

**WASHINGTON COUNTY**  
**and**  
**TEAMSTERS LOCAL #223**

**COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2011 – June 30, 2013**

# TABLE OF CONTENTS

<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1 – DEFINITIONS</b> .....	<b>1</b>
<b>ARTICLE 2 – RECOGNITION</b> .....	<b>2</b>
<b>ARTICLE 3 – SCOPE OF AGREEMENT</b> .....	<b>2</b>
<b>ARTICLE 4 – MANAGEMENT RIGHTS</b> .....	<b>3</b>
<b>ARTICLE 5 – EMPLOYEE RIGHTS</b> .....	<b>3</b>
<b>ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY</b> .....	<b>4</b>
<b>ARTICLE 7 – FAIR SHARE PLAN</b> .....	<b>4</b>
<b>ARTICLE 8 – HOURS OF WORK</b> .....	<b>5</b>
<b>ARTICLE 9 – WAGES</b> .....	<b>8</b>
<b>ARTICLE 10 – OVERTIME</b> .....	<b>11</b>
<b>ARTICLE 11 – SPECIAL WAGE PROVISIONS</b> .....	<b>13</b>
<b>ARTICLE 12 – HIGHER CLASSIFICATION WORK</b> .....	<b>13</b>
<b>ARTICLE 13 – SENIORITY</b> .....	<b>14</b>
<b>ARTICLE 14 – PAID HOLIDAYS</b> .....	<b>16</b>
<b>ARTICLE 15 – VACATION LEAVE</b> .....	<b>17</b>
<b>ARTICLE 16 – SICK LEAVE</b> .....	<b>18</b>
<b>ARTICLE 17 – OTHER LEAVES</b> .....	<b>19</b>
<b>ARTICLE 18 – WORKERS’ COMPENSATION</b> .....	<b>21</b>
<b>ARTICLE 19 – PHYSICAL EXAM</b> .....	<b>21</b>
<b>ARTICLE 20 – HEALTH INSURANCE</b> .....	<b>22</b>
<b>ARTICLE 21 – RETIREMENT</b> .....	<b>23</b>

**ARTICLE 22 – TOOLS.....23**

**ARTICLE 23 – PROTECTIVE CLOTHING.....24**

**ARTICLE 24 – SAFETY.....25**

**ARTICLE 25 – LEARNING PLAN AND PERFORMANCE ASSESSMENT.....25**

**ARTICLE 26 – UNION BUSINESS.....26**

**ARTICLE 27 – DISCIPLINE AND DISCHARGE.....26**

**ARTICLE 28 – PERSONNEL FILE.....27**

**ARTICLE 29 – GRIEVANCE PROCEDURE.....28**

**ARTICLE 30 – SPECIAL CONFERENCES.....29**

**ARTICLE 31 – STRIKES AND LOCKOUTS BARRED.....30**

**ARTICLE 32 – WARRANTY OF AUTHORITY.....30**

**ARTICLE 33 – SAVINGS CLAUSE.....30**

**ARTICLE 34 – EFFECTIVE DATE AND DURATION.....31**

**SCHEDULE “A” .....32**

**SCHEDULE “B”.....34**

**SCHEDULE “C” .....35**

## **PREAMBLE**

This Agreement is entered into between Washington County, Oregon, hereinafter referred to as the "County," and Teamsters Local Union No. 223, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, of Portland Oregon, hereinafter referred to as the "Union", for the purpose of fixing the wages, hours and conditions of employment affecting employees in the bargaining unit covered by this agreement.

This Agreement sets forth the establishment of an equitable and peaceful procedure for the resolution of differences and conditions affecting the fringe benefits and other conditions of employment.

## **ARTICLE 1 – DEFINITIONS**

- 1.1 "Emergency" is a situation involving actual or potential injury to persons or property that cannot be remedied within normal work schedules. The declaration by a responsible County official of the existence of an emergency shall not be subject to grievance until the County determines that the emergency has terminated and shall be honored by employees during the emergency. All provisions of this Agreement shall remain in effect during an emergency except as provided in this section and in other specific provisions of this Agreement.
- 1.2 "Employee" means an employee of the County who meets the conditions described in Article 2.1.
- 1.3 "Day", for purposes of computing time, refers to a calendar day unless otherwise specified herein.
- 1.4 "Union Representative" is an employee designated by the Union in writing to the County who may represent the bargaining unit in one or more matters included within the Agreement.
- 1.5 "Probationary Period" means a working test period of twenty-six (26) qualified payroll periods during which an employee is required to demonstrate by actual performance of the duties, fitness for the position.
- 1.6 "Career Employee" means an employee who has successfully completed the initial probationary period of twenty-six (26) qualified payroll periods following appointment to County service.
- 1.7 "Career Probationary Employee" means an employee who has achieved career status, but is serving an additional probationary period of twenty-six (26) qualified payroll periods following promotions or transfer. This probationary period does not deprive the employee of rights under the Agreement except as otherwise provided in Article 9.11.
- 1.8 "Probationary Employee" means an employee who has not completed the probationary period consisting of the first twenty-six (26) qualified payroll periods following initial appointment to County service.

- 1.9 “Qualified”, as used in this Agreement, means an individual who is qualified to perform all aspects of the work involved in an efficient and safe manner, in the sole discretion of the County.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for the establishment of rates of pay, hours of work, fringe benefits and other conditions of employment for all regular full-time persons employed by the County in a position of one of the classifications listed in Schedule A.
- 2.2 The County will notify the Union, prior to requesting adoption by the Civil Service Commission, of proposed new or amended classifications and will indicate whether or not it believes that any of them should be included within the bargaining unit. If the Union believes that any proposed classification should be included within the bargaining unit, Union representatives may meet with County representative to discuss the matter. If agreement is not reached within a reasonable time, the County may proceed with its request to the Civil Service Commission. If the classification at issue is created, either or both of the parties will petition the Employment Relations Board for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the classification shall remain out of the bargaining unit. In the event the classification is filled by a member of the bargaining unit, the employee will be allowed to remain a member of the bargaining unit pending resolution of the issue, unless the County has designated the classification as supervisory or confidential, in which case the employee will not be allowed to remain a member of the bargaining unit pending resolution of the issue.
- 2.3 Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.
- 2.4 The Union recognizes the County’s existing practice of employing temporary and seasonal employees and of utilizing the services of temporary personnel employed by an agency providing such personnel for the purpose of supplementing the bargaining unit work force covered by this Agreement, meeting seasonal and special project work force requirements, and avoiding the necessity of periodic layoff of Career and Career Probationary Employees who are members of the bargaining unit. Temporary and seasonal employees and temporary (contract) employees will not be employed for more than six (6) consecutive months in a calendar year.

## **ARTICLE 3 – SCOPE OF AGREEMENT**

- 3.1 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understanding and agreements arrived at by the

parties after the exercise of this right and opportunity are set forth in this Agreement. The parties agree that in the event the County desires to amend or modify or change the status quo concerning a mandatory subject of bargaining which is not covered by the terms of this contract, or a subject that has a mandatory impact which is not covered by the terms of this contract, the County will provide the Union with written notice of the proposed change. The Union shall have fourteen (14) days to object in writing and orally to the person proposing the change or their designee. The failure of the Union to object in writing to the proposed change within fourteen (14) days of the notice provided for above shall serve as a waiver of the Union's right to bargain. The Union's written objection shall specify the nature of the objection and identify whether the Union believes the proposed change involves a mandatory bargainable subject or a mandatory bargainable impact of a permissive subject. Following notice by the Union of objection to the proposed change, the parties agree to bargain for a period not to exceed forty-five (45) days, unless otherwise mutually agreed.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Union recognizes and agrees that responsibility for management of the County and direction of its workforce is vested solely in the County and responsible department heads. The Union further recognizes and agrees that in order to fulfill this responsibility, the County shall retain the exclusive right to exercise the regular and customary functions of management including, but not limited to, directing the activities of the department; determining standards and levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer and promote, including determining the procedures and standards thereof; to discipline and to discharge employees for just cause; to determine work schedules and assign work and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of the Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 29. It is further agreed that the County retains all rights, powers and privileges not expressly specified in this section.

#### **ARTICLE 5 – EMPLOYEE RIGHTS**

- 5.1 It is agreed that employees represented by the Union shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join in the activities of the Union or any

other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the County or by the Union because of his/her exercise of these rights.

## **ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY**

- 6.1 The County and the Union agree that the provisions of this Agreement shall be applied equally to all employees of the bargaining unit without discrimination as to race, color, religion, gender, national origin, age, mental or physical disability, or other protected status recognized by Federal, State and County laws and rules. Reasonable accommodation will be made to enable any qualified disabled employee to safely and properly perform the duties of their job, and the labor agreement will not serve to restrict the County's obligation to comply with federal and state law concerning its duty to reasonably accommodate individuals with disabilities.
- 6.2 Nothing in this section, however, shall be construed to prohibit actions taken because of bona fide occupational qualifications, seniority rights, legitimate employer business necessity, or retirement at age seventy (70).
- 6.3 The Union shall share equally with the County, the responsibility for applying the provisions of the Agreement.
- 6.4 All references to employees in this Agreement are intended to be gender neutral. Whenever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 7 – FAIR SHARE PLAN**

- 7.1 Employees who are not members of the Union shall make payments in lieu of dues to the Union. Such payments shall be in such amounts as are certified by the Union to represent fair share payment in lieu of dues as provided by law. This section shall be referred to as the 'fair share agreement', and the Employer shall deduct from the first paycheck of each employee each month the payments for regular dues, as authorized in writing by the employee, or payments in lieu of dues as provided by law and shall remit the same to the Union within ten (10) days after the deduction is made.
- 7.2 Any employee who is a member of a church or religious body, having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to payment in lieu of dues as provided in Section 7.1, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Union.

- 7.3 Provided the County acts in compliance with Sections 7.1 and 7.2 of this Article, the Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County as a result of the County's enforcement of the above provisions or as a result of any check off.
- 7.4 The County will notify the Union of all new hires in the bargaining unit within two (2) weeks after their having been employed, furnishing the Union with the new employee's name and position for which he/she was hired. The County will permit the shop steward to meet with new hires during the orientation process.
- 7.5 Except as otherwise provided in this Agreement, during their working hours, Union members shall not engage in solicitation for membership in the Union, the collection of fees or dues for the Union, or carry on other business activities of the Union; provided that this provision shall not prohibit conversations concerning Union matters which do not interfere with the work and duties of any County employee.

## **ARTICLE 8 – HOURS OF WORK**

- 8.1 Regular. The regular hours of work each day shall be consecutive except for interruptions for lunch period and emergencies.
- 8.2 Work Week. The work week shall be from 12:01 a.m. Saturday through midnight Friday night.
- 8.2.1 Work Schedule. The work schedule for employees shall consist of five (5) consecutive eight (8) hour shifts, or four (4) consecutive ten (10) hour shifts in the case of 4-10 scheduling, exclusive of uninterrupted lunch periods, Monday through Friday. A work schedule which includes Saturday shall be established only on the following basis:
- a. To meet special operating requirements on specific major projects or locations or which are normally performed on a seasonal basis;
  - b. Advance notice shall be given to the Union and employees affected, minimum seven (7) calendar days;
  - c. Employees who were career employees prior to July 1, 1987, will be exempt from assignment to such a work week schedule;
  - d. Assignment will be on the basis of volunteers first, qualification and inverse seniority thereafter.
- 8.3 Work Day. An Employee's work shall consist of eight (8) hours of work per day during 5:8 work week scheduling or ten (10) hours of work per day during 4:10 work week scheduling. In the case of Operations and Fleet, the work day shall commence between 6:00 a.m. and 11:00 a.m. or between 12:00 noon and 8:00 p.m. in the case of a second shift and between 8:00 p.m. and 2:00 a.m. in the case of a third shift. In the case of survey and construction, the work day for field survey employees shall normally begin at 7:30 a.m. and end at 4:00 p.m. However, the work day start time may be temporarily

scheduled between 6:00 a.m. and 8:00 a.m. as may be required to conform to the construction scheduling of independent contractors. In the case of technicians assigned to the office, the normal work day will commence between 6:00 a.m. and 8:30 a.m. Other shift and work week scheduling may be implemented by mutual agreement to meet special operating conditions. The employer may schedule sequential starting times within these parameters as required by the needs of each operation schedule.

8.3.1 Employees who work a regular or temporary shift commencing between 12:00 p.m. and 8:00 p.m. will be paid a shift differential of \$1.00 per hour worked. Employees who work a regular shift commencing between 8:00 p.m. and 2:00 a.m. will be paid a shift differential of \$1.25 per hour worked. Employees assigned to such shift will be paid holiday, vacation, and sick leave pay based on their hourly rate, inclusive of shift differential, in effect at the time the holiday, vacation or sick leave occurs. Vacation or other paid leave which is cashed out at termination will not include shift differential. The parties agree that shift differential shall be paid only for regular or temporary shifts and shall not apply to call-backs, extensions of shifts or scheduled overtime, unless the shift extension or scheduled overtime is adjacent to a regular or temporary shift for which the employee is being paid shift differential.

#### 8.4 Work Schedules

8.4.1 Work schedules showing the employee's regular shift, workdays, hours and place of reporting shall be posted on appropriate bulletin boards at all times. Except as provided below, work schedules for a work shift shall not be changed unless the changes are posted for seven (7) days, unless otherwise mutually agreed between the employee and his/her supervisor.

8.4.2 The needs of the County will occasionally require work outside the regularly scheduled shifts. Temporarily rescheduled shifts are shift changes of less than seven (7) days' notice. No employee will be required to report for a temporarily rescheduled shift before ten (10) hours has passed since the end of his/her last regularly scheduled shift. Notice of a rescheduled shift will be as soon as practical. Employees required to report for a temporarily rescheduled shift will be compensated at the overtime rate for the first two (2) hours of the first day of the rescheduled shift. All subsequent hours and shifts will be compensated at the employee's regular rate of pay. The provision for overtime (Article 10) shall apply to hours outside the established work day which is established by the temporarily rescheduled shift.

8.4.3 Preference in shift assignment shall be determined by bid on a seniority basis within each employee's classification and area of specialization within that classification, and thereafter by bid as vacancies or positions occur. Exceptions may be made for temporary periods not to exceed forty-five (45) work days per calendar year where such an assignment is deemed necessary because of an employee's particular skill or experience. In classifications having more than one (1) employee, the senior employee in each classification will be assigned to other than first shift only with his/her consent. Probationary employees may be assigned to any shift as deemed necessary for purposes of training or experience,

with notification of such action to the Union.

- 8.5 Rest Periods. Rest periods will be scheduled during naturally occurring breaks in the employee's work activities and will be taken in such a manner as to not cause any unreasonable disruption in the employees' or crews' activity. Fifteen-minute (15) rest periods for fleet employees and those who work in the office will be scheduled during each one-half of their work shift as near the middle of each one-half work shift as is reasonable. Natural breaks occur in three major instances: (1) to accommodate natural bodily functions; (2) an interruption which occurs in the work day due to a temporary lack of materials and/or equipment needed to continue the work activity; and (3) a lull in the employee's work activity that does not affect the crew's work activity. If no such natural break occurs and such break is not likely to occur in a reasonable time, that employee should stop work at an appropriate time to provide for a break period not to exceed 15 minutes. When natural breaks do not occur or are not likely to, the employee should exercise good judgment in deciding when to break. The appropriate supervisor should be notified at the beginning and end of every break whether naturally occurring or not.
- 8.6 Meal Periods. All employees shall be granted a lunch period on employee time of at least one-half (1/2) hour during each work shift. Whenever possible, such meal periods shall be scheduled in the middle of a shift. The employer shall furnish a meal to any employee who is requested to and does work four (4) hours prior to or beyond his/her assigned shift. The employee shall be furnished additional meal periods and meals for every four (4) hours thereafter that he/she continues to work. In the event the employer is unable to furnish a meal, the employee shall be reimbursed for the cost of the meal not to exceed \$10.00. The employee will submit a receipt for the employee's meal in order to receive reimbursement.
- 8.7 Clean-up. The County shall provide the required facilities and standard cleaning materials for the employee's clean-up. A clean-up period of five (5) minutes will be provided at the conclusion of each shift where the nature of the work reasonably requires personal clean-up.
- 8.8 4-10 Plan. The County may effect a ten (10) hour day, four (4) day work week. Nothing in this Agreement will be construed to require the County to maintain a ten (10) hour, four (4) day work week as to any individual or group of employees. Affected employees will be notified of the rescheduling at least seven (7) calendar days in advance. Named holidays, exclusive of personal or floating holidays, which occur during 4-10 scheduling between April 1 and September 30 will be compensated on the basis of ten (10) hours' pay for the holiday. Holidays falling outside this period during four-ten scheduling will be compensated on the basis of ten (10) hours' pay for the holiday, eight (8) hour pay by the County. To make up the remaining two hours, the employee shall use any available accrued compensatory time. If no compensatory time is available, then the employee may use accrued vacation time or leave without pay

- 8.9 Flex-time. Employees may, upon mutual agreement with the County, agree to a schedule of flexible work hours, provided that this agreement shall be in writing and in no case shall an employee work more than forty (40) hours per week without receiving overtime compensation and provided that such agreement shall not be binding as a practice on the County or on other employees.
- 8.10 Where an employee returns to a regular shift after an interruption of their regular shift for emergency purposes, and as a result, the employee will work less than 40 hours in a work week, the County will offer the employee an opportunity to work the necessary number of hours to reach a 40-hour work week, if operationally feasible. In no event will overtime be incurred to accomplish this result. If not operationally feasible, as determined by the County, the County will pay the employee for an equivalent amount of time to reach 40 hours for the work week. If the County offers the employee an opportunity to work outside of their regular shift, as provided above, the employee may decline that opportunity and instead elect to take the time as accrued paid leave or as unpaid leave, in which case the County shall have no further obligation under this Section. Use of unpaid leave in these circumstances shall not impact the employees' vacation or sick leave accruals. The purpose of this section is to ensure that employees in emergency situations do not receive less than 40 hours of work or pay in a work week. Every hour worked or paid, including hours paid at a premium and/or overtime rate, or hours taken by the employee as unpaid leave, shall count as an hour worked or paid for purposes of the forty-hour guarantee provided in this section.
- 8.11 No employee shall perform outside compensated work whether part-time or full-time, temporary or regular, without prior approval of the Appointing Authority. Each change in the conditions of previously approved outside compensated work or any change in outside employer shall require separate approval. The Appointing Authority may approve outside compensated work when the employment is compatible with the work of the employee's position, does not detract from the efficiency of the employee's work and does not create a conflict of interest or appearance of conflict of interest, or is a discredit to the County. All outside work shall be complimentary to the employee's current position or neutral in both appearance and practice.

## **ARTICLE 9 – WAGES**

Administration of Salary Schedules; the following rules shall govern the use of the salary ranges set forth in Schedule A, B, C, and D which are made a part hereof.

### 9.1 Rates of Pay

Each employee shall be paid at one of the steps of the range prescribed for the classification. For July of 2011, the 2.5% minimum COLA is waived by the Union and the salary ranges listed in Schedule A reflect a cost-of-living adjustment equal to the CPI-W – West Coast (Annual Average) of 1.43%, effective the first full pay period in July 2011.

### 9.2 Anniversary Date

For all purposes, an employee's anniversary date shall be the beginning of the payroll period closest to the date of appointment. When an employee is promoted or reinstated, the action shall take place at the beginning of a payroll period and that payroll period shall be the employee's new anniversary date..

9.3 Qualified Payroll Period

When an employee has not more than one (1) day in non-pay status, the payroll period will be considered qualified to accrue benefits and serve out probation. A new employee may be credited with the first payroll period even though having more than one (1) day in a non-pay status, so long as the new employee works all of the working days of the payroll period after the initial appointment.

9.4 Merit Increases

When an employee meets the overall job requirements of the Learning Plan and Performance Assessment, as determined by the appointing authority, the employee may be granted an increase at the completion of twenty-six (26) qualified payroll periods from the employee's anniversary date, and additionally an increase to the next succeeding step of the range may be granted upon completion of every twenty-six (26) qualified payroll periods since the last in-range increase until the employee has reached the top of the salary range for the classification.

9.5 Promotions

A promotion is an appointment to a position in a classification which has a higher maximum salary rate than the employee's present classification. Whenever an employee is promoted, the employee shall receive the nearest higher salary in the new range that is closest to a five (5) percent increase, but not less than four (4) percent at the beginning of the payroll period. Promotive positions shall be filled by the applicant with the highest qualifications, provided that where two or more applicants are equally qualified, the senior employee-applicant will be given preference. Promotions shall not be subject to the provisions of the grievance procedure contained herein nor to negotiation.

9.6 Demotions

A demotion is an appointment to a position in a classification which has a lower maximum salary rate than the employee's present classification or to a reduction in rate to a lower step on the range. In cases of class demotion, the department head shall appoint the demoted employee to a salary within the salary range of the lower classification that is less than or equal to the employee's present salary. In the case of a demotion in lieu of a layoff, the employee shall retain the same salary rate until the class reaches the salary level of the existing position provided, however, that the lower range is within ten percent (10%) of the higher classification salary range and shall be designated by a "Y" rating. The department head shall decide whether the "Y" rating is appropriate. In either a class demotion or a salary demotion, the employee shall retain the same anniversary date.

## 9.7 Transfers

9.7.1 Position Transfer. A position transfer is an appointment to a position in the same classification and the employee's pay remains the same.

9.7.2 Classification Transfer. When an employee is appointed to a position in a different classification which has the same pay range, the employee's pay remains the same. The employee may be required to serve a probationary period of twenty six (26) qualified payroll periods; however, the employee will retain the same anniversary date. Should the employee not successfully complete the probationary period, the employee shall retain the same anniversary date. Should the employee not successfully complete the probationary period, the employee shall return to the former position.

## 9.8 Range Changes

When a range is changed, the employee's pay is based on the same step of the new range as in the old. Such change shall not alter the employee's anniversary date.

## 9.9 Payment of Salary

9.9.1 Unless indicated otherwise in Schedule A, compensation shall be deemed to mean compensation per hour. All employees shall be paid on the basis of actual number of hours worked, including authorized absences with pay and authorized holidays, in each payroll period. Where appropriate, the hourly rate may be used as set forth in the conversion schedule.

9.9.2 Payday shall be bi-weekly and shall occur every other Friday. In the event of a payday occurring on a holiday, the payday shall be moved forward to the first business working day preceding the holiday.

9.9.3 In case an employee is laid off, quits or is discharged, he/she shall receive his/her pay in compliance with State law.

## 9.10 Rate of Pay on Appointment from Layoff list

When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the employee shall be paid at the same salary step at which such employee was being paid at the time of layoff. The employee shall begin to accrue benefits and status toward merit increases as if there had been no break in service.

## 9.11 Demotion during Career Probation

At any time during a career probationary period, an employee may be demoted or transferred to the employee's former position without loss of former seniority but without the right of appeal under Article 29 (Grievance Procedure) or to the Employment Relations Board. The appointing authority shall notify the employee in writing of the reasons for demotion. The incumbent of the former position shall be returned to the appropriate list and/or to the incumbent's former position in like manner.

## ARTICLE 10 – OVERTIME

### 10.1 Overtime

10.1.1 Overtime is authorized work outside the established weekly work schedule or work day. Compensation for overtime worked shall be at the rate of time and one-half (1-1/2) the employee's average regular rate of pay. Payment for overtime work shall be in cash as part of compensation for the same pay period in which it is accrued, unless it is worked after the announced payroll cut-off date for that pay period, in which case it shall be paid in the following pay period, or in the form of compensatory time off as provided in Section 10.7 of this Article 10. "Average regular rate of pay" is computed by adding all of the straight time compensation and premiums which an employee is owed during a work week, and dividing the total by the total number of hours worked during the work week.

10.1.2 Compensation shall not be paid twice for the same hours.

### 10.2 Exceptions

The overtime rate specified above for Saturday work and Sunday shall not be provided to employees for whom these days fall regularly within the first five (5) days of their weekly work schedule. These employees shall be compensated at the rate of time and one-half (1-1/2) for all work performed on the sixth (6th) and/or seventh (7th) day of their regular weekly work schedule.

### 10.3 Scheduling

Except as follows, any employee may decline offered overtime work without subjecting himself or herself to discrimination. Any employee may be required to do overtime work during an emergency or when the County cannot find a sufficient number of employees willing to do the overtime work.

### 10.4 Distribution

10.4.1 Unless overtime distribution procedures are otherwise established by a department, this section governs the distribution of overtime work for members of the bargaining unit. Employees performing the work during straight-time hours shall have preference with respect to performance of work on the same project on an overtime basis. Where there is more than one employee performing the work on a straight-time basis on the same project, preference will be in order of seniority to qualified employees on the crew. If the employee(s) performing the work on straight-time basis refuse the overtime, or do(es) not respond, the work shall be assigned to the first qualified employee on a rotational basis from overtime lists consisting of employees who have indicated a willingness to accept overtime assignments by signing the list. An employee who signs the applicable overtime list may not decline an overtime assignment while his/her name remains on the list. An employee may remove his/her name from the overtime list on five (5) working days' written notice to the supervisor. If the department is unable to fill an overtime assignment within a reasonable period, it may do so by assigning

an employee in the same classification on an inverse seniority basis. In proceeding down the list of willing workers for overtime, the supervisor will not be required to offer the overtime to any employee who is not qualified to perform the work or who cannot report to work within thirty (30) minutes of notification. If an employee who has signed the overtime sign-up list fails to respond or cannot be reached in two (2) consecutive overtime call-outs, the employee's name will be removed from the overtime sign up list and will not be placed back on the list for thirty (30) calendar days or until the employee signs the call-out list again, whichever occurs last.

10.4.2 The list of willing workers for overtime will be accessible to members of the bargaining unit.

10.4.3 It is understood that this provision for distribution of overtime does not apply to situations in which an employee is required to work overtime in order to complete his/her work assignment or to temporarily rescheduled shifts.

#### 10.5 Bargaining Unit Work in Conjunction with Overtime

Any supervisor, who has overtime work that cannot be completed without additional assistance, shall utilize the overtime list except as provided above if the work is normally done by bargaining unit employees. This Agreement does not preclude the supervisor from performing bargaining unit work during working and non-working hours if necessary. Supervisors may perform bargaining unit work in response to emergency situations when doing so is in the best interest of the public, including, but not limited to, timely response, public safety, or cost effectiveness; or when the work is of short duration (30 minutes or less).

#### 10.6 Call-back

If an employee has left the County's premises at the end of his/her shift and is called and returns to work prior to his/her next succeeding shift, he/she will be provided with a minimum of two (2) hours of work or pay, compensated at the overtime rate. Compensated hours begin when the employee arrives at the Walnut Street Center (or other assigned duty location) or when the employee leaves his/her place of residence in a County-owned vehicle when the County assigns such a vehicle to the employee for the purpose of responding to emergencies.

#### 10.7 Comp Time

Employees may, within the limits provided herein, elect compensatory time off in lieu of overtime payment. Written notice, noted on employee's time card, of an election to take compensatory time off in lieu of overtime pay must be given to the County not later than the pay period in which the overtime is worked. Compensatory time off will accrue at the overtime rate and may be accumulated to a maximum of eighty (80) hours.

Compensatory time off will be scheduled by prior mutual agreement between the employee and his/her supervisor. Up to forty (40) hours of compensatory time off which has not been used as of January 1 of any year shall be carried forward to the next twelve (12) month period. The remaining balance, if any, shall be compensated in cash as of the next succeeding payroll period following January 1, and will not be allowed to be

scheduled for use thereafter.

## **ARTICLE 11 – SPECIAL WAGE PROVISIONS**

### 11.1 Special Provisions

11.1.1 When events occur caused by reasons beyond the control of the County such as fire, power failure, storms, or acts of God, where normal work cannot be performed:

- a. Employees notified at the end of a shift not to report to work the next day shall not be paid for that day, but may use vacation or compensatory time. Employees shall not be notified at home.
- b. If an employee reports to work and no work is available, the employee will be paid for four (4) hours at his/her regular rate of pay and will have the option of using vacation or compensatory time for the remaining four (4) hours of the shift; or may take the remaining four (4) hours without pay.

11.1.2 When this provision is in effect, employees shall continue to accrue benefits.

## **ARTICLE 12 – HIGHER CLASSIFICATION WORK**

12.1 Except for on-the-job training purposes, whenever an employee is required to perform any work for more than four (4) consecutive hours in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the nearest higher salary in the range of the higher classification that is closest to a five (5) percent increase, but not less than four (4) percent. The period for on-the-job training shall depend on the employee and the job involved.

Medium equipment operators operating heavy equipment will be paid at the nearest higher salary in the range of the higher classification that is closest to a five (5) percent increase, but not less than four (4) percent on an hour-for-hour basis.

12.2 It is understood and agreed that an employee may occasionally or intermittently, for short periods of time during his/her shift, perform duties which are normal to higher level classification. Occasional performance of such duties is not to be considered subject to this section.

### 12.3 Premium Pay

12.3.1 Employees assigned in the discretion of the County as lead workers shall receive an additional five percent (5%) of their base rate of pay, minimum \$.75 per work hour premium for lead utility worker and light equipment operator, minimum \$1.00 per work hour premium for lead medium and heavy equipment operator. Lead workers will be expected to take an active role in advancing the goals and policies of the County. Lead workers will advise supervisors on issues of employee performance and compliance with County rules and policies. Lead

workers are expected to take action to eliminate behavior which is not consistent with County rules and policies. Lead workers are expected to effectively train new, or newly assigned, employees on the requirements and expectations of the job. The County will provide training on rules and policies on an ongoing basis.

12.3.2 Certified herbicide sprayers will be paid a premium of 5 percent above his or her rate for time actually worked spraying herbicides as assigned.

#### 12.4 Productivity and Training Program

12.4.1 The parties recognize that the public has a right to expect improved performance in the delivery of public services commensurate with its continued investment of public funds in the payment of public salaries. To achieve that end, the parties agree to work together in establishing mutually acceptable performance and productivity standards. Such standards, it is recognized, may be enhanced by the use of appropriate mechanical, electronic and other equipment in order to achieve both improved performance (productivity) and economic efficiency.

12.4.2 Training. The parties recognize that there are job functions performed by employees, which require skills not generally utilized in private industry and for which specialized experience and training are not generally available in private industry. Training programs shall have as their purpose the improvement of Land Use and Transportation Department employees to qualify for advancement and promotion, and the training of department employees in new techniques, equipment and procedures related to their functions. It is contemplated such training programs will involve both on-the-job study and training.

12.4.3 County sponsored training seminars and classes pertaining to work performed by employees in the bargaining unit shall be posted on the employee bulletin board.

### **ARTICLE 13 – SENIORITY**

#### 13.1 Determination

Seniority shall be determined by the length of an employee's continuous service within the bargaining unit covered by this agreement, provided that no employee who has accrued seniority by reason of service within the department as of July 1, 1990, will lose seniority by reason of this provision.

#### 13.2 Layoff and Recall Policy

Every reasonable effort will be made to avoid laying off employees. In the event that it becomes necessary to lay off employees, the following procedure will be used:

13.2.1 Within an effected job classification, a selection of employees retained will be in accordance with seniority, so long as the senior employees possess similar qualifications, aptitude, and ability to perform the work of the employees laid off. Employees shall be given at least fifteen days' notice prior to layoff.

- 13.2.2 An employee displaced from his/her job by reason of layoff shall be entitled to displace the least senior employee in the same classification series or a related classification in the bargaining unit, providing the displacing employee has greater seniority and possesses similar qualifications, aptitude and ability to perform the work of the employee he/she displaces. A displaced employee shall be entitled to displace other employees in the same manner. Employees wishing to exercise the right to bump, if any, must do so in writing within seven (7) calendar days from the date the employee receives notice of layoff. Once an employee submits a written notice of intent to bump, the applicable supervisor will meet with the employee within three (3) working days to review the applicable seniority roster, qualifications and related matters.
- 13.2.3 The department head shall make the determinations of qualifications, aptitude and ability. If the Union considers the department head's determinations to have been arbitrary or in bad faith, it may have the determination reviewed through the grievance procedure beginning at Step 2.
- 13.2.4 Recall of employees within each classification shall be in the reverse order of layoff from the classification. Laid off employees may remain on the layoff list for a maximum of eighteen (18) months from the date of layoff.

13.2.5 Removal of Name from Recall List

The Human Resources Division may remove the name of a person from a recall list if the laid off employee fails to reply within ten (10) working days from the date of mailing of a written inquiry, sent by certified mail, to the laid off employee's last known address. It is the responsibility of the employee to notify the Human Resources Division of any address change.

The appointing authority may request the certification of the next person on the layoff list if the laid off employee is not available to work within ten (10) working days of their notification to return to work.

13.3 Assignments

- 13.3.1 Most employees are engaged in many varied types of work assignments within their classification during the course of a year. There are usually, however, assignments that are more "predominant" in terms of proportion of the year or season performed and/or equipment operated than all others in such classifications. When the County determines that a vacancy exists and that a position is to be filled on other than a temporary basis (more than 30 calendar days), a notice and provision for sign-up shall be directed to all employees in the same classification as the vacated and the selections shall be made utilizing the procedure outlined in "Promotional Policy" above. For the purposes of this section, seniority shall be defined as length of service in the classification. The County and Union will encourage all employees to take advantage of all training opportunities. The parties jointly endorse the development of multiple job skills and cross-training. Nothing in this provision or in the Agreement shall be construed to limit the Department's right to assign employees on a temporary basis for the purpose of developing additional job-related skills or for additional

training.

13.3.2 When equipment is temporarily out of service (one week or less), the Department will assign the employee who uses that equipment to a different position, rather than displacing employees with less seniority who operate similar equipment.

13.3.3 The requirements of this section (13.3) shall not apply during an emergency and are subject to the needs of the Department.

#### 13.4 Termination of Seniority

13.4.1 Seniority shall be terminated when an employee:

- a. quits; or
- b. is discharged consistent with the terms of this Agreement; or
- c. is laid off and fails to report to work within ten (10) working days after having been recalled; or
- d. is laid off for a period in excess of 18 months; or
- e. retires or is retired.

13.4.2 Seniority shall not be terminated in instances where employees are on parental leave or active military duty.

### **ARTICLE 14 – PAID HOLIDAYS**

#### 14.1 Holidays

14.1.1 The following days, subject to modification by the State Legislature, shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Personal Holiday
Presidents Day	Floating Holiday

Also, the Governor and President of the United States are vested with authority to designate holidays.

14.1.2 Whenever a holiday falls on Sunday, the following workday will be considered a holiday. Whenever a holiday falls on a Saturday, the preceding work day will be considered the holiday.

14.1.3 Existing policy and contractual provisions for selection of vacation days shall govern the selection of the date of an employee's personal holiday.

14.1.4 Personal holidays and floating holidays, as provided in Article 14.1.1, shall not be accumulated and must be used within the calendar year in which they are provided. Failure to use a personal or floating holiday within any calendar year shall result in loss of that holiday. An employee terminating County employment shall either use the personal holiday and floating holiday prior to the date of termination or lose it. It is solely the employee's responsibility to use the holiday and the employee shall do so only upon reasonable request to his/her supervisor. In consideration of County needs and demands, an employee's request for use of a personal holiday shall not be unreasonably denied.

14.2 Holiday Pay

If a holiday should fall on Monday or a Friday while on a 4-10 schedule, the contiguous workday will be observed.

14.3 Holiday Work

If any eligible employee is required to work on any of the holidays listed above, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) his/her regular rate of pay or shall receive compensating time and one-half (1-1/2) off. Such compensating time off shall be scheduled by mutual agreement between the employees and the County.

14.4 Eligibility for Holiday Pay

No employee shall receive holiday pay if the employee is not in a paid status on his/her scheduled workday either immediately preceding or immediately following the holiday.

14.5 Holiday during Leave

Should an employee be on authorized paid sick leave or vacation leave when a holiday occurs, he/she shall be paid for such holiday and the holiday shall not be charged against his/her sick or vacation leave accumulation.

**ARTICLE 15 – VACATION LEAVE**

15.1 Accrual of Vacation

Employees shall accrue vacation on the following basis:

<u>No. of Qualified Payroll Periods</u>	<u>Hours of Vacation Leave per Qualified Payroll Period</u>
1 to 130	3.6924
131 to 260	4.6154
261 to 390	5.5385
391 to 520	6.4616
521 and over	7.3847

15.2 Maximum Accrual

The maximum accrual of vacation leave for any employee shall be three hundred sixty (360) hours. The Board of Commissioners may authorize individual exemptions to this limitation; however, if an employee leaves the employer's service, the employee may be reimbursed for not more than three hundred sixty (360) hours.

15.3 Vacation Schedule

Employees shall be permitted to request vacation either on a split or an entire basis. Employees shall have the right to determine the vacation times, subject to scheduling required for public service based upon the needs of an efficient operation, the availability of vacation relief, and the County's right to so arrange scheduling that, each employee has an opportunity, if he/she chooses, to use, at some time during the fiscal year, the full amount of the vacation credit which he/she could accumulate in twenty-four (24) months of continuous service. Vacation time shall be selected on the basis of seniority only once annually. Conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

15.4 Payment of Leave

An employee whose employment is terminated or who is laid off shall be compensated for his/her accrued and unused vacation leave. In the event of death, payment of such vacation leave shall be made to the beneficiary designated by the employee.

15.5 Employees may donate accrued but unused vacation or holiday hours to another employee under the following conditions: (1) The donation is truly voluntary; (2) the donating employee receives no payment for the donated time; and (3) the employee to whom the time is being donated has less than one hundred (100) hours accrued vacation, holiday and sick leave.

**ARTICLE 16 – SICK LEAVE**

16.1 Accrual

Employees shall accumulate sick leave at the rate of 3.6924 hours per qualified payroll period. Sick leave may be accrued without limit.

16.2 Use of Sick Leave

16.2.1 An employee who is unable to perform his/her duties by reason of personal illness or injury, pregnancy, necessity for medical or dental care, exposure to contagious diseases or by death or critical illness in his/her immediate family requiring attendance of the employee, may utilize his/her accrued sick leave.

16.2.2 In the case of the employee's own injury or illness, he/she may be required after three (3) consecutive days to furnish a certificate issued by a licensed physician or practitioner, or other satisfactory evidence of illness.

- 16.2.3 Sick leave shall be authorized because of critical illness in the employee's immediate family, if the employee's attendance is necessary.
- 16.2.4 In the case of an employee's personal illness or injury, notification should be given of the employee's intent to use accrued sick leave as soon as is practical. For a temporary absence covered by sick leave which is predictable, i.e., surgery or pregnancy, the employee shall give the department head sufficient notice to plan for staffing during the employee's absence and shall provide the department head with a written statement from the attending physician stating the date the leave is to begin. The employee shall notify the department head as soon as the attending physician releases the employee to return to work.
- 16.2.5 As used in this article, "immediate family" means his/her spouse or parents, children, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, whether or not residing with the employee, and other close relatives who reside in the employee's household.
- 16.2.6 Proven abuse of sick leave shall be cause for disciplinary action. As a preliminary to formal disciplinary action and as an alternative thereto, an employee may be required to furnish a certificate for each use of sick leave where the employee's supervisor has reasonable cause to believe there has been an abuse of sick leave or that there is a utilization of sick leave for reasons other than those provided in this Article 16.
- 16.2.7 In instances where sick leave is covered by state or federal family leave laws or County policies, the parties agree to comply with those laws and policies.

## **ARTICLE 17 – OTHER LEAVES**

### 17.1 Leave of Absence

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, may be granted for any reasonable purpose, including Union business, as determined by the department head and not inconsistent with the needs of the County, and such leaves may be renewed or extended for any reasonable period. No leave will be granted to an employee to accept employment in any other capacity.

### 17.2 Jury Duty and Witness

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service or as a witness except if they are a party in or have a vested interest in the case. All jury fees and witness fees, except mileage allowance, will be remitted to the County in instances where the employee has been granted leave with full pay. If an employee is excused or dismissed prior to noon, he/she shall report for work.

### 17.3 Educational Leave

After completing one (1) year of service, an employee upon request may be granted a leave-of-absence without pay for educational purposes at an accredited school when it is related to his/her employment. The period of such leave-of-absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary, and upon approval of the County. One (1) year leaves-of-absence with any requested extension granted for educational purposes may not be provided more than once in any three (3) year period. Employees may also be granted leaves-of-absence with or without pay for educational purposes, for reasonable lengths of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operations of the County.

### 17.4 Military, Alternative Service and Peace Corps Leaves

Military, alternative service and Peace Corps leaves shall be granted in accordance with state and federal law.

### 17.5 Authorized Travel, Training and Conference Attendance

Food, lodging and travel expenses, or any of them, shall be paid by the County according to a approved per diem schedule and receipt of the properly detailed County expense form, to any employee required to attend a conference or business meeting, when said conference or business meeting is held at a location other than the employee's regular home and job locations. At the option of the County and when agreed to in writing prior to attendance, the County shall pay tuition and cost of instruction which is directly related to business of the County and designed to upgrade employee's skills, if employee has successfully completed the course of instruction.

### 17.6 Convenience Time

17.6.1 Employees may take time off for their own convenience and make up such time on an hour-for-hour basis without gain or loss of pay or benefits. Convenience time off must be approved in advance unless extenuating circumstances prevent prior approval, in which case the employee must request approval at his/her earliest opportunity. Convenience time off will be granted unless the employee's absence will be unreasonable disruptive to the work schedule or the employee cannot reasonable be expected under the existing circumstance to make up the time. Convenience time off will not be granted unless the employee has no other leave time available for use.

17.6.2 The Union and the Employee hereby acknowledge that employees who utilize convenience time hereby waive ORS 279.340 in any instance when the employee works for more than eight (8) hours in one work day or forty (40) hours in one week.

17.7 Bereavement Leave

17.7.1 An employee shall be allowed up to three (3) workdays time off with pay for death in the employee's immediate family. An additional two (2) workdays leave shall be allowed for necessary funeral travel time when approved by the Appointing Authority.

17.7.2 For the purposes of bereavement leave, immediate family shall be defined as an employee's spouse, same sex domestic partner, parents, children, sisters, brothers, grandparents, grandchildren, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law. Under exceptional circumstances, bereavement leave may be granted by the Appointing Authority upon the death of a person other than the employee's immediate family. Use of accrued sick leave may be authorized in addition to bereavement leave when deemed appropriate by the Appointing Authority.

17.7.3 At the discretion of the Appointing Authority, and with consideration of department operating needs, bereavement leave may also be granted up to eight (8) hours to attend funeral services for a fellow County employee.

**ARTICLE 18 – WORKERS' COMPENSATION**

18.1 Workers' Compensation Leave

Employees are insured under the provisions of the Oregon State Workers' Compensation Act for injuries received while at work for the employer. The day of injury shall be considered a work day, and the employee will receive his/her normal salary for that day.

18.2 Any employee who shall sustain any injury which is compensable under any workers' compensation law, in addition to such compensation as may be paid to him, shall receive from the County, in lieu of wages, the difference between such compensation payments and the amount of his/her regular straight time wage less amount ordinarily withheld from his/her straight time wages for State and Federal income taxes and Social Security contributions for a period not to exceed ninety (90) days from the date upon which such workers' compensation payments commence. After ninety (90) days, an employee's sick leave will be used on a prorated basis to make up the difference between workers' compensation payments and his/her regular straight time rate minus the above deductions.

**ARTICLE 19 – PHYSICAL EXAM**

19.1 Employees covered by this Agreement may be required by the County to undergo a physical examination upon return to work from illness or injury in order to determine the employee's ability to return to work, or if the County has a reasonable suspicion that the

employee may suffer from a condition that could affect his or her safety, the safety of others, or his or her ability to perform. The County will bear the cost of such examination. The results of the exam will be made available to the individual employee upon written request.

## **ARTICLE 20 – HEALTH INSURANCE**

### 20.1 Medical Insurance

Effective July 1, 2011, the County will pay full monthly composite cost of the Providence Standard Open Option (or plans of other carriers providing reasonably comparable overall levels of benefits). Coverage under these plans is subject to the carriers' eligibility requirements. This cost will constitute the maximum monthly County contribution, otherwise referred to as the "cap." Bargaining unit employees electing the Kaiser HMO option will be responsible for paying the difference in monthly premium cost, if any, between the premium cost of the Providence Health Plan and the Kaiser HMO option. Any contribution required by an employee will be deducted from the employee's paycheck. The County agrees that preventative and wellness care is an important feature of any insurance program, and that it will work with Providence and Kaiser to include preventative and wellness features in the existing insurance plans.

The County also agrees to provide dental and vision insurance as provided on July 1, 2011, currently offered through ODS (Oregon Dental Service), or plans of other carriers offering reasonably comparable overall benefits.

Effective for plan year 2012, the County's maximum contribution for medical insurance (the "Cap"), will be 95% of the premium for the Providence Standard Open Option, or a PPO plan of another carrier offering reasonably comparable overall benefits. (The County's and employees' medical insurance contributions will be based on tiered rates depending on the level of coverage selected by the employee (e.g., employee only, employee plus spouse, full family coverage, etc. rather than on a composite rate.) For an employee who elects coverage from Kaiser, the County will contribute an amount equal to 95% of the rate for the Providence Standard Open Option plan, or a PPO plan of another carrier offering reasonably comparable overall benefits.

Should health insurance premiums for plan year 2012 increase by ten percent (10%) or more over the preceding year, either the County or the Union may reopen discussion concerning restructuring of contribution rates and/or a restructuring of benefit plan design. The parties agree to a forty-five (45) day mid-term bargaining period in the event a reopener is exercised.

### 20.2 The County will provide fully paid life insurance coverage for each employee and dependents with a policy value of at least \$10,000.

- 20.3 The County will continue to provide each employee with a fully paid long-term disability program benefit. The benefit provided to bargaining unit employees will be consistent with the benefit offered to non-represented County employees.
- 20.4 The County will allow each retired employee the opportunity to remain in the existing life insurance program with the employee paying the monthly or yearly premium.
- 20.5 The County shall reimburse up to \$80 every other year for the cost of the medical examination expense for those employees in classifications required to obtain and/or maintain a Commercial Driver's License. Such reimbursement is applicable only for expenses that are directly related to the medical examination and medical certification process and are not covered by the County's health insurance program. Reimbursement requests must include proof of non-payment by the County's health insurance program. In addition, the County shall reimburse employees in classifications required to obtain and/or maintain a Commercial Driver's License for the difference in the licensing fee between that fee associated with obtaining or maintaining a CDL and the licensing fee associated with maintaining a regular Class C driver's license (non-commercial). This reimbursement applies to the licensing fee only and does not include any testing or other fee. These reimbursements may, at the sole discretion of the County, be extended to employees in classifications not requiring a CDL to enable them to be available for out-of-class assignments in classifications requiring a CDL.
- 20.6 The County intends to establish a County-wide health benefit committee during the term of this Agreement to explore options to the issues of health benefit cost containment and benefit levels. When such committee is established, the Union will be afforded two representatives on the committee, without loss of pay.

## **ARTICLE 21 – RETIREMENT**

- 21.1 The County agrees to maintain the existing Retirement Plan as a member of the Public Employees Retirement System, or in the Oregon Public Service Employees Retirement Plan, based on the eligibility of the employees.

## **ARTICLE 22 – TOOLS**

- 22.1 The County shall furnish all tools necessary for the employees to perform his/her duties and responsibilities except that shop personnel listed below in 23.2 shall provide hand tools for their individual use.
- 22.2 The County will pay a hand tool replacement allowance at the rate of thirty dollars (\$30.00) per month to Fleet Services Coordinator, Equipment Service Workers, Equipment and Auto Mechanics I and II. New hires will receive a prorated allowance from date of hire for the portion of the year employed with the County. The payment

will be made by lump sum payment paid during the first payroll period of the contract year. If the employee leaves County employment for any reason prior to the end of the contract year, the employee shall pay back to the County the replacement allowance received for the period beginning from the date of termination to the end of the contract year.

## **ARTICLE 23 – PROTECTIVE CLOTHING**

### 23.1 Safety

If an employee is required to wear safety clothing or any type of safety devices as a condition of employment, such clothing or device shall be furnished to the employee by the County.

### 23.2 Clothing Protection

The County will supply protective clothing as specified in Schedule “E” which is made a part of this Agreement.

### 23.3 Maintenance

The cost of maintaining clothing or safety devices in proper condition, including cleaning and laundering, shall be paid for by the County. All protective clothing and devices shall be left at the place or reporting at the end of each work day unless express permission to remove same from the place or reporting is given by the employee’s immediate supervisor. The employee will be responsible for replacement of protective clothing or safety devices lost or damaged through his/her negligence.

### 23.4 Specialized Footwear

In those positions where the County determines that safety toe work shoes are appropriate in the interest of employee safety, the County will so advise the employees involved, with a copy of such notice to the Union. Employees so advised will be required to obtain suitable safety toe shoes within ten (10) working days from the date of such notice, and such footwear shall be required on the job. As of the first regular payday following appointment and thereafter on the first regular payday in the month of July, the County will pay a safety shoe allowance of \$125.00 per year to each employee who is required to wear safety toe shoes as provided herein, and who has not received such allowance during the prior three months. Failure to wear safety toe shoes on the job as required shall be just cause for disciplinary action pursuant to Article 27, Discipline and Discharge.

## **ARTICLE 24 – SAFETY**

- 24.1 The County will exert every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate, to that end, and support the County when discipline is reasonably required in the case of safety regulation violations.
- 24.2 The County shall maintain safety committees, the membership of which will include representatives of the represented classifications; whose purpose will include improving workplace safety. Committees will normally meet monthly, but no less than quarterly. Minutes shall be published and posted in a location readily available to employees.
- 24.3 All work performed by the employees shall be governed by the provisions set forth in the Oregon State Safety Code.
- 24.4 Employees shall operate all vehicles and equipment in a safe and legal manner and no employee shall be required to operate any vehicle or machinery which does not comply with the Safety Codes or the law of the State of Oregon.
- 24.5 Any employee who believes that any working condition or machinery is unsafe shall immediately call it to the attention of his/her supervisor. Such reported condition shall be acted upon with no discrimination or disciplinary measures taken against an employee for refusal to violate safe work practices as determined consistent with State and County safety legislation and regulations.
- 24.6 No employee shall be allowed to work alone in a situation in which working alone is hazardous. In the determination of whether it is hazardous to work alone, the County's safety representative and the Union shall meet to discuss and make recommendations as to what constitutes such a hazardous condition when the question arises.

## **ARTICLE 25 – LEARNING PLAN AND PERFORMANCE ASSESSMENT**

- 25.1 Employee Learning Plan and Performance Assessment will continue in accordance with Civil Service procedures. In order to provide each employee with an opportunity to discuss his/her annual assessment with the authors thereof, a period of two (2) weeks shall exist between delivery of a copy of the annual assessment to the employee and transmittal of the assessment to the Human Resources Division.
- 25.2 Each employee will be assessed by the supervisor that has supervised them for the greatest length of time prior to the assessment date during the assessment period.
- 25.3 Employees shall receive a copy of the assessment after all comments have been written and all supervisors have signed.

## **ARTICLE 26 – UNION BUSINESS**

- 26.1 Union representatives may have reasonable access to investigate working conditions, provided they do not interfere, or cause employees to be diverted from their work.
- 26.2 Employee representatives shall not carry on bargaining unit business during working hours, except as specifically provided in this Agreement. In addition to those other specific provisions, an employee representative may meet with an aggrieved employee for a reasonable amount of time during working hours for necessary discussion concerning a grievance that has been initiated under the grievance procedure.
- 26.3 Contract negotiations concerning a new or renewed contract may occur in the manner stated in Article 34, Effective Date and Duration.
- 26.4 Employee representatives, not to exceed three (3), shall lose no time nor pay for the time spent in special conference (Article 30) meetings with the County.
- 26.5 Employee representatives, not to exceed five (5), one from each of the following sections: Engineering, Fleet, Inspection and two from the Operations and Sign Maintenance field crews, shall lose no time nor pay for time spent in contract negotiations with the County.
- 26.6 The County agrees to furnish and maintain a bulletin board within the Department of Land Use and Transportation to be used by the Union for the posting of notices and bulletins relating to the Union.

## **ARTICLE 27 – DISCIPLINE AND DISCHARGE**

### 27.1 Discipline

Discipline may include, but not be limited to, oral or written warnings or reprimands, suspension or termination, as determined by the seriousness of the offense, the employee's work history, and other relevant circumstances. No career employee shall be warned, reprimanded, suspended, demoted or discharged except for just cause. For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- a. The employee shall have some warning of the consequences of the conduct, unless the conduct is of such a serious nature that no prior warning is necessary in the eyes of a reasonable person.
- b. If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied even handedly.
- c. The County must conduct a fair and reasonable investigation.

- d. It must be determined, by a preponderance of evidence, that the employee has committed the alleged misconduct or act.
- e. The discipline issued must be appropriate based on the severity of the misconduct.
- f. The employee's past employment record with the County shall be considered, if appropriate, based on the severity of the act.

All disciplinary action imposed upon an employee, except oral or written warnings or reprimands, may be protested as a grievance through the grievance procedure as outlined in Article 29. An oral reprimand or warning shall be done in a manner which will not embarrass the employee before other employees or in public.

#### 27.2 Discharge

If the County determines there is just cause for discharge, the County shall deliver to the employee and the union a written notice of such discharge, specifying the principal grounds for such action. Protests of the discharge of any employee shall be made through the regular grievance procedure set forth in Article 29. The Union may process a grievance concerning suspension, demotion or discharge at Step 3 of the Grievance Procedure. In reviewing disciplinary action imposed by the County in arbitration, the arbitrator will determine whether the action is based on substantial evidence and is in good faith. This Article shall not apply to any employee on initial probation.

- 27.3 Employees who elect to pursue grievances through Article 29 of this Agreement agree to waive their right to file the grievance through the Civil Service Commission.
- 27.4 The County and the Union recognize the harmful effect of unlawful harassment in the work place and agree to work jointly to eliminate such harassment and to deal with it promptly when it is shown to have occurred. Harassment of fellow employees in violation of law or County policy will be cause for disciplinary action up to and including discharge.

### **ARTICLE 28 – PERSONNEL FILE**

- 28.1 Each employee shall have the right, upon request, to review and obtain, at his/her own expense, copies of the contents of his/her personnel file, exclusive of materials received prior to the date of his/her employment by the County. The official file shall be maintained by the Human Resources Division.
- 28.2 An employee may respond, in writing, to any item placed in such personnel file, and said response shall become part of said file.

- 28.3 Each employee shall read and sign any written material that is placed in his/her personnel file, including merit ratings, written reprimands, suspensions, or discharges. It will be noted on the material that signing does not necessarily indicate agreement.
- 28.4 If the employee feels that the material is unjust, he/she may request, in writing, a hearing with the Department Director. The Department Director shall meet with the employee and shall respond in writing within ten (10) days, and the decision of the Department Director shall be final. The employee shall have the right to be represented by counsel or a Union official and shall have the right to call witnesses on his/her behalf.

## **ARTICLE 29 – GRIEVANCE PROCEDURE**

- 29.1 Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner:
- 29.1.1 Step 1: An employee or employees having a grievance shall first take the matter up informally with the supervisor involved. If unresolved the employee, or group of employees who are similarly situated, with or without an employee or Union representative, shall commit the grievance or dispute to writing and submit the written grievance to the employee's division manager and the Human Resources Division within ten (10) working days of its occurrence; or if at the time the employee is unaware of the grievance, he/she may submit the grievance in writing, within ten (10) working days of the date upon which he/she became aware of its occurrence, but in no event longer than ninety (90) calendar days from the date of occurrence. The written grievance shall include the date of the occurrence giving rise to the grievance, the specific provision or provisions of the agreement alleged to have been violated, and the remedy of relief sought by the employee. The division manager shall then attempt to adjust the matter and respond to the employee within five (5) working days.
- 29.1.2 Step 2: If the grievance has not been settled, it may be presented in writing by the employee or Union representative, or the Union Grievance committee to the department head within ten (10) working days after the division manager's response is due. The written notice shall state the nature of the grievance, the section of the contract allegedly violated, and the remedy requested. The department head or his/her designee shall respond in writing within ten (10) days.
- 29.1.3 Step 3: If the grievance has not been settled, it may be presented by the employee or Union representative to the Board of County Commissioners, or its designee(s), within ten (10) working days after the response of the department head or his/her designee is due. The Board of County Commissioners or its designee(s) shall consider the grievance based upon the written information from its staff unless the employee, Union representative, or Union Grievance Committee shall request a personal meeting with the Board. The Union may be represented at such a meeting with the Board or its designee(s) by the employee, no more than three (3) members of the Union Grievance Committee and Union representatives. The

response of the Board of County Commissioners or its designee(s) shall be made in writing within fifteen (15) working days of submittal.

- 29.1.4 Step 4: If grievance is still unsettled, either party may, within ten (10) working days after reply of the Board of County Commissioners or its designee(s) is due, by written notice to the other, request arbitration.
- 29.1.5 The parties shall select an arbitrator from a list of thirteen (13) Oregon or Washington Arbitrators submitted by the Oregon State Mediation and Conciliation Service, by the method of alternately striking names. The grieving party shall strike the first name objectionable to it and the County shall then strike the first name objectionable to it. The final name left on the list shall be the arbitrator. The arbitrator shall conduct a hearing to take evidence and testimony and shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. The arbitrator's decision shall be final and binding on both the parties, but he/she shall have no power to alter in any way the terms of this Agreement. His/her decision shall be within the scope and terms of this Agreement and may provide retroactivity not exceeding ninety (90) calendar days prior to the last date of occurrence of the grievance specified in the written submittal.
- 29.1.6 The County and the Union agree that the loser shall pay the arbitrator's fee. Further, the County and the Union agree that the arbitrator shall declare a winning party. Each party shall pay such other costs that they incur.
- 29.2 Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein, shall be considered as settled and shall not be subject to further discussion or appeal.
- 29.3 The time periods described in this article shall be suspended for the duration of an emergency.

### **ARTICLE 30 – SPECIAL CONFERENCES**

- 30.1 Special conferences for important matters not addressed in this Agreement will be arranged between the Union Secretary-Treasurer and the County, or their designated representatives, on request of either party. Such meetings shall be arranged in advance and the agenda setting out matters to be discussed at the meeting shall be presented at the time the conference is requested.
- 30.2 Special conferences may be called to discuss:
- 30.2.1 Job descriptions within a classification.
- 30.2.2 Apparent overlapping between job descriptions in different classifications.
- 30.2.3 The amount of time necessary for on-the-job training in a particular instance.

- 30.2.4 Abolition of positions in the bargaining unit.
- 30.3 The parties agree to the establishment of a joint labor management committee on an as-needed basis, comprised of an equal number of representatives selected by the County and by the Union to address matters under the contract.

### **ARTICLE 31 – STRIKES AND LOCKOUTS BARRED**

- 31.1 There shall be no lockouts on the part of the County nor suspension of work on the part of the employees. This Agreement is guarantee that for its duration, there will be neither strikes nor lockouts and that all complaints, grievances or disputes arising under its provisions will be settled pursuant to its grievance procedure. In the event that any employee violates this article, the Union shall immediately notify any such employee in writing to cease and desist from such action, and shall instruct them to immediately return to their normal duties.

### **ARTICLE 32 – WARRANTY OF AUTHORITY**

- 32.1 The officials executing the Agreement in behalf of the County, and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind, and collectively bargain in behalf of the organization which they represent.

### **ARTICLE 33 – SAVINGS CLAUSE**

- 33.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such as invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provision affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 34 – EFFECTIVE DATE AND DURATION**

This Agreement is effective upon execution, and shall remain in full force and effect through June 30, 2013. Either party may give written notice to the other on or before December 31, 2012, of their desire to renew this Agreement or to negotiate a new Agreement. In the absence of such notice, this Agreement shall not automatically renew and shall terminate as of its expiration date, June 30, 2013.

Dated this 3 day of August, 2011

WASHINGTON COUNTY, OREGON

TEAMSTERS LOCAL UNION NO. 223

By: Cindy Onda

By: Clayton D. Berry

APPROVED WASHINGTON COUNTY  
BOARD OF COMMISSIONERS

APPROVED AS TO FORM

Minute Order #: 11-126

By: David R. Hartman  
County Counsel for  
Washington County, Oregon

Date: 5-24-11

By: Barbara Hejmanek  
Clerk of the Board

**SCHEDULE "A"**

Effective the first full pay period in July 2011:

Insert new wage rates.

<b>Class</b>	<b>Teamster Local #223 Effective 7/9/11 Title</b>	<b>Range</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>
457	Assistant Traffic & Signal Lighting Technician	R207	19.97	20.93	21.93	23.01	24.16
425	Auto Body Technician	R209	21.75	22.81	23.93	25.08	26.3
421	Auto Mechanic I	R206	19.77	20.73	21.75	22.81	23.93
422	Auto Mechanic II	R209	21.75	22.81	23.93	25.08	26.3
406	Bridge Maintenance Worker I	R203	18.16	19.05	19.97	20.93	21.93
407	Bridge Maintenance Worker II	R207	19.97	20.93	21.93	23.01	24.16
408	Bridge Maintenance Worker III	R210	21.93	23.01	24.16	25.35	26.55
301	Engineering Aide	R201	17.52	18.36	19.22	20.13	21.13
302	Engineering Technician I	R205	20.13	21.13	22.17	23.25	24.37
303	Engineering Technician II	R211	23.25	24.37	25.59	26.82	28.15
304	Engineering Technician III	R213	25.19	26.83	28.15	29.49	30.96
423	Equipment Mechanic I	R206	19.77	20.73	21.75	22.81	23.93
424	Equipment Mechanic II	R209	21.75	22.81	23.93	25.08	26.3
420	Equipment Service Worker	R204	18.86	19.77	20.73	21.75	22.81
419	Fleet Services Coordinator	R212	22.81	23.93	25.08	26.3	27.61
404	Heavy Equipment Operator	R210	21.93	23.01	24.16	25.35	26.55
320	Inspection Technician I	R205	20.13	21.13	22.17	23.25	24.37
321	Inspection Technician II	R211	23.25	24.37	25.59	26.82	28.15

322	Inspection Technician III	R213	25.19	26.83	28.15	29.49	30.96
402	Light Equipment Operator	R203	18.16	19.05	19.97	20.93	21.93
417	Mechanic, Senior	R212	22.81	23.93	25.08	26.3	27.61
403	Medium Equipment Operator	R207	19.97	20.93	21.93	23.01	24.16
418	Shop Aide	R200	16.36	17.15	17.98	18.86	19.76
400	Shop Attendant	R214	10.31	11.36			
429	Stores Clerk	R204	18.86	19.77	20.73	21.75	22.81
430	Stores Clerk, Senior	R215	20.19	20.75	21.78	22.83	23.97
311	Survey Technician I	R205	20.13	21.13	22.17	23.25	24.37
312	Survey Technician II	R211	23.25	24.37	25.59	26.82	28.15
313	Survey Technician III	R213	25.19	26.83	28.15	29.49	30.96
442	Traffic and Signal Lighting Technician	R216	23.65	24.84	26.07	27.34	28.73
440	Traffic Maintenance Worker I	R203	18.16	19.05	19.97	20.93	21.93
441	Traffic Maintenance Worker II	R207	19.97	20.93	21.93	23.01	24.16
401	Utility Worker	R202	17.33	18.16	19.05	19.97	20.93

## **SCHEDULE "B"**

Effective the first full pay period in July 2012, the Union waives the 2.5% minimum cost of living adjustment. Straight time hourly rates of pay will be adjusted by a percentage equal to the percentage change in the CPI-W, West Coast, annual index maximum 4.5%. (Note: If the CPI under the foregoing formula is negative, there shall be no downward adjustment)

**SCHEDULE "C"**

**PROTECTIVE CLOTHING**

	<u>Coveralls*</u>	<u>Rain Gear</u>	<u>Rubber Boots</u>
<u>(Knee)</u>			
Traffic Maintenance Worker 2	X	X	X
Traffic Maintenance Worker 1	X	X	X
Utility Worker	X	X	X
Engineering Aide	X	X	X
Engineering, Survey, Inspection Tech. 1	X	X	X
Engineering, Survey, Inspection Tech. 2	X	X	X
Engineering, Survey, Technician 3	X	X	X
Light Equipment Operator	X	X	X
Medium Equipment Operator	X	X	X
Heavy Equipment Operator	X	X	X
Bridge Maintenance Worker 1	X	X	X
Bridge Maintenance Worker 2	X	X	X
Stores Clerk (Operations)	X	X	X
Stores Clerk (Fleet)***			
Senior Stores Clerk***			
Equipment Service Worker**		X	X
Auto Body Technician**			
Auto, Equipment Mechanic 1**		X X	
Auto, Equipment Mechanic 2**		X X	
Fleet Services Coordinator***	Standby		
Shop Aide (Operations)	X	X	X
Shop Aide (Fleet)**		X	X
Shop Attendant***			

Shop employees who require prescription glasses to perform their normal duties will receive a prescription safety glass reimbursement of up to \$100 per year upon presentation of a current receipt for the purchase of prescription safety glasses.

\* One (1) pair of coveralls to be laundered by the employee. Coveralls will be provided and laundered by the County with the supervisor's approval when specialized protection is needed.

\*\* These employees will be provided one (1) clean pair of coveralls per day.

\*\*\* These employee will be provided one (1) clean shirt per day.