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CONTRACT AGREEMENT
BETWEEN

CLATSOP COUNTY AND
CLATSOP COUNTY EMPLOYEES

UNION LOCAL 2746

July 1, 2021 through
June 30, 2024

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PREAMBLE

THIS AGREEMENT is entered into by Clatsop County, a political subdivision of the State of Oregon, hereinafter referred to as the County and the Clatsop County Employees Local Union 2746, affiliated AFSCME Council No. 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to collectively as the Union. Unless otherwise indicated, the term "County" shall include the County Board of Commissioners and those management staff acting on behalf of the County with respect to any matter governed by this Agreement.

This document represents the full agreement between the County and the Union. The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment and to promote efficiency of the employees covered in providing service to the citizens of the County.

All references to employees in this Agreement shall designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees and vice-versa.

ARTICLE 1 - MANAGEMENT RIGHTS

Section 1. Management Rights: The Union recognizes the prerogative of the County to operate and manage its affairs in all respects in accordance with its responsibilities, except as otherwise specifically limited by the terms of this Agreement. The County retains all rights, decision-making authority, prerogatives, and functions connected with or in any way incidental to its responsibility to manage the affairs of the County or any part of it, except as otherwise specifically limited by the terms of this Agreement. The rights hereunder of the employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement. The County shall have no obligation to bargain with the Union with respect to any such subjects or the exercise of its discretion and decision-making with regard thereto. Subjects covered by the terms of this Agreement are closed to further bargaining for the term hereof. Any subject, which was or might have been raised in the course of collective bargaining, is closed for the term hereof.

Without limitation, and by way of illustration, the exclusive prerogatives, functions, and rights of the County shall include the following:

- A. To determine the services to be rendered to the citizens of the County.
- B. To determine and to follow the County's financial budgetary and accounting procedures.
- C. To direct and supervise all operations, functions, and policies of the County and its departments and requirements of facilities and their operations in which the employees in the bargaining unit are employed, and such other operations, functions, and policies in the remainder of the County as they may affect employees in the bargaining unit.

- D. To close or liquidate any office, branch, operation, or facility or combination of facilities, or to relocate, reorganize, or combine the work of divisions, offices, branches, operations, or facilities for budgetary or other reasons.
- E. To manage and direct the work force, including but not limited to the right to determine the place to report for work; to determine methods, processes, and manner of performing work; the right to hire, promote, and retain employees and transfer them within the same pay range or demote to a lesser pay range should they not be qualified for retention of their present pay range or should their work habits or productivity not justify retention to a pay range; the right to lay off; the right to determine schedules of work; the right to purchase, dispose of, and assign equipment or supplies; the right to demote or terminate employment of an employee whose work habits or productivity fall below the work standard for their respective department or office based on the adopted job description in effect at the time and as demonstrated by the work requirements of the department as determined by the County.
- F. To determine the need for a reduction or an increase in the work force and to implement any decision with regard thereto.
- G. To establish, revise, and implement standards for hiring, classification, promotion, and quality of work, safety, materials, equipment, and appearance.
- H. To implement new and revise and discharge, wholly or in part, old methods, procedures, materials, equipment, facilities, and standards.
- I. To contract or subcontract work as may be determined by the County, provided that, as to work which has been previously and regularly performed by employees in the bargaining unit, the County agrees to provide the Union with 90 calendar days' notice to afford an opportunity for the Union to discuss directly with the County Manager the decision and effects that such action will have on the employees in the unit prior to the County finalizing or implementing decisions concerning such contracting or subcontracting. The County will encourage any subcontractor to hire County employees who would be laid off due to the contractual relationship.
- J. To establish and assign shifts, work days, hours of work, and work locations.
- K. To designate and to assign all work duties.
- L. To introduce new duties within the unit.
- M. To determine the need for and the qualifications of new employees, transfers, and promotions.
- N. To discipline, suspend, demote, or discharge an employee so long as such action is not arbitrary, in bad faith, or without cause.
- O. To determine the need for additional educational courses, training programs, on-the-

job training and cross training, and to assign employees to such duties for periods to be determined by the County.

Section 2. Work Rules: It is jointly recognized that the County, acting by and through the County Manager and County department heads, must and does retain broad authority to fulfill and implement its responsibilities and may do so by adoption of work rules. It is agreed that no existing work rule or new work rule will be promulgated or implemented which is inconsistent with a specific provision of this Agreement.

Work rules shall be reduced to writing. New rules shall be posted within affected departments for a period of ten (10) consecutive days and a copy shall be furnished to the Council 75, Council Representative. In the event that the Union considers a work rule to be inconsistent with a specific provision of this Agreement or otherwise wishes to discuss the rule, it shall so notify the County within the ten (10) working day posting period. In such event, the rule shall be discussed by the Labor/Management Committee. Work rules, when and if adopted, will not be arbitrary, capricious, or discriminatory.

Section 3. Change in Working Conditions: The exercise of any management prerogatives, functions, or rights which constitute a change in a working condition and a mandatory subject of bargaining and which is not specifically addressed by this Agreement shall follow notice to the Union and bargaining in accordance with the PECBA.

Section 4. Duty to Bargain in the Event of Subcontracting Decision: Following the process set forth in subsection (I) of Section 1 of this Article, in the event the County determines that it will subcontract work currently performed by the bargaining unit, the County shall provide notice of that fact and, if bargaining is requested within five (5) work days of receipt of notice, the County shall commence bargaining over the impacts of subcontracting within five (5) work days of a request to do so. If agreement is not achieved in the first bargaining session, the parties shall jointly request a mediator to meet at the earliest possible time. Cooling off shall follow mediation. Mediation shall not extend beyond 45 calendar days following the date of notice, unless upon mutual agreement. Following the cooling off period, the County may implement its final offer or any offer more favorable to the Union in conjunction with its decision to subcontract, and the Union and the employee shall not have appeal rights under Article 15 Settlement of Disputes.

ARTICLE 2 - SCOPE OF AGREEMENT AND RECOGNITION

Section 1. Recognition: The County recognizes the Union as the sole and exclusive bargaining unit for the purposes of establishing wages, salaries, hours, and other conditions of employment for:

All employees of Clatsop County, Oregon, excluding: elected officials, supervisors, confidential employees, nurses, seasonal/temporary workers, deputy district attorneys and employees in other bargaining units, except as modified by this Agreement.

Section 2. Employment Definitions:

- A. Regular: Employees who have satisfactorily completed their probationary period and who are employed to fill regular positions in County employment.

- B. Full time: Those employees whose regular work schedule is the full normal week for their position title per Appendix A (either 37.5 or 40 hours per week).
- C. Part Time: Those employees who work on a regular work schedule of specific hours and days of the week, which is less than the full normal work week for their position title per Appendix A.
- D. Temporary Worker: An employee hired full-time or part-time either directly by the County or through a temporary employment agency to perform work that is also performed by employees in the bargaining unit, who works less than 1,040 hours in twelve (12) continuous months. If, however, the worker exceeds 1,040 hours in twelve (12) continuous months, they shall either be 1) terminated, 2) appointed to the position which then becomes a regular position, or 3) the worker may apply for the position if posted by the County.
- E. Seasonal Worker: An employee hired full-time or part-time to perform work that also is performed by employees in the bargaining unit for a period not to exceed six (6) months during a twelve (12) month period.
- F. The parties agree that the temporary and seasonal workers shall not be used consecutively in the same position, or performing similar duties in the same department, in order to avoid hiring additional regular employees. A break in service cannot be utilized in order to circumvent the restrictions on use of these workers.
- G. The County shall make available to the Union on a quarterly basis a list of all temporary and seasonal workers identifying date hired, current hours worked, and forecasted termination or appointment date.
- H. Probationary Employees: Those full-time and part-time employees who are serving a probationary period of not less than six (6) months from the date of hire, or in the case of promotion from that date. The probationary period for Road Worker Trainee shall be according to Article 10, Section 3.
- I. Call-Back Employees: A regular employee who is required to return to work after working a normal work shift and before beginning the next normal work shift.
- J. Anniversary Date: The date the employee will be considered for periodic step increases and accruals of vacation or is promoted or reclassified upward or downward. If the hire date as defined below is on or before the 15th calendar day of the month, the anniversary date shall be on the 1st day of that month. If the hire date is the 16th or thereafter, the anniversary date shall be the first of the next month.
- K. Hire Date: The date the employee first renders paid service to the County as a regular probationary employee.
- L. Rehire Date: The date an employee returns to employment with the County.

M. Supervisory Employee: Employees as defined by ORS 243.650.

N. Confidential Employee: Employees as defined by ORS 243.650.

ARTICLE 3 - UNION RIGHTS

Section 1. Membership: Membership or non-membership in the Union shall be the guaranteed individual choice of employees within the bargaining unit subject to this Agreement; provided, however, that any such employee who, as the date of execution of this Agreement, has chosen or hereafter and during the term of this Agreement chooses to belong to the Union, shall be eligible to maintain membership subject to the following limitations:

- A. Union membership shall be defined as the tender of periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership. Dues deduction commences after the first 30 days of employment.
- B. All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently become members of the Union shall continue to pay dues, or the equivalent, to the Union for the term of this Agreement or until they withdraw their membership from the Union in accordance with this provision. Employees may withdraw from membership by written notice sent to the Union and the Employer, indicating their desire to withdraw their membership from the Union. An employee may exercise the right to withdraw from the Union within thirty (30) days prior to their Anniversary Date or within thirty (30) days prior to the expiration of this Agreement.

Section 2. Dues Deduction: An employee may agree to authorize a deduction from their wages for dues, fees, and any other assessments or authorized deductions to the Union or its affiliated organizations or entities. An employee may authorize such deductions either in writing or by telephonic communication. If the request is made telephonically, the County will confirm the deduction with the employee in writing. The County will then begin deducting the dues, fees, and any other deduction authorized by the employee. Any authorization for payroll deductions of dues may be canceled by the employee upon written notice to the County and the Union prior to the 15th day of each month, to be effective on the first day of the following month. The amount deducted, together with an itemized statement, shall be transmitted monthly to the Union Treasurer on behalf of the employees involved. The performance of this service is at no cost to the Union. The County will not be held liable for deduction and may make proper adjustments for errors as soon as practicable.

In addition, the County agrees to deduct from the paycheck of each employee who authorizes such a deduction in writing, a sum designated by the employee to be withheld and transmit said sum monthly to the Union Treasurer for use by the Union's Political Action Committee.

Section 3. Indemnification: The Union will indemnify, defend, and hold the County harmless from all suits, actions, proceedings, and claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising from the application of the Article. In the event that any part of this Article should be declared invalid, or should a deduction collected under this Article be ordered reimbursed to any employee, the Union shall be solely responsible for such reimbursement.

Section 4. New Employees: The County agrees to furnish each new employee in the bargaining unit with a written copy of the collective bargaining agreement at the commencement of employment of each employee with the cost of preparation of such Agreement to be borne equally between the Union and County.

Within thirty (30) days of hire, the County shall provide the Union with a minimum of thirty (30) minutes to make a presentation to the employee without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Union's presentation. Unless otherwise agreed, meetings with newly hired employees shall take place at the newly hired employee's regular work location.

Section 5. Access to Information: The County shall provide the Union with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit (to the extent the County has such information):

- a. Name, unique identifier, and date of hire;
- b. Contact information including: cellular, home, and work telephone numbers; personal and work electronic email addresses; home or personal mailing address; and employment information including the employee's job title, salary, work schedule/shift, and worksite location;
- c. Employment status change and effective date; and
- d. Leave of absence or retiree status, if applicable.

The County shall provide the information for newly hired employees upon acceptance of an offer of employment and once per quarter for employees in the bargaining unit who are not newly hired.

Section 6. Visits by Union Representatives: Accredited representatives of the Union, whether local Union, District Council, or International representatives, will be granted reasonable access to County facilities and employees for purposes of investigation of grievances and official Union business, provided Union representatives shall first report their presence to the supervisor in charge of the work area which is being visited. Such visits shall not interfere with normal operation of the department.

Section 7. Contract Negotiations: The negotiating team for the Union, shall be comprised of no more than four (4) employees. No more than two (2) from any division of the department shall be permitted to attend negotiating sessions during work hours with pay. There shall be no compensation for meetings held outside scheduled work hours of members of the bargaining team.

Section 8. Bulletin Boards: The Union will be allowed to use a designated bulletin board located in the Courthouse, Public Health, the Public Works - Road Division Shop, Sheriffs Criminal Office, 800 Exchange Building, 820 Exchange Building, Animal Shelter, Parole and Probation, and Fisheries Office to post notices regarding Union business. The posting of Union notices shall be limited to such bulletin boards. Bulletin board notices shall be posted by a union officer, steward, or representative.

Section 9. Stewards and Designated Union Representatives: The Steward shall be a County employee as selected by the Union. A list of stewards and designated union representatives

will be kept current and sent by the Union to each department head and to Human Resources.

Duties required by the Union of its stewards, except attendance at meetings with the County, supervisory personnel, and aggrieved employees arising out of a grievance already initiated by an employee under Article 14 hereof, and investigatory meeting of employees under investigation, shall not interfere with their or other employees' regular work assignments as employees of the County.

Prior to conducting an investigatory meeting, the County shall advise the employee under investigation of their right to have steward representation. The employee will be afforded Weingarten rights.

The steward or designated union representative involved with a particular grievance must be identified at Step I of the grievance procedure and will be designated as the only bargaining unit employee who will be able to gather information pertaining to that particular grievance. The Union will make reasonable efforts to control the amount of investigative time spent between the steward and the aggrieved employee. Meetings scheduled with management and other proper investigative procedures, and attendance at meetings specified in Steps I and 2 of the grievance procedure, shall be considered hours worked for compensation purposes to the extent such meetings occur during the normal hours of work. In order to use union leave for this purpose, stewards must notify the supervisor/department head of meetings and other commitments at the time these are scheduled.

Attendance at meetings specified in Step 3 of the grievance procedure shall be considered hours worked during regularly scheduled business hours of the County for the steward involved, witnesses and the grievant. The County shall not be liable for any overtime as a result of the meeting. Witnesses and the steward involved shall be granted leave with pay to the extent their presence at the proceedings is required. If it is a discharge case, the grievant shall not be paid except as provided in a remedy awarded.

Section 10. Labor Management Committee: To promote harmonious relations, provide internal communications, and to discuss procedures for avoiding future grievances the Union and the County shall maintain a Labor-Management Committee.

The Committee will consist of four (4) delegates appointed by the Union and four (4) delegates appointed by the County Manager. The Committee will select Labor and Management co-chairs. The Committee will meet on call of the co-chairs, and those who serve shall be permitted to do so without loss of pay. The committee shall have no authority to alter the terms of the Agreement.

Section 11. Union Leave: An employee elected to a Union office or selected by the Union to do work which takes them from the employee's employment with the County may, upon written request of the employee and the Union, be granted a leave of absence without pay for up to six months. Such leave shall always be contingent upon the operating requirements of the involved department. Prior to expiration of such leave and upon written request, the County will give consideration to extending said leave for an additional six (6) consecutive months. Any employee who has been granted such leave and who fails to return at the expiration of said leave shall be considered as having resigned from their position with the County.

Section 12. Brown Bag Lunches. The County will support brown bag lunches by the Union by

providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance as work needs allow. Employees may attend such lunches during their non-work time.

Section 13. In-House Distribution System. The Union is authorized to use the County's in-house distribution system for distribution of materials to its members. The County shall not be responsible for delays in delivery (if they occur) and cannot assure confidentiality of such materials. This authorization for the Union to use the distribution system shall be permitted only as long as no County postage or non-reusable supplies are used.

ARTICLE 4 - HOURS OF WORK

Section 1. Work Schedules: Regular County business hours shall be designated by the County Manager and scheduled by the department heads. The regular hours of work each day shall be consecutive except for interruptions for lunch periods. All employees shall be scheduled to work on a regular work shift, and each shift shall have scheduled starting and quitting times. Employees may submit a request for a change of scheduled hours to their department head and, if the department head concurs, it will be presented to the County Manager for decision.

Section 2. Changes in Hours: Should the County deem it necessary, in the interest of efficient and effective operations, to establish daily or weekly work schedules departing from the scheduled work day or work week set forth in Section 3 of this Article, the County will give written notice of such intent to the Union as soon as reasonably possible. The parties will negotiate the mandatory impacts concerning any change in the number of hours worked in a workweek. The Union and the County shall within five (5) working days meet and negotiate the proposed change in the number of hours under the provisions of ORS 243.698. At the conclusion of the negotiation period, the County may implement the proposed change and the Union shall not contest the change during the remainder of the Agreement.

If the proposed change(s) in the schedule is for the beginning and ending times of the work day or for the number of work days in a week, then the proposed change(s) will be submitted to the Union for discussion prior to implementation. The Union and County shall within five (5) working days meet and discuss the proposed change(s) in the schedule of the work hours. Following this discussion, the County may proceed to implement the proposed change(s). This procedure will not pertain to temporary or emergency situations for which the County may make any change without negotiations or discussions with the Union.

Section 3. Hours of Work: Regular hours of work shall be 37.5 hours per work week unless a 40-hour work week applies as identified in the Appendix A - Class and Salary Rate Table.

Section 4. Rest Periods: All employees shall be provided a rest period of 15 minutes during each half shift. The rest period shall be scheduled by the County in accordance with each department's operating requirements.

Section 5. Meal Periods: All employees shall be granted a meal period of one (1) hour during each work shift except for Public Works - Road and Survey Division employees and Community Development -- Building Codes Division inspectors who shall be granted one-half (½) hour. The meal period shall be scheduled by the County in the middle of the work shift and consistent with operating requirements of the respective Departments. The meal

period is not compensated by the County.

Section 6. Clean-Up Time: When possible, Public Works - Road Division and other employees who require substantial clean-up time as a result of their work shall be granted up to twelve (12) minutes of personal clean-up time in order to engage in such activity prior to the end of their work shift. Otherwise, such time following the end of the shift shall be compensable only when the County determines that time for personal clean-up or to change clothes is required by the nature of the daily work assignment and is not merely for the convenience of the employee. If the County determines that an employee should require additional time, the employee shall be provided sufficient compensable clean-up time.

Section 7. Flex Time:

- A. The County and an employee may agree to adjust hours of work by moving the beginning and ending time of an employee's usual shift, up to two hours before or after the regularly scheduled hours of work.
- B. If an employee works in excess of the regularly scheduled hours of work on a particular day within a calendar week, with mutual agreement by the employee and the County, hours of work on another day may be reduced by like amount. If flex time cannot be agreed upon, then the employee and supervisor will arrange for overtime pay or compensatory time off.
- C. In the Public Health Department, the County may adjust the starting and stopping times of the shift to provide evening clinics. Employees who work an evening clinic may flex up to four (4) hours and take this time off during the same workweek.

Section 8. Hours of Work: Hours of work shall include all paid leaves such as vacation, sick, holiday, and bereavement.

ARTICLE 5 - HOLIDAYS

Section 1. Holidays: The following holidays shall be recognized and observed as guaranteed paid holidays:

New Year's Day	January 1
Martin Luther King, Jr. Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans Day	November 11 th
* Thanksgiving Day	Fourth Thursday in November

Personal Day	Friday following Thanksgiving
** Christmas Eve	½ day before the Christmas Holiday
Christmas Day	December 25 th
*** Personal Day	Two per fiscal year

- * Four-day weekend for Thanksgiving
- ** One-half day off (afternoon) on day preceding Christmas Holiday.
- *** These are two paid days off per fiscal year requested on a date specified by the employee with the consent of the supervisor or department head. If not taken within the year earned, personal days are lost. Personal days not taken before an employee's termination date are not compensable. Personal holidays will be credited to each regular and probationary employee on July 1 of each year based on the length of employment in the prior fiscal year as follows: more than 9 months - 2 days; 9-3 months - 1 day; less than 3 months - 0 days.

Any other holiday declared by the President or Governor shall be observed on the first occurrence of that holiday during the term of this contract. Subsequent occurrences shall not be observed except by mutual agreement. A decision by the President or Governor merely giving federal or state employees the day off (such as Christmas Eve) is not a declared holiday.

Section 2. Eligible Employees: Each regular full-time, part-time, and probationary employee who has completed one (1) week of continuous employment and who worked their last regularly scheduled day before and their first regularly scheduled day after any of the above holidays.

However, an employee's failure to work shall be excused if due to jury service, scheduled vacation, scheduled compensatory time off, or bona fide injury or illness for which the employee is qualified for sick pay under the provisions of this Agreement.

Part-time employees whose regular work schedule is twenty (20) or more hours per week will receive prorated holiday time off based on their actual work hours and the total possible work hours of the month in which the holiday occurs.

Section 3. Holiday Pay:

- A. When Holiday is Not Worked: An eligible employee shall receive pay for their regularly scheduled hours for each of the holidays listed above which falls on a regularly scheduled work day and on which they performs no work, except as provided under Article 5, Section 2, regarding holidays for part-time employees. During a period when an employee works a 4-10 schedule, personal holidays taken off shall be charged at the rate of 8 hours of personal holiday time and 2 hours charged to any other available accrued paid leave (e.g., vacation or compensatory time).
- B. When Holiday is Worked: If an employee works on any of the holidays listed above, the employee shall be paid at the regular hourly rate plus 1.5 times the regular hourly rate for such hours worked, or shall receive compensatory time off for each hour

worked at the discretion of the department head. Whenever possible compensatory time off shall be scheduled by mutual agreement between the department head and employee based on the needs of the department.

Section 4. Weekend Holidays: For departments that do not work weekends, the succeeding Monday shall be observed as a paid holiday when the holiday falls on a Sunday and the preceding Friday shall be observed as a paid holiday when the holiday falls on a Saturday. For departments that work weekends, the holiday shall be observed on the actual holiday.

Section 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.

Section 6. Holiday Variation: If a holiday falls on a week day that the employee does not normally work (i.e., the fifth day in a four-day work week), , the employee shall receive a holiday on another work day to be taken in conjunction with the normal day off.

ARTICLE 6 – VACATIONS

Section 1. Accrual and Allowance:

- A. Probationary employees shall not earn vacation during the probationary period. Upon satisfactory completion of probation, the employee shall receive vacation credit equal to six (6) months' accrual. Regular full-time employees shall accrue vacation time on a monthly basis, based on average hours worked, in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Per Month</u>	<u>Per Year</u>
1 through 4 years	.04615 hours/hour worked	One day	12 days
After 4 years	.05769 hours/hour worked	1.25 days	15 days
After 9 years	.07292 hours/hour worked	1.5 days	18 days
After 14 years	.08077 hours/hour worked	1.75 days	21 days
After 19 years	.09231 hours/hour worked	2 days	24 days
After 24 years	.10385 hours/hour worked	2.25 days	27 days

- B. Eligibility for vacation leave is established after six (6) months of continuous employment. Employees can use only what has been accrued through the end of the month prior to the month when vacation is taken. If an employee is hired before the 16th day of the month, they will accrue vacation from the 1st day of that month. If an employee is hired the 16th day of the month or after, accrual of vacation leave begins the 1st day of the month following. Six (6) months of continuous service is based on the month in which accrual begins.

- C. Regular employees who are assigned to work a four-ten schedule shall accrue vacation time on a monthly basis, based on average hours worked, in accordance with the following schedule:

<u>Years of Service</u>	<u>Accrual Rate</u>
1 through 4 years	.05769 hours/hour worked
After 4 years	.07212 hours/hour worked
After 9 years	.09135 hours/hour worked
After 14 years	.10096 hours/hour worked
After 19 years	.11539 hours/hour worked
After 24 years	.12982 hours/hour worked

Section 2. Continuous Service: Continuous service for determination of vacation accrual shall be service unbroken by separation from the County service, except that time spent by an employee on leave resulting from an on-the-job injury, or maternity leave, or parental leave, or military leave, all of which shall be included as continuous service. Time spent on other types of authorized unpaid leaves will not count as part of the continuous service; however, employees returning from such leave or employees who are laid off shall be entitled to credit for service to which they were otherwise entitled prior to the leave.

Section 3. Vacation Pay: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job. Employees working a 4-10 schedule shall be charged a full ten hours of vacation time for each full day off. During the period when an employee works a 4-10 schedule, time off provided under this Article shall be accrued using the accrual schedules set out in Section 6.1(C) above.

Section 4. Choice of Vacation: Each department shall establish a vacation seniority list. Employees shall be listed in order of bargaining unit seniority. In January, or in January and June, employees in each department may bid for vacation to be taken in the calendar year. Unless vacation is denied in a particular period for operational need, the request of the employee at the top of the vacation seniority preference list shall be approved upon request of the employee. Such approval shall not be withheld unreasonably. Each employee will be permitted to exercise the right of seniority only once annually. If approved, vacation requests made at other times shall be taken on a first-come-first-served basis and may not be bumped by a senior employee.

Section 5. Maximum Accrual: Vacation periods shall be computed on the basis of the employee's anniversary date. Vacation periods shall be taken each year. The maximum accrual of vacation leave shall be three hundred and twenty-four (324) hours. When an employee reaches the maximum accrual, the employee and department head shall meet to schedule the vacation leave. If workload requirements will not permit the taking of leave, vacation accrual over the maximum shall not be lost. If the County and the employee cannot schedule such vacation within 90 days of a request by the County to do so, such vacation time shall be forfeited unless requested as pay in accordance with Section 8 of this Article.

Section 6. Vacation Rights in Case of Lay-Off or Separation: Any employee who is laid off, discharged, retired, or separated from the service of the employer for any reason, prior to taking his or her vacation, shall be compensated in cash at their current regular straight time rate for all unused vacation that he or she has accumulated at the time of separation. If an employee terminates prior to the 16th day of the month, there is no vacation accrual for that month. If an employee terminates on the 16th day of the month, or after, vacation will be accrued for that month. In the event of death of an employee, unused earned vacation time shall be paid at their regular rate of pay to the employee's heirs or beneficiaries as designated in their will or under Oregon law.

Section 7. Canceling Vacations: The County shall not cancel scheduled vacation except due to emergency operational necessity unforeseen at the time vacation was approved. If the employee's vacation is canceled, the employee may reschedule vacation to a future date, and such request shall be given priority by the department head provided it does not cause an unresolvable conflict with other scheduled vacations. In the event an employee incurs nonrefundable expenses related to travel arrangements and notifies the County at the time of the vacation cancellation, the County shall reimburse such expense. The employee must inform the County of any non-refundable expenses within twenty-four (24) hours of the time the County notifies the employee of the cancellation of the vacation to be eligible for the reimbursement by the County under this section.

Section 8. Request for Vacation Pay: If an employee has requested vacation and management has denied the request due to operational need, the employee may request up to 40 hours of vacation time be paid to them. Pay in lieu of vacation will only be allowed one time per employee per year.

ARTICLE 7 - SICK LEAVE

Section 1. Attendance: The parties agree that the ability to attend work on a regular and reliable basis is a job requirement. The County expects that each employee will be available for work consistently. Attendance and sick leave use are monitored on this basis.

Section 2. Allowance:

- A. All employees are eligible for accrual of sick leave upon their first day of employment. Eligibility for use of sick leave is established after one (1) full month of employment measured from the hire date.
- B. Full-time employees shall be allowed one day of sick leave accumulation for each month of service. (40-hour employees earn eight hours per month; 37.5-hour employees earn 7.5 hours per month.) Part-time regular employees shall accrue prorated sick leave based on their actual hours worked and the total possible work hours in the month.
- C. During the period when an employee works a 4-10 schedule, time off provided under this Article shall be accrued at the rate of .05769 hours of leave for each hour worked (ten (10) hours per month).
- D. Sick leave shall be accrued without limit.

- E. Sick leave may not be used before it is earned. Employees may not have a negative sick leave balance.

Section 3. Utilization: Employees may utilize their sick leave for the following purposes:

- A. To care for the employee or the employee's family member with a mental or physical illness, injury, or health condition, need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or need for preventive medical care;
- B. To care for an infant or newly adopted child under 18 years of age, or for a newly placed foster child under 18 years of age, or for an adopted or foster child older than 18 years of age if the child is incapable of self-care because of a mental or physical disability, completed within 12 months after birth or placement of the child;
- C. Absences associated with the death of a family member, beyond the five (5) working days that Article 8 provides employees. These absences include: Attending the funeral or alternative to a funeral of the family member; making arrangements necessitated by the death of the family member; or grieving the death of the family member. Sick Leave may not be used for bereavement associated with others living in the employee's immediate household.
- D. Absences related to domestic violence, harassment, sexual assault or stalking as defined by OFLA;
- E. In the event of a public health emergency (as determined by a lawful public health authority or a health care provider), including but not limited to: Closure of the County office or work location, or the school or place of care of the employee's child.

Section 4. Notification: Any employee who is ill or unable to report to work will notify the immediate supervisor/designee prior to the beginning of his or her shift. In case of a continuing illness, the employee shall continue to notify their immediate supervisor daily of his or her ability to report to work, unless the supervisor, based upon the nature of the illness, agrees to an alternate reporting schedule. Sick leave may be denied for noncompliance.

Section 5. Employee Illness: In the event of the employee's own injury or illness, he or she may be required to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of illness, where the County has reason to suspect abuse of sick leave privileges, or where the absence from duty is more than three (3) calendar days. In the event that the County requests such certification where the employee has not received insured medical care, the medical cost will be borne by the County.

The County may also require a physician's report or other practitioner's report when the County has documented a problem with an employee's job performance and there is reason to suspect the employee's job performance is being negatively impacted by the employee's health. The employee's physician may provide the initial report. The County may request a second medical opinion. The cost of all such reports not covered by insurance shall be borne by the County.

Section 6. Sick Leave Incentives: Based on accrual as of July 1 of each fiscal year, employees

shall be allowed to convert sick leave:

- A. When an employee has accrued one hundred fifty (150) hours of sick leave, the employee may convert one (1) accrued sick day to one (1) additional personal holiday each fiscal year.
- B. When an employee has accrued three hundred sixty (360) hours of sick leave, the employee may convert two (2) accrued sick leave days to two (2) additional personal holidays each fiscal year.
- C. If an employee has a vacation balance in excess of the maximum allowed per Article 6.5, sick leave conversion is not allowed.

Section 7. Separation: Compensation for accrued sick leave shall not be paid to an employee on termination.

If an employee is rehired within 12 months of separation, their unused sick leave will be reinstated and accrual will continue. A returning employee will be eligible to use their sick leave immediately.

ARTICLE 8 - LEAVES OF ABSENCE

Section 1. Eligibility Requirements: Full-time and part-time employees shall not be eligible for leaves of absence until after completion of probation with the exception of Court Related Leave under Section 4.B. Leave will not be granted for the purpose of seeking or engaging in gainful employment.

Section 2. Failure to Return from Leave: 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 his or her position with the County and the position shall thereupon be declared vacated unless the employee, prior to the expiration of his or her leave of absence, requests an extension to the leave and provides appropriate medical documentation as requested by the County, and the leave is extended by the County.

Section 3. Application for Leave: Any request for a leave of absence shall be submitted in writing by the employee to his or her immediate supervisor on a form supplied by the County. The request should state the reason for the request and the approximate length of time off the employee desires.

If approved, the immediate supervisor shall provide authorization for a leave of absence in writing to the employee with the department head/County manager approval.

Any request for a leave of absence shall be answered promptly. Requests for leaves, such as family illness and bereavements, shall be answered before the end of the shift on which the request is submitted, and all others shall be answered within ten (10) working days.

Section 4. Paid Leaves: In addition to accruing seniority while on any paid leave of absence granted under the provision of this Agreement, employees shall be returned to the position that they held at the time the leave of absence was requested.

A. In the event of the death of a family member, a full-time or part-time employee may be granted up to five (5) working days leave of absence with full pay to make household arrangements and to arrange for and to attend funeral services. Under such circumstances, the family is defined as spouse, same sex or opposite sex domestic partner, parent, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster children, step children, aunt and uncle. Bereavement leave will also be granted for others living in the employee's immediate household and may be granted for relationships other than what is listed above with prior approval from the County manager. Bereavement leave will run concurrently with leave granted under the Oregon Family Leave Act (OFLA).

B. Employees shall be granted a leave of absence with pay for:

1. Service with a Jury: When on jury duty in municipal, state, or federal court, the employee shall pay the County any compensation received for jury duty. All employees released from jury duty shall return to work and complete their normal work shifts. Public Works employees released from jury duty at or before 2:00 p.m. shall return to work and complete the normal shift. If released after 2:00 p.m., the employee is not required to return to work.
2. Court appearance related to employment: Appearance in court in connection with an employee's officially assigned duties, including the time required to go to the court and return to work; the employee shall pay the County any compensation received as a witness fee.
3. Only "duty pay" and "witness fee" is paid to the County; the employee may keep any mileage, meal, and lodging reimbursements.

Section 5. Military Leave: Leave shall be granted to regular employees in accordance with state and federal law.

Section 6. Unpaid Leave without Seniority Accrual: With the exception of military service or as required by law, an employee will not accrue seniority during an unpaid leave of absence. The employee shall be returned to a position of like and kind and in the same class as the employee held.

If an employee is on an unpaid leave in excess of fifteen (15) up to thirty (30) consecutive days, the employee will not accrue benefits for a one-month period. Each unpaid leave extending beyond thirty days will be treated as an additional fifteen (15) to thirty (30) day period during which the employee will not accrue benefits for an additional one-month period.

Leaves of absence without pay may be granted when, in the judgment of the affected department head, the work of his or her department will not be disrupted by the employee's absence. The request for such leave must be in writing and must establish sufficient justification for approval by the department head. The request must be submitted to the affected department head with sufficient advance notice to allow adequate review and action.

If a non-probationary, regular employee's accumulated sick leave and vacation are inadequate, unpaid leave of absence under this section shall be granted to permit an employee's total absence due to illness or disability for up to 90 days, and such employee shall be permitted to return to the employee's former position or another vacant position in the same class. Based on the entirety of circumstances including the prognosis, timing, and likelihood of return to work, the County may approve leave in excess of 90 days, and in such event, may utilize seasonal/temporary employees to perform work of the ill employee's position without limitation. Any leave of absence in excess of 90 days will be without health and welfare benefits, except as required by FMLA or OFLA or as continued by the employee in accordance with COBRA.

Section 7. Family and Medical Leave (FMLA/OFLA):

- A. The County shall grant family and medical leave to regular employees in accordance with state and federal law. Employees desiring family or medical leave should refer to the County's personnel policies for further information.
- B. Concurrent Leaves: Where otherwise required or allowed by law, all paid leave including sick leave, vacation leave, leave for workers' compensation injury or illness, and state or federal family or medical leave, will run concurrently and be counted against the employee's annual family or medical leave entitlement when the leave is for a family or medical leave purpose.
- C. Medical Certifications: An employee may be required to provide health care provider certification(s) to substantiate the reason for the leave in accordance with state and federal law. Certifications required by the County will be at County expense. Notification to the employee of the leave counting against FMLA and/or OFLA may be provisional pending receipt of medical verification.
- D. Extension of FMLA/OFLA Leave: If a regular employee's accumulated sick leave and vacation is inadequate, unpaid leave of absence shall be granted to permit an employee's total absence in accordance with FMLA and/or OFLA. Based on the entirety of circumstances including the prognosis, timing, and likelihood of return to work, the County may approve leave in excess of that required by FMLA and/or OFLA days, and in such event, may utilize seasonal/temporary employees to perform work of the ill employee's position, without limitation. Any leave of absence that is not qualified for OFLA or FMLA will be without health and welfare benefits, except as continued by the employee in accordance with COBRA.

ARTICLE 9 - HEALTH AND WELFARE

Section 1. Health Insurance: Through December 31, 2021, employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-1 including Rx-prescription and CIS Vision Plan VSP-1 12/12/24 with an HSA, and in Moda Dental Plan 3 or CIS co-pay Plan D including Rx-prescription and CIS Vision Plan VSP-1 12/12/24 with an FSA, and in Moda Dental Plan 3. Effective January 1, 2022, employees shall be enrolled in the tier of benefit elected by the employee in the CIS HDHP-4 including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an HSA, and in Moda Dental Plan 3 or CIS co-pay Plan H including Rx-prescription and CIS Vision Plan VSP-A 12/12/24 with an FSA, and Moda Dental Plan 3.

For each regular full-time and probationary full-time employee covered by this Agreement, the County will contribute ninety percent (90%) of the full premium for the plan tier elected by the employee, and the employee shall pay ten percent (10%). The County will contribute pro rata toward such coverages for regular part-time employees whose regular hours of work exceed twenty (20) hours per week and who are eligible to participate in the benefits.

The HSA contribution provided to eligible employees shall be \$1000 per year for employee-only coverage and \$2000 per year for employee + one or more dependents. Effective January 1, 2022, the HSA contribution provided to eligible employees shall be \$1,100 per year for employee-only coverage and \$2,200 per year for employee + one or more dependents.

For 2022, 2023, and 2024, the County will make the HSA contribution for the entire calendar year during January, on the 1st payroll in January, of each year based on the employee's tier of coverage.

The FSA contribution provided to eligible employees shall be \$250 per year for employee only coverage and \$500 per year for employee + one or more dependents.

For 2022, 2023, and 2024, the County will make the FSA contribution for the entire calendar year during January, on the 1st payroll in January, of each year based on the employee's tier of coverage.

The County's contribution for the total cost of health insurance excluding the HSA or FSA contribution(s) shall be capped at the amounts set forth in the County's 2021 Benefits Cost Share sheet for HDHP-4, which amounts shall be increased annually at insurance plan renewal by up to fifteen percent (15%) over the prior year cap during the term of this Agreement.

*Domestic partner coverage will be provided to the extent available under the County's insurer's policy.

If the County favorably adjusts insurance caps for one employee group in any benefit year during the term of this Agreement, or if the County grants another employee group a greater HSA contribution without a corresponding and offsetting total compensation reduction in a separate compensation cost element, then the County shall adjust the insurance caps established by this Agreement to match the favorably adjusted increased cap accordingly (e.g., taking into account any offsetting County cost reduction applicable to the group which received the favorable adjustment).

The County will arrange for a CIS representative or insurance agent to attend at least two meetings for employees to attend on County time prior to open enrollment for the plan year to explain the benefit plan.

The parties agree to add health and welfare benefits as a standing agenda item on the Labor Management Committee agenda.

Section 2. Maintenance and Redesign: The County agrees to provide medical and dental insurance coverage for employees and their dependents that is equal on the whole to that in effect in January 2021, unless the carrier in its sole discretion changes the plan benefits during

the term of the collective bargaining or the carrier withdraws the plan from service to the County. If either of those two events occurs, the County shall provide notice to the Union of the changes. The Union may issue a demand to bargain within 14 days of receipt of notice from the County and the parties shall engage in expedited bargaining pursuant to ORS 243.698.

Section 3. Life Insurance: The County agrees to provide each regular full-time, part-time, and probationary employee covered by this Agreement with term life insurance in the amount of \$40,000.00.

Section 4. Workers Compensation:

- A. The County shall cover the employees against occupational injury in accordance with the Oregon Revised Statutes during the term of this Agreement.
- B. Consistent with applicable law, wages for a period of sick leave covered by Workers' Compensation shall be equal to the difference between the Workers' Compensation for the lost time and the employee's regular gross pay. For that portion paid by the County, prorated charges will be made as follows:
 - 1. Against accrued sick leave or, at the option of the employee, comp time may be substituted until depleted.
 - 2. Against accrued comp time and vacation leave until depleted.
 - 3. Employee will be placed on leave-without-pay status.
 - 4. Upon acceptance of an employee's claim by the County's Workers' Compensation carrier, any sick leave or other accrued leave shall be restored where used for any days absent from work, up to a maximum of three working days for which time loss has not been paid.
- C. Employees may continue medical/hospital, dental, and life insurance coverage for a period of time consistent with COBRA requirements following exhaustion of sick leave, vacation, and compensatory time. The County may allow light duty assignment if one is available to employee as determined by the Human Resources Director. Qualification shall be determined in accordance with applicable law.

The employee's failure to return to such work after such determination disqualifies the employee from payment under this subsection.

Section 5. Health & Safety: Federal and state safety regulations and safe work practices shall be strictly observed by the County, the Union and all employees at all times, including in emergency situations. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. No employee shall be required to work under abnormally dangerous conditions. Required safety equipment shall be furnished by the County, including but not limited to: safety glasses, hard hats, rainwear, goggles, respirators, and adequate pairs of coveralls as needed for workers.

Section 6. Liability Insurance: The County agrees to adequately insure or to self-insure all employees in the bargaining unit to the extent of statutory limits of liability for personal injury or

property damage resulting from the performance of an employee, including the use or operation of vehicles or equipment of the County, while engaged in the regular course of assigned duties.

Section 7. Long-Term Disability: The County agrees to continue to provide long-term disability coverage for each regular full- time, part-time and probationary employee covered by this Agreement.

ARTICLE 10 – COMPENSATION

Section 1. Wages Compensation:

- A. Wage Adjustments: Effective July 1, 2021 and each July 1 thereafter for the life of the Agreement, employee wages shall be adjusted not less than 2.5% nor more than 4.5% based upon the change in the West Region CPI-U for the period May to May.
- B. Establishing Wage for New Positions: All current positions shall have a job description. When any new bargaining unit position is established, any current position is reclassified, or duties and responsibilities of a current position are substantially changed, the County Human Resources Director or designee shall designate a job classification and wage structure for the position. The County shall submit the proposed salary range to the Union prior to implementation. In the event the Union does not agree that the proposed salary range is appropriate for the classification, the Union shall notify the Human Resources Director of its intent to negotiate within ten (10) working days of receipt of the notification. Negotiations shall commence within fifteen (15) working days. Notwithstanding a demand to bargain, the County may implement its proposal subject to adjustment upon conclusion of bargaining.
- C. Reporting Places: All County Public Works - Road Division employees shall be assigned to a base reporting place. The base reporting places are Astoria, Svensen, and Jewell, or such other place as the County may establish. Reassignment of a base-reporting place shall not be done in an arbitrary or capricious manner.

Employees shall report for work at their regular reporting place in accordance with the work schedule.

Public Works - Road Division employees shall be provided transportation by the County to and from the regular base-reporting place to the work site, if different. Whenever an employee's temporary work site is closer to his residence than his base reporting place, the employee may voluntarily report to the work site rather than his base reporting place, provided: the employee is not needed at the base reporting place, the employee arrives at the work site at the start of the shift, and the employee notifies the supervisor of his intent to do so on a prior work day. Such travel to the job site is at the employee's expense and for the employee's personal convenience.

An employee displaced from his reporting place due to a reduction in force and bumping shall have the right to return to his base reporting place on the first available opening. Any employee who refuses to exercise this recall option shall forfeit this option.

- D. Reporting Pay: Employees reporting to work when directed by the County, but not put to work through no fault of their own, shall receive a minimum of four (4) hours' pay at the applicable straight time rate unless notified prior to reporting that their services are not required. The provisions of this Section shall not apply if failure to provide work is due to a condition beyond the County's control.
- E. Call Back: Any employee who is requested to work outside their set hours of work shall receive a minimum of three (3) hours' pay at the overtime rate of pay if not continuous with their regular work shift. Overtime pay starts when the employee is at the designated reporting place and ready for work or, if the employee is driving a County vehicle, when the employee departs after receiving the call.
- F. Mileage Allowance: An employee using their own private automobile for official County business or traveling to or from such business shall be reimbursed at the GSA rate. The County does not provide insurance coverage in these instances or accept financial responsibility for any damages incurred while that employee is using their private automobile. Employees shall not be required to use their private vehicles for County business when a County vehicle is available.
- G. Temporary Work out of Classification:
1. **Public Works - Road Division**: An employee when assigned to work at a specific job function as defined in section 3, paragraph E, or assigned to a higher classification outside his or her regular classification and for which the employee has successfully completed training, shall be compensated at a rate of pay which is ten percent (10%) higher than the regular rate. Employees working out of class will be paid "out-of-class" pay for the period beginning with the point of assignment to the out-of-class function and ending with the point of reassignment to another function by a supervisor.
 2. **All Other Departments**: When an employee is assigned to perform the specific job function of a higher classification for a period of more than two (2) hours, the employee shall be paid for the hours worked based upon the following formula:
 - a. If the range of the higher classification is within zero to four (4) ranges of the employee's regular pay range, the employee shall receive five percent (5%) out of classification pay for the hours worked.
 - b. If the range of the higher classification is within five (5) to nine (9) ranges of the employee's regular pay range, the employee shall receive ten percent (10%) out of classification pay for the hours worked.
 - c. If the range of the higher classification is within ten (10) or more ranges of the employee's regular pay range, the employee shall receive fifteen percent (15%) out of classification pay for the hours worked.
 - d. If the employee is temporarily assigned to a non-represented

classification, that employee will receive out-of-classification pay based upon the County's established method of calculation. For instance, the County's method is to calculate the percentage difference between the midpoints of the non-represented classification and the represented classification from salary rate table - Appendix A. Thereby every five percent (5%) differential would equate to one classification range, but not to exceed fifteen percent (15%).

All assignments to work out of classification shall be confirmed in writing by the elected official/department head in charge and shall be for a specified period of time.

- H. Uniform Maintenance: Two uniforms shall be provided for those employees within departments which require uniforms and shall be maintained and laundered at the expense of the County. Items of clothing and protective devices provided by the County to any County employee shall not be used by the employee in activities not directly related to County employment. The County shall provide any items of required protective clothing or uniform. The County shall not be required to provide work boots.
- I. Boot Reimbursement: The County shall reimburse Road Department, Fisheries, Building and Grounds employees, Animal Control Officer and Building Codes Inspectors who are assigned by their supervisor to wear boots for safety purposes. Reimbursement will be up to two hundred dollars (\$200) per year to purchase work boots.
- J. Meal and Lodging Reimbursement: The County will reimburse reasonable and necessary travel expenses incurred in authorized travel outside the County. The County shall not reimburse employees for alcoholic beverages. Refer to the Clatsop County Personnel Policy Chapter 7 - Travel Expense.
- K. Stand-by and On-Call Pay:
 - 1. Employees will not be asked to remain at home in order to stand by to respond to work if called except in unusual or emergency situations. Standby time shall constitute hours worked and shall be compensable at the overtime rate. If an employee is required merely to leave a phone number where the employee can be reached, or is provided a pager, the employee will be considered "on call" (but not on standby), provided the employee is free to engage in normal activities. On-call time is not compensable.
 - 2. Juvenile Counselors within Clatsop County Juvenile Department are eligible and authorized to work on-call hours between 5:00 p.m. and 8:30 a.m. each weekday and on weekends. Counselors must give thirty (30) days advance notice to the Department Head if they do not wish to participate in the on-call program or if they will be unavailable during a period of time. Counselors are required to have in their possession a department cell phone that will allow them to be notified of job-related circumstances that need their attention/response. Counselors are restricted to traveling within areas where they are reachable by

department cell phone while working on-call.

3. On-call Juvenile Counselors shall be compensated at the rate of 7.5 hours of regular pay or 7.5 hours of compensatory time (time off with pay) for each week (7 days) of on-call work completed. Use and accrual of on-call compensatory time will be consistent with current contract provisions.
4. Fisheries Standby and Call-Back: Fisheries employees shall receive one (1) hour of straight compensatory time for every assigned eight (8) hours of standby. If during the eight (8) hour period of standby the employee is called back to duty, then only those hours worked will be treated as "call-back" under Article 10, Section (I)(E). Employees will earn compensatory time off at the overtime rate of 1.5 times the hours worked on "call-back."
 - a. "Standby Time" is defined as the time an employee is required to be available to respond to hatchery needs as assigned by supervisor on the work schedule.
 - b. Standby Schedule: Standby shall be scheduled from 4:00 pm until 8:00 am the following morning.
 - c. Recording and utilizing standby time: Standby time earned will be recorded on line K (straight time overtime) of the County Payroll time sheet and standby taken will be recorded on line C (compensatory time taken).
5. Road Division Standby and Call-Back: Road Department employees required by Management to be on standby shall be compensated one (1) hour of pay for every assigned eight (8) hours of standby on days not scheduled to work and one (1) hour of pay for standby on a scheduled workday. All standby time will be paid at the straight time rate. If during the eight (8) hour period of standby the employee is called back to duty, then only those hours worked will be treated as "call-back" under Article 10, Section (I)(E).

- L. Payroll: The salaries and wages of the employees shall be paid monthly. The monthly payment shall be on the last working day on or before the fifth of the month following the month worked. In the event that the normally scheduled payday is a holiday, the preceding workday shall be the payday.

Section 2. Employees' Wage Plan:

- A. Classification: All bargaining unit positions are placed appropriately within the County's classification system by the Human Resources Director. The job "class title" and corresponding range for each bargaining unit position is attached hereto as Appendix "A," and by this reference incorporated herein as though fully set forth.
- B. Pay schedule: Each position is assigned a "range, and each range has five steps. These steps are designated as Step "A," Step "B," Step "C," Step "D" and Step "E," respectively. Each salary cell shall be increased by the percentage negotiated. The

range and step plan is set forth as Appendix "A."

C. Operation of Incentive Plan:

1. New employees normally will start at Step "A" of the range designated for the job class for which they are employed. The County may hire above Step A when each of the following conditions are met: (a) The applicant is qualified to work at the higher levels; (b) The applicant is unwilling to accept the job starting at Step A; and (c) No other similarly qualified applicant is available and willing to start at Step A .
2. Progression to each higher step shall be granted on the basis of longevity and satisfactory performance. Less than satisfactory performance must be documented by the supervisor or Department Head in writing and provided to the employee in duplicate. The employee or employee representative may appeal a decision not to grant a step increase in writing to a Review Committee consisting of the Union Representative, the County's Human Resources Director or designee, and a third party mutually agreed upon by the two. Notice of such appeal shall be sent to the Human Resources Director or designee and Union Representative within thirty (30) days of the denial of the step increase. The Human Resources Director or designee, Union Representative and the third party of their choosing shall meet within fifteen (15) working days to resolve the issue. Their decision shall be reduced to writing, shall be placed in the employee's personnel file, and shall be final and binding upon all parties and is not subject to appeal under Article 15 (Settlement of Disputes).
3. The progression pattern for an employee hired at Step "A" or an existing employee that is promoted at Step "A" is computed from the anniversary date. Such employee is placed at Step A; advances to Step B upon satisfactory completion of probation (six (6) months of actual work); and advances to successive steps twelve (12) months following date of last step advancement unless performance is not satisfactory. The employee's Department Head may deny the advancement only based upon prior written justification.
4. The progression pattern between steps for an employee hired at a step other than Step A shall be to advance to the next step twelve (12) months following the anniversary date and 12 months thereafter unless performance is not satisfactory. The employee's Department Head may deny the advancement only based upon prior written justification.

D. Advancement: All promotional opportunities shall require a six (6) month probationary period. Whenever an employee is promoted, the employee shall be placed at the step that appears on the range and step schedule that is at least five percent (5%) higher than the prior rate of pay. Thereafter the employee shall advance from step to step each twelve (12) months thereafter. However, if five percent (5%) higher results in promoting the employee to Step A, the employee advances to Step B upon satisfactory completion of probation (six (6) months of actual work) and thereafter shall advance from step to step each twelve (12)

months.

Section 3. Public Works - Road Division:

1. Training for Road Maintenance Classification: Each employee in the County Public Works - Road Division shall start as a Maintenance Worker Trainee and work in that capacity for at least twelve (12) months, provided however that if the Public Works Director and the supervisors determine that any new employee demonstrates proficiency in the elements of the job and is fully trained as documented in trainee evaluations, that employee may be classified a Maintenance Worker by the County if there is a vacant position. Should a Road Maintenance Worker Trainee be classified as a Road Maintenance Worker prior to the end of the 12-month probationary period, the 12-month probationary period shall continue to apply from the date of hire as a Trainee. The County will provide for and ensure adequate training time by allowing the Trainee to work with the Trainer to the extent deemed appropriate by the County. The Trainee shall not be assigned job tasks for which the trainee has not been adequately trained, as determined by the County, to ensure safety.
- B. Trainer: Providing instruction and supervision as requested by a supervisor is recognized as a duty of each road department employee.
- C. Training Program: Training may include but not be limited to the following: driving pick-ups, 5-6 yard dump trucks, the culvert truck, safely operate chain saws for the purpose of brushing and falling trees, cleaning culverts, loading and unloading materials in the 5-6 yard dump truck, spreading rock, laying ready mix, patch pot holes, flagging, general labor, operation of roller, mower, 930 loader, power broom, forklift, snowplow, sander, small compressor, crew van, use of various hand tools and transporting by trailer any of the above equipment or construction materials. In addition, the Trainee shall be fully trained by the County on the County Safety Manual and Road Division policies, and shall apply for and obtain a Class A commercial driver's license. Road Maintenance Worker Trainees may be eligible for out-of-class assignment provided there are no other qualified Road Maintenance Workers available.
- D. Trainee Evaluations: The Trainee shall be evaluated after thirty (30) days from the date of hire and every ninety (90) days thereafter by the immediate supervisor.
- E. Out-of-Class Pay for Maintenance Workers:
 1. Maintenance Workers shall be eligible to receive a ten percent (10%) out-of-class differential upon completion of the criteria specified in paragraph 2 of this section. Opportunities for training will be afforded first to the most senior employees.
 2. Pieces of heavy equipment and job functions designated for out-of-classification pay are:

Belly Dump	Minimum 40 hours
Bucket Truck	Minimum 40 operational hours
Bulldozer	Minimum 80 operational hours
Grader	Minimum 80 operational hours
Gradall	Minimum 80 operational hours [The "operator" of the Gradall shall be entitled to out-of-class pay while operating the Gradall.]
Oil Distributor	Minimum 80 operational hours
Chip Spreader, Operator	Minimum 80 operational hours
Chip Spreader, Wingman	Minimum 80 operational hours
Track/Wheel Mounted Excavator	Minimum 80 operational hours
Truck with Lowboy Trailer	Minimum 80 operational hours
Paint Striper, Striper	Minimum 40 operational hours
Tree Faller	Minimum 40 operational hours
10-yard dump with Pup trailer	Minimum 40 operational hours
Herbicide spraying	With certification
Carpentry	With project responsibility

The training and operation hours listed opposite each piece of equipment shall be the guide used in determining employee eligibility; however, eligibility determinations shall be based upon possessing adequate experience and competency to operate the equipment effectively, as determined by the County. The County shall assign out of class work based on operational need, skills and ability. In the event that the County determines that the foregoing factors are substantially equal, relative seniority shall control. Employees shall not be compensated at an out-of-class rate for non-out-of-class operations (e.g., travel in a non-out-of-class vehicle such as a pickup truck).

3. The trainer of above described heavy equipment will receive out-of-class pay until the trainee is fully qualified to operate that piece of equipment.

F. Lead Worker Assignment: In the absence of a supervisor at any particular job site, the Public Works Director and/or their designee may assign the responsibility of basic supervision of a crew. The lead worker is responsible for the coordination of activities and it shall be the lead worker's responsibility to carry out the instructions of the supervisor. The lead worker shall receive 10% above the employee's current wage scale during the period the employee is responsible for supervision: provided however, when an employee is assigned duties which qualify for both out-of-class and lead worker differentials, the employee shall receive a total differential of 15%.

Section 4. PERS Retirement: The County will pay the employer contribution to PERS in accordance with the rules and regulations of the PERS Board. The County shall continue to assume, pick up and pay a six percent (6%) employee contribution to the PERS Fund for the employee members participating in the PERS Fund.

Section 5. Forty-Hour Work Week Issue: The County will be allowed to buy back the 2.5 hours to bring the 37.5-hour employees up to forty (40) hours per week. The County may elect to buy back any portion of the 2.5 hours at the salary rates in effect at the time of the change by sending written notice to the Union informing it of its intention to do so prior to the July effective date of

each year of this successor Agreement. The "buy back" costs will be in addition to the negotiated increase on the salary.

ARTICLE 11 – OVERTIME

Section 1. Overtime: Whenever department heads deem it necessary due to an emergency or for purposes of efficiency, economy or otherwise, employees may be required to work overtime on any day, at any hour, or for so long a period of time as the department may specify. If an employee is requested to work in excess of two (2) hours overtime in addition to the employee's regular shift, the employee shall be provided a meal period in compliance with State and Federal laws, and the County shall provide the cost of the meal at the dinner per diem rate.

A full-time regular and probationary employee shall be compensated at the rate of time and one-half for time worked at his regular position in excess of the number of hours in the work day or work week regularly scheduled for that position, but in no event shall such compensation be paid twice for the same hours.

Part-time regular and probationary employees shall be compensated at the rate of time and one-half for time worked in excess of a 37.5-hour week or a 40-hour week, as applicable, but in no event shall such compensation be paid twice for the same hours.

Seasonal/Temporary workers may work overtime if all qualified regular employees on the same crew have declined the work. If overtime is available at a base reporting place but not associated with a specific crew, seasonal/temporary workers may work overtime if all qualified regular employees at the same base reporting place have declined the work.

Section 2. Form of Compensation: Compensation for authorized overtime and holiday work shall, at the County's option, be paid or compensated with compensatory time off at the overtime rate of 1.5 times the overtime hours worked. Compensatory time off shall not accrue in excess of 80 hours, with the exception of Fisheries Technicians, Fisheries Biologist and Fisheries Project Secretary. Compensatory time off shall be scheduled by agreement between the department head and the employee involved. It is intended to be taken as soon as it is mutually convenient following the date on which the authorized overtime work-giving rise to the compensatory time has accrued.

Compensatory time shall be paid off under any of the following circumstances:

- A. Employee transfers between departments.
- B. End of fiscal year, unless dates to use accrued and unpaid compensatory time off are fixed and agreed upon in advance of June 30.
- C. Upon termination.

Employees are encouraged to take compensatory time off within the month it is accrued.

ARTICLE 12 – SENIORITY

Section 1. Definitions: Seniority shall be calculated and applied pursuant to this Agreement, based on length of unbroken employment as a regular employee with the County in this

bargaining unit.

Section 2. Probationary Employees: Probationary employees shall not receive credit towards completion of their probationary period for days on which they are absent without pay or laid off. Probationary employees who complete their probationary period shall acquire seniority as their date of hire and their names shall be added to the seniority list.

Section 3. Employment Outside Bargaining Unit: When an employee in the bargaining unit accepts a position with the County outside of the bargaining unit, and at a later date accepts a different job with the County back in the bargaining unit, the employee will not be granted any prior seniority credit. The employee will be treated as newly hired for seniority purposes and the employee's seniority date will be the start date in the new position.

Section 4. Loss of Seniority: Seniority shall be lost for the following reasons:

- A. If the employee quits.
- B. If the employee is discharged.
- C. If the employee retires.
- D. If the employee is not recalled within 24 months following layoff.

Section 5. Filling of Job Openings: Whenever the County has a bargaining unit job opening to be filled, notice of such openings, with the exception of entry-level positions, shall be posted in the department for a period of one (1) week to provide employees an opportunity to apply for the job. First priority in filling such job openings will be given to qualified applicants from within the County's employment unless the County determines in good faith and for reasons not arbitrary or capricious that a non-employee applicant is more qualified in significant aspects of the job, or in a particular job capability of substantial importance to the County. Selection shall be based on merit. Selection between two equally qualified County employees shall be based on seniority.

Section 6. Layoffs:

- A. Notice and Order of Layoff: If the County determines the need for a reduction in the work force, written notice of not less than thirty (30) working days shall be provided to regular employees to be laid off. If there are probationary or seasonal/temporary employees within the same job classification and department as the position(s) identified for layoff, they will be laid off first. If part-time employees within a job classification and department identified for layoff before others in the same job classification/department, then regular full-time employees within the same job classification and department may bump the part-time employee without regard to seniority. While the County reserves the right to determine positions to be eliminated, layoffs within each affected job classification and department shall be made on the basis of employees' seniority within the bargaining unit. (When the terms "job classification and department" are used in this paragraph, it means that both must be present, not one or the other.)
- B. Bumping: Employees displaced from a higher classification may elect one time only

to bump any employee in an equal or lower classification within the department, provided that the employee meets the minimum experience and training required of the position and the employee is senior to the incumbent to be bumped.

An employee who is displaced from the employee's department involuntarily (the employee is unable to bump within the department) may elect to bump one time into another department as follows:

Bump the least senior employee in the same classification. Bump the least senior employee in a lower classification.

In all circumstances, the employee must be qualified for the position into which the employee seeks to bump. The County shall determine whether the employee is qualified to bump. If a dispute exists, it shall be referred to a Special Displacement Conference Committee.

An employee who does not elect to bump, or who is determined not to be qualified to bump, shall be laid off.

1. "Qualified" Defined: "Qualified" means that the employee meets all of the qualifications of the position, and possesses the knowledge, skill and ability to fully perform the essential functions in the position within twenty (20) working days of bumping. The County and the Union may mutually agree upon an extension of this period. Laid off employees may submit documentation of qualifications to be considered by the County and/or the Special Displacement Committee.
2. Probation Upon Bumping: An employee who bumps shall have the status of probationary employee for a twenty (20) working day orientation period, which may be extended with Union consent. If the employee is unsuccessful, the employee shall be returned to the layoff list.
3. Placement on Classification Salary Scale Upon Bumping or Recall: A bump or recall is not considered a transfer for purposes of the County's Personnel Policies. An employee who bumps or is recalled to a position other than the position from which the employee was laid off shall be placed at the step of the classification salary scale closest to their salary placement prior to the layoff. If the employee's salary at layoff is higher than the top step of the new position, the employee will be placed at the top step of the new salary range.
4. Special Displacement Conference Committee: In the event of layoffs, the Union and the County shall each appoint two (2) County employees to a Displacement Conference Committee. Those appointed shall receive training in the County's selection process, including criteria-based decision making and serve throughout the layoff/recall process to resolve qualification disputes in the bumping/recall process. The committee shall resolve the appeal decisively. The decision of the committee shall be final and binding. Such disputes shall not be subject to the grievance procedure provided for in this collective bargaining agreement.

- C. Lay-Off Lists and Recall: Employees laid off shall be placed on layoff lists in order of bargaining unit seniority. Employees shall be recalled to positions equal to or below the previous classification which the employee has previously held or for which the employee is qualified within the department as such positions become available. Employees laid off shall be offered recall to positions for which they are qualified and have indicated their interest in writing as they become available. An employee accepting recall to a position below their classification at layoff shall retain recall rights to the previously held classification. An employee rejecting recall to a position below their classification at layoff forfeits the right to further recall to other positions and will be deleted from the recall lists for such positions. Layoff status/recall rights shall continue for twenty-four (24) months or until an opportunity to accept recall to such position is rejected. (Example: An employee may reject recall to a position in a lower classification and thereafter is not entitled to recall to any other lower classification positions; however, such employee would retain recall rights to the former position. In the event an employee is recalled to a lower position, the employee retains recall rights to the former position.)
- D. Registration for Recall: Employees need not register for recall eligibility to their former position. However, in the event a laid off employee desires to be recalled to any other position in County employment, the employee must register with the County indicating the particular position(s) or a series of positions to which the employee desires to be recalled. In order to be eligible for recall to a lower classification, the employee must designate the lower classification to which recall is desired, in writing, within twenty (20) work days from the effective date of layoff. The County will determine qualification eligibility within 90 days and issue a recall list in order of seniority for each position.

Employees placed on the layoff list shall maintain their contact information on the layoff register current. An employee who fails to register or keep the layoff register current shall be considered as having terminated employment with the County.

At the time that an employee is placed on the layoff list, the employee shall notify the County of any experience, training and special skills that would qualify the employee for positions in other classifications. During the period of layoff, the employee may upgrade training and special skills to increase the chance of recall. Should an employee upgrade training and special skills for a particular classification, the employee may substitute or add classifications designated for which the employee considers the employee qualified.

Employees are encouraged to seek assistance from the Union in determining how to register for recall under this provision.

- E. Filling New Positions: No new regular full-time or part-time employee shall be hired into bargaining unit classifications from which employees are currently laid off until the recall list for such classification is exhausted. The County will give preference to laid off employees for seasonal or temporary work for which they are qualified, and such employment shall not affect recall eligibility. The County may fill a vacant position if no person on the layoff list is qualified for the position. Notice of vacancies will be mailed to qualified employees on the layoff list. Such employees

must respond in accordance with the terms of any particular notice and an employee's failure to do so constitutes a waiver of any right the employee might otherwise have had.

- F. Notice of Recall and Employee Response: Failure by an employee to timely reply to a recall to the employee's former position, the maximum being ten (10) working days, shall be considered as an immediate voluntary termination. Notification of recall shall be by certified letter, return receipt requested, to the mailing address maintained by the County with a copy to Council 75's local office. It is the employee's obligation to ensure that the County's records are correct and current.

Offers shall be made in inverse order of seniority. The former employee shall promptly notify the County within five (5) business days of his or her acceptance or rejection of the former offer to another position. Disputes concerning qualification shall be subject to review by the panel provided for in Section 5 (B) (3) of this Article.

- G. Seniority and Sick Leave Reinstatement Upon Recall: Except as otherwise required by law a recalled employee shall have the employee's previously accrued seniority, and sick leave reinstated, but shall not accrue any seniority or benefits while on layoff.

Section 7. Disability Leave Coordination: An employee on authorized disability leave without pay whose position has been scheduled for elimination or is subject to the bumping procedure shall retain the right to displace another employee at such time as the employee is able to return to a position according to the provisions of this Agreement.

Section 8. New Hires; Disability Leave Coordination:

- A. No new employees shall be hired into bargaining unit classifications from which employees are currently laid off until the recall list for the class is exhausted, provided that the County may fill a vacant position if no person on the layoff list is qualified and available to be appointed to that position.
- B. An employee on authorized disability leave without pay whose position has been scheduled for elimination or is subject to the bumping procedure shall retain the right to displace another employee at such time as the employee is able to return to a position according to the provisions of this Agreement.

Section 9. Seniority Accrual for Employees on Layoff Status Who Accept a Seasonal/Temporary Position: When an employee who is on layoff status accepts a seasonal/temporary position with the County, no benefits other than PERS, only to the extent required by PERS, will be granted to laid off employees in seasonal/temporary employment status. After ten (10) workdays of continuous seasonal/temporary employment, seniority shall be computed and accrued for the entire duration of such continuous seasonal/temporary employment.

Section 10. Vacation Allowance for Recalled Employees: Any employee who has not taken a minimum of five (5) days' vacation within six (6) months of the date of layoff, and was paid a minimum accrued vacation pay of two (2) weeks pursuant to Article 6, Section 6, and is recalled within thirty (30) days of the date of layoff, may request up to two (2) weeks, vacation to be

taken as leave without pay. Such a vacation period must be scheduled subject to other applicable provisions of the collective bargaining agreement. The employee must exercise this right to request such vacation within six (6) months from date of recall.

ARTICLE 13 -PROBATIONARY PERIOD

A. Newly hired employees shall serve an entry probationary period of six (6) months, except those identified in A.1 below, from their date of hire as "at-will" employees of the County. In the event the County determines a probationary employee's performance is deficient during the first three (3) months of the probationary period, the employee will be notified of such deficiencies in writing. Prior to the conclusion of the probationary period, the County shall determine whether the employee has satisfactorily completed probation. If the County determines that the employee will not be released from probation, the County may extend probation for up to three (3) additional months. If the County elects to extend the probationary period, the County shall notify the Union prior to the extension of probation, provide the employee with a written probation performance evaluation, identify any deficiencies noted as of the close of the probationary period, and suggest corrective action, which the employee must take. By mutual agreement with the Union, the County may extend the probation beyond the additional three (3) months.

1. The following Job Classifications will serve a 12-month probationary period. In the event the County determines a probationary employee's performance is deficient during the first six (6) months of the probationary period, the employee will be notified of such deficiencies in writing. Prior to the conclusion of the probationary period, the County shall determine whether the employee has satisfactorily completed probation. If the County determines that the employee will not be released from probation, the County may extend probation for up to three (3) additional months. If the County elects to extend the probationary period, the County shall notify the Union prior to the extension of probation, provide the employee with a written probation performance evaluation, identify any deficiencies noted as of the close of the probationary period, and suggest corrective action, which the employee must take. By mutual agreement with the Union, the County may extend the probation beyond the additional three (3) months.

a. Road Maintenance Worker Trainee

B. If a regular employee is promoted to a higher classification, the employee shall serve a probationary period of six (6) months. In the event the County determines a probationary employee's performance is deficient during the first three (3) months of the probationary period, the employee will be notified of such deficiencies in writing. Prior to the conclusion of the probationary period, the County shall determine whether the employee has satisfactorily completed probation. If the County determines that the employee will not be released from probation, the County may extend probation for up to three (3) additional months. If the County elects to extend the probationary period, the County shall notify the Union prior to the extension of probation, provide the employee with a written probation performance evaluation,

identify any deficiencies noted as of the close of the probationary period, and suggest corrective action, which the employee must take. By mutual agreement with the Union, the County may extend the probation beyond the additional three (3) months. If the promoted employee does not in the County's judgment meet the expected work performance standards, the employee shall be returned to the previous position. Satisfactory completion of the probationary period is at the discretion of the County and is not subject to the grievance procedure. Such promoted employees are covered by other terms of this Agreement during the probationary period.

- C. Nothing in this Agreement shall be construed to prohibit the County from terminating an employee with or without cause during an initial probation period or extension thereof, and such termination shall not be subject to any other provision of this Agreement, and shall not be subject to the grievance procedure for any reason whatsoever.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. Discipline Defined: Disciplinary action shall include the following: Written reprimand; suspension without pay with notice in writing; demotion or discharge.

Disciplinary action may be imposed upon an employee only for just cause which includes failing to fulfill responsibilities as an employee and off-duty conduct which directly relates to an employee's ability to satisfactorily perform the job. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has a reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

The County shall normally impose disciplinary measures in a progressive form; however, in the event of serious misconduct by the employee, the County may take disciplinary action at other than progressive form and suspend the employee involved with or without pay prior to complying with Section 7 below.

Section 2. Employee-Supervisor Meetings: An employee's immediate supervisor shall be encouraged to meet with an employee to informally discuss work performance or conduct of an employee, which in the opinion of the supervisor requires improvement or correction. Meetings for this purpose are not considered disciplinary.

In such meetings, supervisors will take reasonable steps to point out specific areas that require improvement and possible methods for resolution of such deficiencies. Such meetings are intended to assist the employee in developing improved employment skills, job performance and/or job modification, and shall be considered non-punitive. Such meetings are not subject to the grievance procedures.

Such meetings shall be in private with the employee, the immediate supervisor and Steward or Union Representative provided the employee requests their presence and such presence will not create an unreasonable delay.

Section 3. Counseling Memos, Warnings, and Training: Corrective actions such as counseling memos, verbal warnings (which may be documented), and training are not considered formal

discipline and may not be challenged through the grievance process. A form of corrective action shall take place before formal discipline, except in cases of serious misconduct. These forms of corrective action will be clearly labeled and maintained in a supervisor's notebook or file and will not be used as the basis for future discipline. The employee may provide a written rebuttal. Nothing in this Article shall be construed to prevent or prohibit a Department Head or supervisor from discussing operational matters informally with employees. Progressive corrective action meetings shall be in private with the employee, the immediate supervisor, and Steward or Union representative provided the employee requests their presence and such presence will not create an unreasonable delay. Section 4. Investigatory Procedure: Prior to conducting an investigatory interview, the County shall give advance notice and advise the employee of their right to union representation. The written notice shall include the charges or allegations that may subject the employee to discipline. If the immediate supervisor was a witness to the conduct or action, another supervisor may be assigned to investigate in order to provide an unbiased, impartial, or fair investigation. Investigatory interviews shall be in private with the employee, the supervisor and Steward or Union Representative provided the employee requests their presence and such presence will not create an unreasonable delay. The interview may be audio recorded upon mutual agreement with the Union with a copy of the recording provided to the Union. At this stage, the employee shall be afforded a reasonable opportunity to explain apparent unsatisfactory work performance and/or misconduct. An investigatory meeting shall take place prior to a disciplinary decision.

Section 5. Formal Discipline Procedure:

Prior to conducting a disciplinary meeting, the supervisor shall advise the employee of their right to union representation. Such meetings will be in private with the employee and union representative, provided the employee requests their presence. The following constitute disciplinary action of a more formal nature.

- A. Written Reprimand: If an employee is presented with a written reprimand by their immediate supervisor, a copy of such a letter shall be entered into the employee's personnel file. The employee shall be allowed an opportunity to write a rebuttal concerning the letter and it shall be entered into the personnel file. This shall not constitute a waiver of the employee's or the Union's right to file a grievance. A direct/immediate supervisor may act as both the investigator and decision maker for non-economic discipline.
- B. Unpaid Suspension: The County may impose a suspension from work without pay. Such discipline shall be imposed only for just cause and the employee will be afforded due process as set out in Section 7 below. For economic discipline, the investigator shall not act as the decision maker for purposes of imposing discipline.

Section 6. Discharge: The County shall not discharge any regular full-time or part-time employee without just cause. Any newly-hired employee on probation shall serve at the pleasure of the County and may be terminated with or without cause. In any case, if the County determines there is just cause for discharge, the employee may be suspended immediately with pay for at least ten working days. The employee will be afforded due process as set out in Section 7 below.

Section 7. Due Process: If the County determines there is just cause for the suspension, demotion or discharge of an employee, the County shall notify the employee of the specific reasons and the

range of disciplinary action under consideration. The employee shall be provided written notice detailing the nature of the alleged offense, and shall include date, locations, and any other corroborative details.

The County shall afford the employee an opportunity to meet prior to finalizing the decision in order to explain the circumstances, refute the facts and charges, or present mitigating evidence, orally or in writing.

If the employee elects such a conference, it will be scheduled at least five (5) working days after written notice of the contemplated action has been given. The steward and an AFSCME council representative may attend. Upon mutual agreement, the meeting may be audio-recorded by the County with a copy of the recording provided to the Union.

Once the employee has been afforded the opportunity of a conference or presenting a written response, the County may take action that is appropriate in light of all of the evidence.

The Union shall have the right to take up the suspension and/or discharge as a grievance under the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration or mediation step, if deemed necessary by either party.

ARTICLE 15 - SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure: The procedures set forth in this Article shall be the sole procedure to be utilized for that purpose. A grievance is defined as a dispute concerning the application, meaning, or interpretation of this Agreement. In cases of discharge and/or suspension without pay arising under Article 13, the employee shall have the right to grieve under Steps 1 or 2 of this Article.

Step 1. Initial Meeting: Prior to proceeding to Step 2, the affected employee and an employee/Union Representative will meet with the supervisor to discuss the issues and points of view and to attempt to reach a mutually satisfactory resolution. Thereafter, the Union shall designate a single steward to assist the employee in proceedings under this Article.

Step 2. Department Head: The aggrieved employee and/or the Union representative may take up the grievance or dispute with the department head within thirty (30) working days after the occurrence or reasonable knowledge of the occurrence of the event giving rise to the grievance. The department head shall promptly attempt to settle such grievance within ten (10) working days. In no event can the grievance be filed after thirty (30) days of the occurrence or reasonable knowledge thereof. The grievance shall be submitted in writing, shall state the names of all aggrieved employees, the facts giving rise to the grievance, the agreement sections violated and the remedy desired. The agreement sections which are the basis of a grievance may be amended at any time prior to the decision at Step 3. The department head shall respond in writing.

Step 3. County Manager: Should the aggrieved employee fail to effect settlement at Step 2, the Union shall have the right to submit the grievance in writing to the County Manager, providing that such submittal shall be within ten (10) working days from the receipt of the department head's response at Step 2 or the date on which it is due or

received whichever is sooner. The County Manager or their designee shall attempt to settle such grievance within ten (10) working days, and may meet with the department head, the employee, the steward and any other person deemed appropriate by the County Manager or the steward. The County Manager or their designee, whoever meets with the Union, shall make and issue a written decision within fifteen (15) working days of the time such meeting is held.

Step 4. Arbitration: Should the aggrieved employee or the aggrieved employee's representative not be satisfied with the determination at Step 3, the Union shall have the right to submit the matter to binding arbitration within twenty-one (21) working days from the date the County Manager's written decision is due or received, whichever is sooner. After the matter has been submitted, the parties or representatives may agree upon an arbitrator, or may jointly request from the State Conciliation Service a list of names of seven (7) arbitrators with offices in Oregon or Washington. The parties may select an arbitrator from the list by mutual agreement or shall alternatively strike names from the list until one name remains. Each party retains the right to reject one list in its entirety and request that a new list be submitted.

The arbitrator's decision shall be final and binding upon both parties, but the arbitrator shall have no power to alter in any way the terms of this Agreement or to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of the proceedings.

The arbitrator's fees and expenses shall be paid for by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 2. Time Periods: The time limits expressed herein are the essence of this Agreement. The time period specified in this Article may be extended or modified by mutual consent. Any modification of time limits must be agreed to in writing. If the County fails to meet or answer any grievance within the time limits prescribed for such action by this Article, the grievance may be advanced to the next step by the Union. Failure by the employee or the Union to submit or advance a grievance in accordance with the time limits specified, without such a waiver, shall constitute abandonment of the grievance.

Section 3. Determination of Merit: The Union will not process any grievance that does not meet the standards of a valid contractual issue.

ARTICLE 16 - STRIKES AND LOCKOUTS

Section 1. Strikes: The Union and its members, as individuals or as a group, will not initiate, cause or participate or join in any strike, work stoppage or slow down, picketing or any other restriction of work at any location in the County during the life and duration of this Agreement. Disciplinary action, including discharge, may be taken by the County against any employee engaged in a violation of this Article.

Section 2. Return to Work: In the event of a strike, work stoppage, or slow down, picketing or other restriction of work in any form, either on the basis of individual choice or collective employee conduct during the life and duration of this Agreement, the Union will immediately upon notification from the County attempt to secure an immediate and orderly return to work.

Section 3. Lockouts: There will be no lockout of any employees in the unit by the County as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 17 - EDUCATION AND TRAINING

Section 1. Employee Training: The County shall encourage department heads to familiarize new employees with their obligations and rights, and to inform them about the general function of County government during each new employee's orientation.

Section 2. In-Service Training: The County shall encourage and promote general and specialized training opportunities for employees to the end that the service they render to the County may be made more effective. The County shall assist department heads in meeting training needs for their departments. In cooperation with department heads, the County shall encourage the development of departmental training programs to meet personal needs and to prepare employees for promotion to positions of greater responsibility.

Section 3. Conferences, Seminars and Educational Programs: Employees will be granted time away from their work at their regular rate of pay when directed by their affected department head to attend conferences, seminars or educational programs which are intended to improve and upgrade the employee's skill or professional ability. All such educational leaves must be approved by the employee's department head. Travel hours outside normal working hours will not be paid except to the extent required by the FLSA or Oregon law. The employee will be considered as being on County business for liability and Workers' Compensation purposes.

Whenever a conference, seminar or educational program is broken by a weekend and is being held within a four (4) hour travel radius of Astoria by automobile, travel expenses shall be provided to the employee for return to their home and back during the weekend break.

Section 4. Time of Training Periods: Training programs may be conducted either during or after regular working hours or both. Attendance by employees at training sessions conducted after regular working hours, however, shall be voluntary, unless arrangements for such training includes the granting of an equal amount of compensatory time off as recommended by the department head. Expenses for educational programs, including books, manuals, tapes or other training aids shall only be paid for the employee if arrangements have been made by the department head and there is provision for such in the Department's budget. Travel time outside normal working hours will not be paid except to the extent required by the FLSA or Oregon law. But the employee will be considered as being on County business for liability insurance and Workers' Compensation purposes.

Section 5. Training for Higher Classifications Within Departments: Employees may be given opportunities to train on any jobs of higher classification within their department, which shall not be regarded as working out of class. Employees on the course of training for a job function outside their classification shall not receive pay of the higher classification, nor is there any guarantee of employment in the higher classification.

Section 6. Commercial Driver's License Cost Reimbursement: The County shall reimburse road department employees for required license fees for a commercial operator's license and the cost of each test passed in order to attain such license. Fees paid to the State of Oregon shall be documented by the employee and reimbursed upon licensure. County equipment will be provided, subject to availability, as required to take the test, and tests (but not retests after failure to pass) may be taken on County time.

Section 7. Certification and Licensure:

- A. Conditions of Employment: When a certification and/or license is required as part of the qualifications for the position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the certification or license. Thereafter, the County will be responsible for maintaining the certification and/or license and for all renewal costs.
- B. Changes During Employment: When a certification and/or license is added as a requirement during the course of employment, and is put in writing by the County Manager or designee, the employer will be responsible for the initial cost of the certification or license and the renewal costs.

At no time will the employer pay late charges or fees associated with the employee's failure to be timely in the certification or renewal process.

ARTICLE 18 - GENERAL PROVISIONS

Section 1. Personnel Files:

- A. An employee has the right to inspect the contents of his or her personnel file upon request to the County, excluding the confidential reports from previous employers or records of an employee relating to the conviction, arrest or investigation of conduct constituting a violation of the criminal laws of the State of Oregon, or another state of the United States. Negative or derogatory material shall not be placed in an employee's file unless the employee has had a reasonable opportunity to review the material. Employees will be required to sign such material to indicate they have reviewed it. If the employee refuses to sign such material, it may be placed in the employee's file with a notation that the employee refused to sign for such material after being given an opportunity to do so. Employees may submit a factual statement in rebuttal to any adverse material placed in his or her personnel file, which shall also be placed in his or her personnel file. An employee may request that a disciplinary document over two years old be removed from their personnel file.
- B. Employees may have the County include in their personnel files materials relevant to their employment with the County such as letters of favorable content, certificates, licenses, and academic credit.

Section 2. Reclassification: The parties shall use the following procedure to process reclassification requests.

- A. The County shall furnish class specifications at the request of the Union or the employee.
- B. When an employee requests, in writing, that the employee's position be reviewed for reclassification, the employee shall submit a complete job description and written explanation for a proposed reclassification to the Department Head.
- C. An employee may make a written request for reclassification to the Department Head. If no action is taken on an employee's request for reclassification within six (6) weeks after receipt of the completed job description documents, then such request shall be submitted directly to the Human Resources Director. The Human Resources Director shall review the merits of the request normally within forty-five (45) working days of receiving the request and may conduct a classification audit. When a review cannot be completed, the Human Resources Director shall notify the Union and the employee of the revised date of completion. The employee shall be notified in writing of the decision. If the County determines that the duties regularly assigned to an employee are inconsistent with the employee's current classification, the County shall either reclassify the employee or remove the inconsistent duties and pay out-of-class pay retroactive to the date of the employee's request.
- D. The effective date of a reclassification implemented under this section shall not be later than the first of the month following the County Manager's approval. Retroactive pay back to the first of the month following the date of the employee's request will be paid if the employee has been performing the work in question for that period of time. The anniversary date for future step increases shall be established as the first of the month following twelve (12) months in the new classification.
- E. Any employee reclassified upward shall move into the new range at the closest step that is higher than their current rate or five percent (5%), whichever is higher.
- F. Whether or not a reclassification is granted by the County, the County shall have the discretion to determine whether all or a portion of the work during any relevant period of time should be compensated retroactively, and to compensate the employee accordingly in its discretion with the approval of the Department Head and the County Manager.
- G. If an employee's reclassification request is denied, the Union may file a grievance at Step 4 in accordance with Article 15t.

Section 3. Entire Agreement:

- A. The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited rights and opportunity to make demands and proposals with collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with

the county shall be governed by the policies of Clatsop County, Oregon. The County and the Union for the life of this Agreement each voluntarily and without qualification waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any other subject or matter referred to or covered by this Agreement, or with respect to any subject or matter which was or might have been raised in bargaining but which is not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the same time that they negotiated or signed this Agreement.

- C. Consistent with the County's charter mandate to establish a personnel system, the County will adopt a comprehensive personnel manual governing all aspects of personnel administration during the life of this Agreement. The County and the Union mutually agree to reopen this Agreement on any matter which is a mandatory, non-economic subject of bargaining which the County finds necessary to include in the personnel manual and which either party determines is inconsistent with or not covered by this Agreement.

Section 4. Application: This Agreement has application only to those employees who are regular full-time and part-time employees of the County within the bargaining unit.

Section 5. Letter of Understanding: It is recognized by the parties that there may be events or disputes that arise which are not specifically addressed in this Agreement. It is also recognized by the parties that portions of this Agreement may need clarification with regards to intent and application. In the event such instances should arise, the parties agree that, whenever possible, they will enter into letters of understanding. Letters of understanding when entered into shall become a part of this Agreement.

ARTICLE 19 - SAVINGS AND FUNDING CLAUSES

Section 1. Savings Clause: In the event of conflict between this Agreement and State or Federal law, the parties intend that the statute shall control, unless the alternative provisions of this Agreement are permitted by law. 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 addressed in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalid article, section or portion thereof.

Section 2. Funding Clause: The parties recognize that the revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All wages and benefits are contingent upon sources of revenue and annual budget approval. The County shall compensate employees at the level established in this Agreement during the life of this Agreement. The County Manager shall propose budget levels that are consistent with this Section.

ARTICLE 20-TERMINATION

Section 1. Duration: This Agreement shall be effective as of the 1st day of July 2021 to June 30, 2024. It shall be automatically renewed from year to year after June 30, 2024, unless either party shall notify the other in writing by January 30, 2024, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than March 31, 2024. This Agreement shall remain in full force and effect during the period of negotiations. No part of this Agreement is retroactive unless specified by written agreement.

Section 2. Retroactivity: Language changes shall be effective upon ratification of this Agreement. Unless otherwise agreed, economic aspects of this Agreement shall be reflected in the first paycheck following ratification by the Union, provided such ratification occurs by the 19th of the month and provided that the Agreement is subsequently ratified by the Board of Commissioners.

WITNESS THEREOF, the parties hereto have executed this agreement on this 23rd day of June, 2021.

FOR CLATSOP COUNTY:



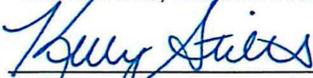
Mark Kujala, Chair, Board of Commissioners



Donald Bohn, County Manager



Monica Steele, Assistant County Manager



Kelly Stiles, Human Resources Director

FOR THE UNION:



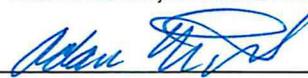
Chris Johnson, AFSCME Representative, Council 75



Paul Putkey, AFSCME Local 2746 President



Andrea Kennet, AFSCME Local 2746



Adam Niles, AFSCME Local 2746



Tevan Klauser, AFSCME Local 2746