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Director

DEPARTMENT OF HUMAN RESOURCES

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

December 15, 2022

Board of County Commissioners  
Clackamas County

**Ratification of the 2021-2024 Labor Agreement with AFSCME-Water Environment Services for represented employees. Total value is \$32,013,055. Funding is through sewer charges, surface water charges, and System Development Charges (SDCs) for new sanitary sewer and surface water connections.**

<b>Purpose/Outcome</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$32,013,055 for the life of the contract. \$1,670,370 is a result of changes in the bargaining agreement from the previous agreement.
<b>Funding Source</b>	Funded through sewer charges, surface water charges, and System Development Charges (SDCs) for new sanitary sewer and surface water connections and other budgeted funds including state and federal grants, and fees and fines. The County general fund is not a funding source.
<b>Duration</b>	July 1, 2021 – June 30, 2024
<b>Previous Board Action/Review</b>	Executive Session: December 8, 2022 Business Meeting: December 8, 2022
<b>Strategic Plan Alignment</b>	This item aligns with Human Resource's Strategic Business Plan goals and the County's Performance Clackamas goals by building trust through good government.
<b>Counsel Review</b>	December 1, 2022 by Stephen Madkour, County Counsel.
<b>Procurement Review</b>	(Please check yes or no for procurement review. If the answer is "no," please provide an explanation.) 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. If no, provide brief explanation: Item is a collective bargaining agreement with a union.
<b>Contact Person</b>	Eric Sarha – Deputy Director, Human Resources
<b>Contract No.</b>	NA

**BACKGROUND:** Clackamas County and AFSCME Water Environment Services entered into bargaining for a new contract on July 19, 2021. The County and AFSCME-WES held ten (10) traditional bargaining sessions and two (2) mediation sessions. On March 16, 2022 the County and AFSCME-WES reached full tentative agreement on a new two (2) year contract. On July 19, 2022, AFSCME-WES filed an unfair labor practice complaint with the Employment Relations Board against Clackamas County related to the tentative agreement reached on March 16, 2022. On October 5, 2022, the Employment Relations Board ruled in AFSCME-WES's favor, therefore on November 29, 2022 Staff

presented the two year successor contract for the Board's review. The Board did not vote in favor of a two year successor contract, therefore on December 7, 2022 AFSCME-WES agreed to present the County's Last, Best, Final Offer to its members for vote. Staff is presenting the 2021-2024 proposed agreement for the Board's review.

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

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

- For fiscal year 2021-2022, 1.8% effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2021 to the first full pay period after the effective date of ratification. (Year One total cost of base wages: \$8,788,175).
- For fiscal year 2022-2023, employees shall receive a 4.5% cost of living increase based on the percentage increase in the 2021 U.S. Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor (with a minimum of 0% and maximum of 4.5%). In lieu of retroactive pay, employees employed by the County as of the date of ratification shall receive a lump sum payment equal to 4.5% of the employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2022 to the first pay period after the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of the ratification. (Year Two total cost of base wages: \$9,183,643).
- Effective July 1, 2023, employees shall receive a cost of living increase equal to the percentage increase in the 2022 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor with a minimum of 0% and maximum of 4.5%. **In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year.** Negotiations are to start no later than February 1, 2023. (Year Three total cost of base wages projected on 4.5%: \$9,596,907).

**Total Cost of Base Wages for Life of Contract: \$27,568,726**

### **Standby Pay**

An employee on Standby on a holiday 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. Unpredictable financial impact.

### **Bilingual Skills Pay**

New section adding 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. If an employee is approved to use a second (or more) language, including American Sign Language (ASL), 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. Unpredictable financial impact.

**Employer Paid Health and Welfare Benefits**

Status quo, no additions or changes.

**Projected total for Life of Contract: \$4,444,330**

**Term of Agreement**

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

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

Respectfully submitted,

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

## RATIFICATION

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

### FOR THE UNION:

\_\_\_\_\_  
Patrick Leach  
President AFSCME-WES

\_\_\_\_\_  
Patrick Clasen  
Bargaining Team Member

\_\_\_\_\_  
Kim Gredvig  
Bargaining Team Member

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

### FOR THE COUNTY:

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

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

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

\_\_\_\_\_  
Greg Geist  
Bargaining Team Member

\_\_\_\_\_  
Joshua Clark  
Bargaining Team Member

\_\_\_\_\_  
Lauren Haney  
Bargaining Team Member

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

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

**2021-2024**

**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 one (1) year 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.

## **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 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 three (3) 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 PARTNERSHIP 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 adjusting pending

grievances, discussing procedures for avoiding grievances, and to promote harmonious labor/management relations.

## **7. ELECTRONIC MAIL**

Union representatives (those persons holding positions as officers within the Union) 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 (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.

##### **A. NOTIFICATION**

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 and provides written authorization to deduct dues. The County agrees to deposit the total amount deducted from all members into an established account designated by the Union, on a monthly basis.

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

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

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

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

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

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

## **ARTICLE 6 – P.E.O.P.L.E**

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

The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The County shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee I.D. number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

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 schedule (see Section 4 of this Article). Work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. Changes of work schedules, shift or station assignments shall be posted fourteen (14) calendar days prior to change. 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. 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.

The County and the Union recognize that in order to adequately serve the public, the employee and supervisor may mutually agree 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, Section 2 (Work Week).

- 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 (a forty-hour work week); and

- B. Five (5) nine-hour days one (1) week, followed by three (3) nine-hour days and one (1) eight-hour day the next week (a "9-80").

Overtime shall be paid in accordance with Article 14 (Wages), Section 8 (Overtime). Holidays shall be paid in accordance with Article 8 (Holidays) Section 2 (Holiday Pay) and Bereavement Leave shall be paid in accordance with Article 9 (Sick Leave) Section 2 (Compassionate Leave).

#### **4. FLEXIBLE WORK SCHEDULE**

Employees may request Flexible scheduling for personal reasons which permits infrequent modification of hours of work 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 to meet workload demands and to support engagement in development opportunities and required training. 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 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 the employee's meal on employee 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

One (1) ten (10) hour work day off per calendar year with pay. The Floating Holiday 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 above on which they perform no work as follows:

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

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

### 4. WEEKEND HOLIDAYS

For employees on an eight (8) hour five (5) day work week, 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 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**

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, father-in-law, mother-in-law, sister-in-law, brother-in-law, and grandchildren. 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 237.350, 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.

### **6. LEAVE DONATION**

Leave Donation will be granted in accordance with the most current Employment Policy and Practice regarding the Leave Donation Program.

## ARTICLE 10 - VACATION LEAVE

### 1. ACCRUAL

Paid vacation leave shall accrue at the rate shown 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 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.

#### A. 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 1<sup>st</sup> through December 31<sup>st</sup>, but will be reduced to the hours limit at the end of the business day on December 31<sup>st</sup>.

B. 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 1<sup>st</sup> through December 31<sup>st</sup>, but will be reduced to two-hundred fifty (250) hours at the end of the business day on December 31<sup>st</sup>
  - ii. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell up to forty (40) hours of vacation 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 31<sup>st</sup> 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 without pay for a limited period, not to exceed ninety (90) consecutive calendar days, shall be granted for any reasonable purpose, consistent with the needs of the County, and such leaves may be renewed or extended for any reasonable period. No leave will be granted to an employee to accept employment in any other capacity. Notice of the day or days selected shall be given to the County at least seven (7) calendar days in advance, unless the County waives said requirement. A leave of absence in excess of ninety (90) consecutive days must be approved by the Board of County Commissioners.

### **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, the employee will be granted absence from work and continued at full salary for the period of the required service; provided, however, the employee shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the County with a copy of the subpoena or other legal document requiring the 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**

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

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

**8. BEREAVEMENT LEAVE**

An employee shall be granted not more than three (3) days leave in event of death in the immediate 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 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, 2022, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2021 County contribution.

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

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

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

Medical Insurance Opt-Out: Employees who submit the Medical Insurance "Opt-Out" Waiver of Medical Coverage 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.

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

#### **5. LONG-TERM DISABILITY**

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

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

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

Participating 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.

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

**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 on the first date of the calendar month following two (2) full calendar months of continuous employment. New employees include newly hired employees, rehired employees, and employees changing employment status from temporary to regular.

## **ARTICLE 13 - WORKERS' COMPENSATION**

### **1. COVERAGE**

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

### **2. COMPENSATION PAYMENT**

The County shall compensate the employee from the County's Risk Management Claims Fund for on-the-job injuries 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 and would have continued to receive had there been no injury.

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

## ARTICLE 14 - WAGES

### 1. WAGES AND CLASSIFICATION SCHEDULE

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

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

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

All less than half time regular part time employees and temporary employees in regular classifications in AFSCME 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 range, 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 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 unbroken by separation from County employment that results in a new date of hire.

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

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

Temporary Out-of-Classification (TOC): When an employee is assigned in writing by their supervisor to perform the duties of a higher paid classification for at least forty (40) consecutive regular work hours. The employee shall be paid for all hours an additional five percent (5%) of their base hourly rate or at the minimum of the higher classification's salary grade, whichever is greater.

Shift Out-of-Classification (SOC): 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 paid for those hours an additional five percent (5%) of their base hourly rate or at the beginning of the range of the higher paid classification, whichever is greater, via the 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.

The out-of-class rate will not exceed maximum rate of higher classification's salary. 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 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 previously been qualified by the County and has been authorized to perform such out-of-class work by the employee's immediate supervisor. An employee who has not been previously qualified cannot be required to work in a higher classification except during emergencies.

Employees assigned to train in another classification are not eligible for temporary 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 rolled into the 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 time lines 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 a seven (7) day "Standby" rotation while they are off duty. (Pre-approved vacation times will be taken into account to avoid hardship.) The number of employees placed on Standby will be determined based on business needs and may vary by work section. Standby must be approved by a WES Technical Division Manager or designee prior to an employee being placed on Standby. Standby schedule and assignments will seek to reasonably accommodate employee vacations, sick time, and other life events, which may result in adjustments to the Standby rotation by the immediate supervisor or designee.

Standby schedules shall be filled out and posted at least 90 days in advance primarily on a voluntary basis; however, each employee deemed qualified by their direct supervisor to be eligible for Standby duty shall perform a minimum of two full seven (7) day rotations of standby duties per calendar year. Employees shall not perform more than two (2) consecutive Standby full week rotations in a row without a minimum of a two-week break in Standby duty unless approved by their supervisor or designee. Initial selection of two

(2) Standby duty rotations shall be done on a seniority basis with the most senior employees making the first selection for a single seven-day Standby period. Once all eligible employees have selected their first Standby rotation, they will select their second seven-day Standby period again in seniority order. Once all eligible employees have selected their second Standby rotation, then eligible employees may volunteer for additional available Standby rotations.

If the Standby schedule is not filled at least sixty (60) days in advance, management reserves the right to assign Standby duties on a reverse seniority basis from the least senior to most senior qualified employees. Each vacancy shall be assigned to a single individual continuing up the seniority list until the schedule is completely filled.

Employees may voluntarily trade Standby duties with other eligible staff. However, this change must be requested and approved at least twenty-four (24) hours in advance by the supervisor or designee and does not negate the requirement that every qualified employee complete at least two Standby rotations in the calendar year.

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 as well as 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.

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.

## **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:
  - a. 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



- b. 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
  - c. 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:
- a. 0-14 minutes paid at time and one-half (1 ½) for actual time worked;
  - b. 15 – 30 minutes paid for thirty (30) minutes at time-and-one-half (1 ½); and
  - c. 31+ paid at time and one-half (1 ½) for actual time worked.
- C. Part-Time Employees:
- a. Employees who work a part-time schedule shall not be required to work hours beyond their regular part-time schedule;
  - b. 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;
  - c. 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**

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

- a. An employee who works overtime shall have the right to either overtime pay or compensatory time.
- b. Compensatory time shall not accrue beyond forty (40) hours at any one time.

B. Use

- a. 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:
  1. In conjunction with use of vacation leave;
  2. If it creates the need for overtime or temporary out of class within the department;
  3. If the employee fails to request use of compensatory time at least twenty-four (24) hours in advance;
  4. If staffing levels or needs do not permit.
- b. 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 is reclassified into a currently existing classification, the employee shall be reclassified effective the date the employee and/or supervisor signed the Position Classification Questionnaire (PCQ), whichever signed first, and shall receive retroactive pay, if any, to that date. The employee's merit date shall be changed to the first of the month following one (1) year 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 one (1) year from the effective date of the reclassification. The employee may be eligible for up to six (6) months retroactive temporary out of classification (TOC) pay if it is determined that the employee was performing at least 75% of the new classification's duties prior to the new classification creation.

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

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

**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.
- 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. No document 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 the document shall be sent to the Union.
- 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.

### **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 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 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 and job share 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 (10<sup>th</sup>) and twentieth (20<sup>th</sup>) day of this period, the County will provide the employee with a written statement assessing their performance. On the thirtieth (30<sup>th</sup>) 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 the employee will be paid at the step in the lower salary range which most approximates their current pay rate. However, 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 will return to the same pay range and step, subject to any cost-of-living adjustments or salary range changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, after working the remainder of the merit evaluation period that existed prior to layoff. 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 employee will be placed in the step in the new salary range which most closely approximates the employee's pay rate at the time of layoff, subject to any cost-of-living adjustments or salary range changes. Such employee shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

No recalled employee shall be paid at a rate that exceeds the maximum step of the classification's salary range.

## 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 grievances 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 issue. If the issue remains unresolved, the manager shall respond to the Union representative in writing within ten (10) working days.

**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 due or received, whichever occurs last. 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.

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

**STEP IV Arbitration.** If the grievance is still unsettled, the Union may request arbitration by written notice to the County within ten (10) working days after the reply of the Board of County Commissioners is due or received, whichever occurs last.

If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators with offices in Oregon or Washington shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of this Agreement. The arbitrator shall exercise all 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 Board of County Commissioners has denied a grievance and arbitration is requested, the parties must, within one year of the date the Board of County Commissioners 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, Biosolids Technicians, Sanitary and Stormwater Technicians, Wastewater/Stormwater Collections Coordinators, Engineers, WES Assistants, Technical Services Specialists, Technical Services Coordinators, Instrumentation Technician, 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 \$200.00 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 1 and 2
- Biosolids Technicians 1 and 2
- Wastewater Mechanics
- Wastewater Maintenance Coordinators
- Sanitary and Stormwater Technicians
- Wastewater/Storm Water Collections Coordinator
- Source Control Specialists and Technicians
- WES Assistants

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

- Laboratory Analysts
- Laboratory Technicians

All employees are required to wear the clothing provided.

#### **5. PROMOTIONS, RECRUITMENT, AND SELECTION**

A. The following classifications shall be designated as qualification-based or auto-promotive positions:

1. Employees in the Wastewater Operator I classification shall be promoted to Wastewater Operator II upon successful completion of the Wastewater Operator III state certification and probation.
2. Employees within the Sanitary and Stormwater Technician classification will receive merit increases in the Sanitary and Stormwater Technician salary range per their merit increase cycle if the employee meets the specific requirements/criteria outlined in Appendix C (Salary Progression Grid) and has satisfactory job performance.
3. Employees within the Laboratory Technician classification shall be promoted to Laboratory Analyst upon successful completion of the requirements contained in the promotive path and upon successful completion of probation.

B. 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.
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 receive 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 10.3. 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), 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 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 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:
  - 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 subsection (d) 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.
- B. Employees can elect to either establish a payment plan through payroll deductions as described under Section 3(A)(c) 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, 2021 or upon full ratification by both the Union and the County, whichever occurs last and shall remain in full force and effect until the 30th day of June, 2024, or the date of signing of a subsequent Agreement whichever last occurs. It shall be automatically renewed on July 1, 2024, and each year thereafter unless either party shall notify the other in writing no later than March 15<sup>th</sup> 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 1<sup>st</sup>. 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.



**RATIFICATION**

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

**FOR THE UNION:**

**FOR THE COUNTY:**

\_\_\_\_\_  
Patrick Leach  
President AFSCME-WES

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

\_\_\_\_\_  
Patrick Clasen  
Bargaining Team Member

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

\_\_\_\_\_  
Kim Gredvig  
Bargaining Team Member

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

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

\_\_\_\_\_  
Greg Geist  
Bargaining Team Member

\_\_\_\_\_  
Joshua Clark  
Bargaining Team Member

\_\_\_\_\_  
Lauren Haney  
Bargaining Team Member

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

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

## APPENDIX C – S&S TECH PROGRESSION

Effective June 12, 2013, employees in the Sanitary and Stormwater Technician (S&S Tech) Classification are eligible to receive merit increases within their salary range per their merit increase cycle if the employee meets the specific requirements/criteria outlines in the Salary Progression Grid below and has satisfactory job performance.

Salary Progression Grid (3.5% increase)

Salary Range	Timeline	Requirements/Criteria		
Minimum	None	None		
3.5 percent increase	Must obtain before 6 month review	CDL B or better with tank endorsement		
3.5 percent increase	Must obtain before end of one (1) year probation	Collections System 1 Certification from DEQ	California State University - Operations and Maintenance of a Wastewater Collections System 1 & 2	Competent Person Certification
Merit increases will continue based on satisfactory job performance until 3.5% below midpoint				
Midpoint	Must obtain before getting to midpoint otherwise will stay 3.5% under midpoint	Proficient with CMMS and all other commonly used office programs	Collections System 2 Certification from DEQ	Start an accredited surface water education program that issues CEUs (plant identification classes; watershed health, etc.) (ex: Portland State University/California State University)
Merit increases will continue based on satisfactory job performance until 3.5% below maximum				
Maximum	Must obtain before getting to max point otherwise will stay 3.5% under max	Collections System 3 Certification from DEQ or better	Four (4) Continuing Education Units (CEUs) from an accredited surface water education program that issues CEUs (plant identification classes; watershed health, etc.) (ex: Portland State University/California State University)	

## COVER SHEET

New Agreement/Contract

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

Other \_\_\_\_\_

Originating County Department: Human Resources

Other party to contract/agreement: AFSCME - WES

### Description:

Ratification of the 2021-2024 Labor Agreement with AFSCME-Water Environment Services for represented employees. Total value is \$1,670,370. Funding is through sewer charges, surface water charges, and System Development Charges (SDCs) for new sanitary sewer and surface water connections.

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

County Admin

Procurement

If applicable, complete the following:

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