 WOC. If a work 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.

An employee who does not meet the minimum qualifications cannot be required to work in a higher classification except during emergencies.

The Human Resources Department will review the appropriateness of all out-of-classification assignments. No out-of-classification pay will be allowed unless the employee has met the minimum qualifications of the higher level classification 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 meets the minimum qualifications required to perform such higher class work.

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. Employees shall be compensated at a rate equivalent to four (4) hours of straight time pay while on standby for 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 11 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 Article 15 (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 (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. 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 30th 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 31st 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 10th.

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 at or 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 has been performing the duties of a higher level classification for at least seventy-five percent (75%) of the time for a period of six (6) months or more and meets the minimum qualifications and employment requirements described in the classification and 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 six (6) months 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 six (6) months from the effective date of the reclassification.

The new base pay rate following reclassification will be determined by one of the following, applying the method which yields the higher rate: 1) Human Resources will complete a salary placement assessment, in accordance with the provision of the Oregon Equal Pay Act. 2) A 3.5% increase above the employee's base pay rate immediately prior to the date of reclassification, not to exceed the maximum of the higher classification's salary range.

When it is determined that an employee has been performing the work of a higher classification for at least seventy-five percent (75%) of the time and the employee is not subsequently reclassified since management decided to remove the higher level duties, the employee shall receive work-out-of-class (WOC) pay for the period starting from the date the employee and/or supervisor signed the PCQ, whichever came first.

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 – 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 Transportation Services building during time of non-operation.

ARTICLE 16 – 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. If the employee refuses to sign, the supervisor or their designee may sign to confirm the material was presented to the employee.

ARTICLE 17 – 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.

Initial probationary employees are not protected by the just cause standard, and are subject to discipline and discharge without prior notice or an opportunity to respond to the charges prior to discipline.

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 who is not on the initial probationary period 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 18 – 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 19 – RECRUITMENT

The County and Union agree that positions will be filled in the following manner:

1. First by recalling names from an existing layoff register by seniority. In order to be recalled, the individual must demonstrate the required certifications, knowledge, and skills to meet the minimum qualifications of the position.
2. If no layoff register exists, the County may use an existing eligibility register or may conduct a recruitment. The County will certify a list of names to the Department from the eligibility register that includes all bargaining unit members.

ARTICLE 20 – 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 (10th) and twentieth (20th) calendar day of this period, the County will provide the employee either with a written statement assessing their performance. On the 30th 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

If an employee displaces an employee in a lower pay range, Human Resources will determine the employee's new base pay rate in the new classification by completing a salary placement assessment, in accordance with the Oregon Equal Pay Act. 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 two (2) 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 two (2) 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 two (2) 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 two (2) years to a classification at the same . 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's base pay rate will be determined by considering both methods listed below, applying the method that yields the higher pay rate. 1) Human Resources will complete a Salary Placement Assessment in accordance with the provision of the Oregon Equal Pay Act. 2). A review of the Base Pay Rate at time of layoff or placement on layoff list plus cost-of-living adjustments and other salary grade adjustments. Employee is offered the higher of the two rates, not to exceed the maximum of the salary range. If the employee returns to a different position, they will serve a probationary period of six (6) full calendar months from date of recall. There is no probationary period if the employee returns to the same position. The employee 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 base pay rate for the employee will be determined by Human Resources in accordance with the provision of the Oregon Equal Pay Act. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, six (6) full calendar months after recall. 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.

ARTICLE 21 – 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 Director of Human Resources or their designee 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 Director of Human Resources or their designee shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee 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 Director of Human Resources or their designee is due or when the response is

received, whichever occurs last. However, by mutual written 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 who charge from the Oregon border or only for travel within Oregon, which includes Oregon arbitrators as well as arbitrators who are not Oregon residents and charge from the Oregon border shall be requested from the Employment Relations Board of the State of Oregon. 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 Director of Human Resources or their designee has denied a grievance and the arbitration is requested, the parties must, within one (1) year of the date the Director of Human Resources or their designee 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 22 – 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 20 (Layoff and Recall).

ARTICLE 23 – 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.

8. REQUIRED LICENSE AND CERTIFICATIONS

For employees whose classification specification requires a license or certification(s), the County shall pay for all continuing education units needed to maintain the required licenses and certifications in a valid and active status.

ARTICLE 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – TERM OF AGREEMENT

1. This Agreement shall become effective as of the 1st day of July, 2024 or upon full ratification by both the Union and the County, whichever occurs last, and shall remain in full force and effect until the 30th day of June, 2028 or the date of signing of a subsequent agreement whichever last occurs. It shall be automatically renewed on July 1, 2028 and each year thereafter unless either party shall notify the other in writing no later than March 1st 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.

SIGNATURES ON THE NEXT PAGE

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands on this 31st day of
December, 2024.

FOR THE COUNTY



Gary Schmidt, County Administrator,
on behalf of the Clackamas County
Board of Commissioners
12/31/2024

Date

Dan Johnson, Director DTD

Date

Adam Collier, Chief Negotiator

Date

Ryan Miller, Bargaining Team Member

Date

FOR THE UNION

Tessa Brooks, AFSCME Council
Representative

Date

Dillon Hagaman, Local 350-0

Date

Brandon Paullin, Local 350-0

Date

Michelle Salo Reiter, Bargaining Member

Date

Sandy Sather, Bargaining Member

Date

APPENDIX A – EXCEPTIONS TO THE FOUR DAY WORK WEEK

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

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