

**WASHINGTON COUNTY**

**and**

**TEAMSTERS LOCAL #223**

**COLLECTIVE BARGAINING AGREEMENT**

**2022 – 2026**

# TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 – DEFINITIONS.....	1
ARTICLE 2 – RECOGNITION .....	2
ARTICLE 3 – SCOPE OF AGREEMENT .....	3
ARTICLE 4 – MANAGEMENT RIGHTS .....	3
ARTICLE 5 – DUES DEDUCTION.....	4
ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY.....	4
ARTICLE 7 – HOURS OF WORK.....	5
ARTICLE 8 – WAGES .....	8
ARTICLE 9 – OVERTIME.....	11
ARTICLE 10 – CURTAILMENT OF NORMAL OPERATIONS.....	16
ARTICLE 11 – HIGHER CLASSIFICATION WORK.....	16
ARTICLE 12 – SENIORITY.....	18
ARTICLE 13 – PAID HOLIDAYS.....	21
ARTICLE 14 – VACATION LEAVE.....	22
ARTICLE 15 – SICK LEAVE .....	23
ARTICLE 16 – OTHER LEAVES .....	24
ARTICLE 17 – WORKERS’ COMPENSATION .....	26
ARTICLE 18 – PHYSICAL EXAM .....	28
ARTICLE 19 – HEALTH INSURANCE.....	28
ARTICLE 20 – RETIREMENT .....	30
ARTICLE 21 – TOOLS.....	30
ARTICLE 22 – PROTECTIVE CLOTHING.....	31

ARTICLE 23 – SAFETY .....32

ARTICLE 24 – LEARNING PLAN AND PERFORMANCE ASSESSMENT .....32

ARTICLE 25 – UNION BUSINESS .....33

ARTICLE 26 – DISCIPLINE AND DISCHARGE .....36

ARTICLE 27 – PERSONNEL FILE .....37

ARTICLE 28 – GRIEVANCE PROCEDURE.....37

ARTICLE 29 – SPECIAL CONFERENCES .....39

ARTICLE 30 – STRIKES AND LOCKOUTS BARRED .....39

ARTICLE 31 – WARRANTY OF AUTHORITY .....40

ARTICLE 32 – SAVINGS CLAUSE.....40

ARTICLE 33 – EFFECTIVE DATE AND DURATION .....40

SCHEDULE “A” .....41

SCHEDULE “B” .....43

Memorandum of Understanding Between Washington County And Teamsters Local #223 .....45

Memorandum of Understanding Road Maintenance Worker Classifications .....48

## **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 1.1.
- 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 8.11.
- 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 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.
- 2.3 Prior to adoption by the Human Resources Manager, the County will notify the Union of proposed new or amended classifications within departments represented by the Union 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’s Human Resources Manager may proceed with adopting the proposed new or amended classification. Once the classification at issue is adopted, either or both of the parties may 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.
- 2.4 Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.
- 2.5 The County will notify the Union of all new hires in the bargaining unit within two (2) weeks of hire, providing the employee’s name, hire date, job classification, phone number and address. The County will permit a Union representative to meet with new hires for no more than thirty (30) minutes within their first two (2) weeks of hire, at a time to be arranged with the County.
- 2.6 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 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 – DUES DEDUCTION**

- 5.1 The County agrees to honor and abide by the terms of any authorization agreement between the Union and the bargaining unit member regarding deductions for dues, fees, assessments or other authorized deductions to the Union and its affiliated organizations and entities. The Union shall certify to the County in writing the category and amount of money for each category to be deducted. The County will deduct the authorized monies per the County's procedures within each and every month and remit the same to the Union within ten (10) calendar days after the deduction is made. The County will provide the Union with an itemized statement at no cost to the Union.
- 5.2 The Union will provide authorization forms for the County to distribute to employees upon request. The Union will have opportunity during new employee orientation meeting to provide employees with authorization forms. In the event a bargaining unit member has questions about the authorization agreement, the County will advise that member that the authorization reflects an individual agreement between that member and the Union and direct that member to the Union to have those questions addressed.
- 5.3 The Union will hold and retain a copy of the original authorization agreement and will provide a copy to the County. The County will retain a copy of the authorization agreement in its files. Deductions shall begin the first full pay period following receipt of the written, signed authorization agreement by the County. The authorization shall remain in effect until and unless an employee revokes the authorization in the manner set forth in the authorization agreement.
- 5.4 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 any County action taken it to the provisions of this Section. The Union and the County each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

## **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, sexual orientation, gender identity, 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 – HOURS OF WORK

### 7.1 Regular.

The regular hours of work each day shall be consecutive except for interruptions for lunch period and emergencies.

### 7.2 Work Week.

The work week shall be from 12:01 a.m. Saturday through midnight Friday night.

7.2.1 Work Schedule. The work schedule for employees shall consist of five (5) consecutive eight (8) hour shifts, or four (4) ten (10) hour shifts in the case of 4-10 scheduling, exclusive of uninterrupted lunch periods, Monday through Friday.

The parties agree that a 9-80 work schedule will be established for particular job classification(s) upon written mutual agreement between the County and the Union. The parties understand that this mutual agreement will require that the County payroll system can support it.

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 written notice shall be given to the Union and employees affected, minimum seven (7) calendar days, or it is otherwise mutually agreed between the employee and their supervisor;
- c. Assignment will be on the basis of volunteers first, qualification and inverse order of bargaining unit seniority thereafter.

### 7.3 Work Day.

7.3.1 The following start time windows are established for all shifts:

- First (Day) Shift: 4:00 a.m. to 12:00 noon
- Second (Swing) Shift: 12:00 noon to 8:00 p.m.
- Third (Grave) Shift: 8:00 p.m. to 4:00 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.

7.3.2 The parties acknowledge that employees typically work alternate shifts for short periods of time in response to emergency or other temporary conditions, and therefore are working outside of their regular schedule. Given that

employees often must adjust to a schedule that is different from their regular schedule, the parties agree to the following shift differentials. 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 \$1.50 per hour worked. Employees who work a regular or temporary shift commencing between 8:00 p.m. and 4:00 a.m. will be paid a shift differential of \$2.00 per hour worked. Employees assigned to such shift will be paid holiday, vacation, compensatory time, and sick leave pay based on their hourly rate, inclusive of shift differential, in effect at the time the holiday, vacation, compensatory time, 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.

#### 7.4 Work Schedules

- 7.4.1 Except as provided below, work schedules for a work shift shall not be changed unless the employee is provided with seven (7) days advance written notice, or it is otherwise mutually agreed between the employee and his/her supervisor.
- 7.4.2 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 he/she last worked. 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 four (4) 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 9) shall apply to hours outside the established work day which is established by the temporarily rescheduled shift. The provisions of this section do not apply to an employee's return to his/her regular shift from a temporarily rescheduled shift.
- 7.4.3 Preference in shift assignment shall be determined by bid on a bargaining unit 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 bargaining unit 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.

#### 7.5 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.

#### 7.6 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 a combined total of 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.

#### 7.7 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.

#### 7.8 4-10 Plan.

The County may affect 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.

#### 7.9 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. For example, upon mutual agreement, the County may allow an employee to work more than the number of hours in their regular shift without payment of overtime, provided that the employee will be required to take an equal number of hours off during the same work week so that the total number of hours worked in the work week does not exceed forty (40).

7.10 Return to Regular Shift.

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 (except for standby pay), 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.

- 7.11 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 complementary to the employee's current position or neutral in both appearance and practice.

## **ARTICLE 8 – WAGES**

Administration of Salary Schedules; the following rules shall govern the use of the salary ranges set forth in Schedule A which is made a part hereof.

8.1 Rates of Pay.

Each employee shall be paid at one of the steps of the range prescribed for the classification.

Effective the first full pay period following ratification, the salary ranges listed in Schedule A reflect a cost-of-living adjustment of 4.5%, and a market adjustment of 1%.

Effective the first full pay period following July 1, 2023, the salary ranges listed in Schedule A will be adjusted to reflect a cost-of-living adjustment equal to the All US CPI-W West Coast (Annual Average) for 2022, minimum 0%, maximum 4.5%, and a market adjustment of 1%.

Effective the first full pay period following July 1, 2024, the salary ranges listed in Schedule A will be adjusted to reflect a cost-of-living adjustment equal to the All US CPI-W West Coast (Annual Average) for 2023, minimum 0%, maximum 4.5%, and a market adjustment of 1.5%.

Effective the first full pay period following July 1, 2025, the salary ranges listed in Schedule A will be adjusted to reflect a cost-of-living adjustment equal to the All US CPI-W West Coast (Annual Average) for 2024, minimum 0%, maximum 4.5%, and a market adjustment of 1.5%.

Market Adjustments:

Effective the first full pay period following ratification of the 2022-2026 Agreement, certain salary ranges listed in Schedule A will be adjusted as follows:

- Market Adjustment.  
Fleet Assistant – 10%  
Senior Stores Clerk – 4.5%

8.2 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.

8.3 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.

8.4 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.

8.5 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. Following a promotion, an employee shall serve an additional twenty-six (26) qualified payroll periods of Career Probation in the new classification. Should the employee not successfully complete the career probationary period, the employee shall return to the former position and shall retain the same anniversary date.

8.6 Demotions.

A demotion is defined as (1) an appointment to a position in a classification which has a lower maximum salary rate than the employee's present classification; or (2) a reduction in the rate of pay to a lower step in the employee's current pay range. When a class

demotion occurs, the Appointing Authority 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 either a class demotion or a salary demotion, the employee shall retain the same anniversary date.<sup>1</sup>

8.7 Transfers.

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

8.7.2 Classification Transfer. When an employee is appointed to a position in a different classification which has the same pay range, the employee's pay will remain the same. The employee shall 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 return to the former position and shall retain the same anniversary date.

8.8 Filling Positions.

After applying the language of Section 12.3.1 for transfer within the same classification, the County may post available positions both internally and externally. Positions (whether a promotion or transfer) 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 and transfers shall not be subject to the provisions of the grievance procedure contained herein nor to negotiation.

8.9 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.

8.10 Payment of Salary.

8.10.1 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.

8.10.2 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.

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

8.11 Rate of Pay on Appointment from Recall List.

When an individual is appointed from a Recall 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

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<sup>1</sup> Employees who have been "Y" rated as a result of a demotion in lieu of layoff as of June 30, 2013, shall retain their existing "Y" rating.

begin to accrue benefits and status toward merit increases as if there had been no break in service.

8.12 Demotion or Transfer 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 bargaining unit 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 9 – OVERTIME**

For the purposes of Article 9, the following definitions will apply:

Base Rate. Equal to rate paid to an employee for regular hours worked, including any on-going percentage of salary added.

FLSA Regular Rate. Equal to the total amount earned in the work week (including any applicable premium compensation) and dividing by the total number of hours worked during the work week.

Total Hours Worked. includes all hours worked plus any paid leave including compensatory time used, vacation leave, sick leave, bereavement leave, jury duty, floating holiday, holiday pay for time not worked (holiday leave), and any other paid leave.

Crew. A group of workers assigned to a particular project or task.

9.1 Overtime.

9.1.1 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 FLSA 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 9.8 of this Article 9.

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

9.2 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 one and one-half (1½) the employee's FLSA regular rate of pay for all work performed on the sixth (6th) and/or seventh (7th) day of their regular weekly work schedule.

9.3 Scheduling.

Except as follows, any employee may decline offered overtime work. 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. Any employee who is not on authorized leave who fails to report for overtime work when directed during an emergency or when the County cannot find a sufficient number of employees willing to perform the overtime may be subject to discipline.

During a declared emergency following a catastrophic event, an employee may check on their family prior to reporting to work, provided however that even in that circumstance the employee is expected to report to the designated work location within sixty (60) minutes, if possible.

#### 9.4 Distribution of Overtime (Scheduled or Unscheduled).

9.4.1 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 a straight-time basis refuse the work or do not respond, the overtime will first be offered to qualified crew members on the crew doing the work on a straight-time basis.

If all qualified employee(s) on the crew 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 the Call-out List.

#### 9.5 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 (LUT Operations) or other overtime distribution methodology 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).

#### 9.6 Call-back.

An employee who 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 is considered to be on Call-back duty. An employee on Call-back duty will be provided with a minimum of three (3) 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), plus one (1) additional hour of pay to reflect travel time. The foregoing "travel pay" is included in the foregoing three (3) hour minimum.

#### 9.7 Comp Time.

Employees may, within the limits provided herein, elect compensatory time off in lieu of payment for any overtime hours worked or hours worked in Call Back duty. 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 eighty (80) 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.

Effective in the first fiscal year in which non-represented hourly employees (including hourly supervisors) are subject to a compensatory time policy which allows for the same or less compensatory time accumulation as the following paragraph, the following will replace the foregoing paragraph:

Employees may, within the limits provided herein, elect compensatory time off in lieu of payment for any overtime hours worked or hours worked in Call Back duty. 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 per calendar year. When the maximum accumulation of compensatory time is reached, all subsequent overtime shall be paid at the overtime rate. Compensatory time off will be scheduled by prior mutual agreement between the employee and his/her supervisor. The County reserves the right to cash out an employee's comp leave bank in the event the employee is promoted. All comp leave banks as of December 31 of each year will be cashed out in the last pay period of the applicable calendar year, which is paid in January.

#### 9.8 Call-out List (LUT Operations).

- 9.8.1 The Call-out list consists of employees who have indicated a willingness to accept overtime assignments and have signed up to be on the Call-out list.
- 9.8.2 The Call-out list does not guarantee overtime work.
- 9.8.3 In proceeding down the Call-out list, the supervisor will not be required to offer the overtime to any employee who is not qualified to perform the work, as determined by the County, or who cannot report to work within sixty (60) minutes of notification. Employees on light-duty or with other documented work restrictions will not be eligible for call-out unless their restrictions allow them to perform every duty for which they may be called out. Any such employees deemed to be ineligible for call-out will maintain their position on the Call-out list until the restriction is removed or modified to allow them to return to the Call-out list.
- 9.8.4 If an employee on the Call-out list is called and does not immediately answer, they will have forfeited their right to the overtime assignment. If the phone is equipped with voice mail, the supervisor will leave a message for the employee including the reason for and time of the call, and a contact phone number. If the called employee responds back to the supervisor and the assignment has not been filled, they have the right to accept the assignment.
- 9.8.5 If an employee on the Call-out list fails to respond or cannot be reached, the employee's name will drop to the bottom of the Call-out list. If the employee contacts the supervisor within ten minutes of the initial call-out, the employee will be considered to have responded to the call-out even if the assignment was made to another employee and they will not rotate to the bottom of the list.

- 9.8.6 If the County is unable to fill an overtime assignment from the Call-out list within a reasonable period, as determined by the County, it may assign the overtime to any willing and qualified employee in the bargaining unit. If the County is unable to fill the assignment with a willing employee, it shall assign an employee in the required classification in reverse order of seniority.
- 9.8.7 The Call-out list will be reviewed daily and updated as needed. The Call-out list will be accessible to members of the bargaining unit.
- 9.8.8 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.

9.9 Stand-by.

Stand-by duty is to cover unexpected work needs that arise when employees are not scheduled to work. Stand-by duty will be assigned on a rotational basis from list of employees who have indicated a willingness to be on Stand-by duty. Employees on Stand-by are required to respond as directed within 30-minutes of notification. The rate of pay for being on Stand-by duty shall be one (1) hour at the employee's base rate of pay for each eight (8) continuous hours of Stand-by duty. Stand-by pay will be prorated for portions of Stand-by time less than eight (8) continuous hours.

The County may offer employees on Stand-by the option to drive home a County vehicle. It will be up to the employee if they want a take home vehicle for their stand-by assignment. If the employee chooses to utilize the take home vehicle they will be responsible for picking up or returning the vehicle on their own time if their assignment starts or ends at a time when they are not scheduled to work. Any vehicle authorized for take home is limited to short term use, and, in line with Fleet Policies as posted on Horizons, an authorization must be filed with Fleet Services.

Employees responding to a call-out will be compensated in accordance with Article 9.4 (Distribution of Overtime). Employees who decline a Stand-by assignment or who complete the assignment will rotate to the bottom of the Stand-by list. In LUT Operations, if an employee on Stand-by fails to respond to the supervisor's call or cannot be reached, the employee will be placed in coaching status for one year, and they will not be eligible for the Stand-by pay for the stand-by they were on at the time, to reflect that they were not actually available on stand-by. If an employee on Stand-by fails to respond to the supervisor's call or cannot be reached while in coaching status, the employee's name will be removed from the Stand-by list for six (6) months, and they will not be eligible for the Stand-by pay for the stand-by they were on at the time, to reflect that they were not actually available on Stand-by. If the employee contacts the supervisor within ten (10) minutes of the initial call, the employee will be considered to have responded. See Also MOU re LUT Operations Stand-by, attached hereto.

An employee who is unable to perform the full scope of the required duties due to modified duty or other documented work-related restriction will not be eligible for the assignment and will not rotate to the bottom of the Stand-by list.

Notification of the opportunity for a Stand-by assignment will be made as soon as possible. Stand-by assignments will be for a duration of seven (7) days, commencing on Monday at the start of the employee's shift and ending on the following Monday at the start of their shift. Time spent working a regular shift will not be considered Stand-by time.

The County shall have the right to assign Stand-by duty in the event there are not enough volunteers. Such assignment will be rotated among qualified employees, starting with the least senior qualified employee(s). Fleet and ETS shall follow the order of their annual rotating list.

If an employee commits to a stand-by assignment and the County cancels that stand-by assignment for any reason, the County will pay the employee the remaining stand-by base pay hours of the stand-by assignment.

9.10 Stand-by Assignments of a Short Duration (LUT Operations).

Short-duration Stand-by assignments will be made using the Stand-by list. A short duration Stand-by assignment is when the County assigns additional staff to be on “Stand-by” status to supplement the original Stand-by team for a given week. If the short duration Stand-by assignment cannot be filled using the Stand-by list, the County will use the Call-out list. If the Call-out list is exhausted, the County will ask for volunteers of qualified employees. If more qualified employees volunteer than are needed, the senior employee will be assigned. Employees who turn down a short duration Stand-by assignment will keep their place on the Stand-by list and not be penalized.

If an employee commits to a stand-by assignment and the County cancels that stand-by assignment for any reason, the County will pay the employee the remaining stand-by base pay hours of the stand-by assignment.

9.11 Scheduled Overtime.

Overtime that is scheduled in advance and is not a continuation of a project and subject to the provisions of Article 9.4.1 will be made on a rotational basis from a list (Scheduled Overtime list) of employees who indicate a willingness to accept a scheduled overtime assignment. Employees who decline a scheduled overtime assignment they are qualified to accept, or who complete a scheduled overtime assignment, regardless of duration, will rotate to the bottom of the scheduled overtime list.

An employee who is not qualified, as determined by the County, or who is unable to perform the full scope of the required duties due to a modified duty or other documented work restriction will not be eligible for a scheduled overtime assignment and will not rotate to the bottom of the list.

Notification of the opportunity for a scheduled overtime assignment will be made as soon as possible, but no less than 72-hours in advance of the assignment. Overtime assignments with less than 72-hours’ notice will be made using the Call-out list.

9.12 Ineligibility for Overtime.

Employees who are suspended without pay will not be eligible for scheduled or unscheduled overtime during the period of their suspension, except in an emergency. During the period of suspension, while the employee is not eligible for overtime, s/he shall maintain their position on any lists described in Sections 9.8, 9.9 or 9.11.

9.13 Safety Release.

Employees who are on a seven-day stand-by assignment, and who actually work sixteen or more hours in a twenty-four-hour work day shall be provided at least eight hours of safety release time before beginning their next regularly scheduled shift. Time spent on stand-by but not working will not count.

- A. Notification Requirement. The employee shall advise a supervisor as soon possible after he/she reaches twelve (12) hours of work and reasonably believes their work time could reach sixteen (16) hours and no later than one hour before reaching the sixteen-hour threshold.
- B. Safety Release Activated. Once an employee has worked sixteen (16) or more hours in a continuous twenty-four (24) hour period:
  - a. The employee shall be released by a supervisor as soon as feasible.
  - b. The employee shall not be required to report to their next regularly scheduled shift if that shift will commence eight (8) or fewer hours from the time they leave work. Additionally, the employee shall be given administrative leave for all unworked portions of that shift.

**ARTICLE 10 – CURTAILMENT OF NORMAL OPERATIONS**

10.1

- 10.1.1 When events occur caused by reasons beyond the control of the County such as fire, power failure, storms, hazardous conditions under OSHA’s heat or air quality index, or other uncontrollable natural forces, 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. If the County determines that work cannot be performed after the end of the shift, employees may be notified at home.
  - b. If an employee reports to work and no work is available (available work may include reassignment to other work, including training or remote work), the employee will be paid for the remainder of the scheduled work shift at their regular rate of pay. If the decision is made while the employee is in transit, as verified by the employee’s supervisor, the employee will be considered to have “reported to work” under this Section 10.1.1(b).
- 10.1.2 When this provision is in effect, employees shall continue to accrue benefits.
- 10.1.3 This Article does not apply to overtime work.

**ARTICLE 11 – HIGHER CLASSIFICATION WORK**

- 11.1 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 classified, the employee shall be paid for such work at the rate of five (5) percent above the employee’s current base rate.
- Once an RMW I or RMW II receives their CDL and is qualified to use RMW II or Senior RMW equipment, they will be eligible for HCP assignments with those pieces of

equipment. Higher class pay will comply with the minimum requirements established in this section but the pay will be commensurate with the position they are working instead of a flat percentage. HCP assignments are not guaranteed and the assignment of work will be at the discretion of management in accordance with other related articles of this Agreement.

11.2 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.

11.3 Premium Pay.

11.3.1 Employees assigned at the discretion of the County as lead workers shall receive an additional seven percent (7%) of their base rate of pay, minimum \$.75 per work hour premium for lead Road Maintenance Worker I, minimum \$1.00 per work hour premium for lead Road Maintenance Worker II and Senior Road Maintenance Worker. Lead workers will:

- Take an active role in advancing the goals and policies of the County;
- Advise supervisors on issues of employee performance and compliance with County rules and policies;
- Take action to eliminate behavior which is not consistent with County rules and policies;
- Effectively train new, or newly assigned, employees on the requirements and expectations of the job.

At no time will a lead worker be expected to discipline or provide a written evaluation of other bargaining unit employees.

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

11.3.3 Employees in the Road Maintenance Worker I and Road Maintenance Worker II classifications that have attained and maintain a level 5 proficiency certification on all primary equipment (as described in the Department's Equipment List), including dump trucks with snow plows, sanders and anti-icing units for the RMW II classification will be eligible for a \$1.00 per work hour premium. Qualifying employees must also maintain an acceptable, as determined by the County, performance and safety record. The provisions of Article 11.1 will apply for higher classification assignments.

For new pieces of equipment added to the Operations Division's primary equipment inventory employees shall have 6-months to attain a level 5 proficiency certification to continue the premium pay.

The total number of employees paid this premium will be limited to no more than 10 (ten) at any time. If there are more than 10 (ten) eligible employees, the selections will be made utilizing the procedure outlined in "Promotional Policy" (Section 8.5). Employees paid this premium shall not be displaced due to seniority.

11.4 Productivity and Training Program.

- 11.4.1 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.
- 11.4.2 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 may be provided for the development of employees to qualify for advancement and promotion. Training programs may include new techniques, equipment and procedures related to their functions and may involve both on-the-job study and training.
- 11.4.3 County sponsored training seminars and classes pertaining to work performed by employees in the bargaining unit shall be posted on the employee bulletin board.
- 11.4.4 CDL Training Programs. The County may provide employees with external training to achieve their Commercial Driver's License (CDL). Employees who participate in the training program will be expected to remain employed by the County for four years following such training; if an employee leaves before then they will be required to repay the County 25% of the cost of the training program for each year they remain employed that is shorter than four years.
- This repayment requirement will apply only to employees who begin the program after ratification of the 2022 collective bargaining agreement, to employees who voluntarily terminate their employment with the County, are discharged for cause, or retire. It will not apply to employees who are laid off for lack of work or for medical reasons, or retire due to medical reasons.

## ARTICLE 12 – SENIORITY

### 12.1 Determination.

Seniority shall be determined by the length of an employee's continuous service within the bargaining unit covered by this agreement. The parties have agreed to the seniority list as of July 1, 2019. Thereafter, when two or more employees are hired into the bargaining unit on the same day, seniority will be determined by overall rank position on the hiring eligibility list.

### 12.2 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:

- 12.2.1 Within an affected job classification, a selection of employees retained will be in accordance with bargaining unit seniority, so long as the senior employees

possess similar qualifications, aptitude, and ability to perform the work of the employees laid off. If a question arises as to an employee's qualification, aptitude, or ability, the employee shall have an opportunity to demonstrate their ability to the County within the 30-day notice period.

Written notice of a pending layoff will be given to any affected employees at least thirty (30) days prior to the effective date of the layoff.

- 12.2.2 An employee displaced from his/her job by reason of layoff shall be entitled to displace ('bump') the least senior employee in the same classification series or a related classification in the bargaining unit (as defined in Section 12.2.3, below). To exercise a bump, the displacing employee must have greater seniority and possess 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.
- 12.2.3 Employees may bump into a bargaining unit position that they previously held, so long as they meet the minimum qualifications for the position. Otherwise, bumping shall be permitted only within the following classification groups:
- a. Engineering Technician series;
  - b. Survey Technician series;
  - c. Road Maintenance Worker series;
  - d. Senior Traffic Signal and Lighting Technician, Traffic Signal and Lighting Technician, and Assistant Traffic Signal and Lighting Technician;
  - e. Light Duty Technician, Equipment Service Worker;
  - f. Heavy Duty Technician, Equipment Service Worker; and
  - g. Senior Stores Clerk (Fleet), Stores Clerk (Fleet), and Fleet Assistant.
- 12.2.4 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.
- 12.2.5 The Appointing Authority shall make the determinations of qualifications, aptitude and ability. If the Union considers the Appointing Authority's determinations to have been arbitrary or in bad faith, it may have the determination reviewed through the grievance procedure beginning at Step 2.
- 12.2.6 Any career employee who is about to be laid off may file a written request with the Appointing Authority requesting a demotion in lieu of layoff. The Appointing Authority shall grant this request in any bargaining unit classification in which a vacancy exists and where, following the standard orientation for the position, the employee qualifies for work involved in the position. An employee accepting a demotion in lieu of layoff will retain their recall rights in accordance with Section 12.2.7. The individual electing to take

demotion shall be placed within the wage range of the lower classification which is closest to but not greater than the employee's wage prior to the demotion. The employee shall retain the same anniversary date.

12.2.7 Recall of employees within each classification shall be in the reverse order of layoff from the classification. Laid off employees may remain on the Recall list for a maximum of eighteen (18) months from the date of layoff or demotion in lieu of layoff.

12.2.8 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.

### 12.3 Assignments.

12.3.1 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 Section 8.8 above. 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.

12.3.2 When equipment is temporarily out of service (two weeks 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.

12.3.3 The requirements of this section (12.3) shall not apply during an emergency and are subject to the needs of the Department.

### 12.4 Termination of Seniority

12.4.1 Seniority shall be terminated when an employee:

- a. resigns or retires from County employment; 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.
- 12.4.2 Seniority shall not be terminated in instances where employees are on parental leave or active military duty.

**ARTICLE 13 – PAID HOLIDAYS**

13.1 Holidays.

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

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Floating Holiday
Independence Day	

13.1.2 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.

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

13.1.4 The floating holiday, as provided in Article 13.1.1, shall not be accumulated and must be used within the calendar year in which it is provided. Failure to use a floating holiday within any calendar year shall result in loss of that holiday. An employee terminating County employment shall either use the 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 floating holiday shall not be unreasonably denied.

13.2 Holiday Pay.

If a holiday should fall on an employee’s scheduled day off on an alternative schedule, the holiday will be observed on the nearest contiguous workday. 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 of this period, whether during 4-10 scheduling or not, will be compensated on the basis of ten (10) hours’ pay for the holiday, with eight (8) hours of holiday pay by the County. To make up the remaining two (2) hours, the employee shall use available accrued compensatory or vacation time.

13.3 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 (1½) his/her base rate of pay. In lieu of payment, an employee may elect to

receive compensatory time equal to one and one-half (1½) hours for every hour worked on a holiday. Such compensatory time off shall be scheduled by mutual agreement between the employees and the County.

13.4 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.

13.5 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 14 – VACATION LEAVE**

14.1 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

14.2 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.

14.3 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.

14.4 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.

- 14.5 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.
- 14.6 Donations of accrued vacation leave will be taxed as follows:
- 14.6.1 For medical emergencies (defined as a “serious health condition” of the employee or their qualified family member under the Family and Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA)), there will be no tax liability for the employee donating the leave. The person receiving the leave will be taxed accordingly when the donated leave is used.
- 14.6.2 For reasons other than medical emergencies, the value of the donated vacation leave will be considered wages for employment tax purposes to the employee donating the vacation hours. The donated leave will be liquidated at the base hourly rate of the donating employee and paid to the person to whom the donor is donating the leave. The donating employee will be subject to any required withholdings and tax obligations related to the value of the donated hours. The value of the donated hours is not subject to PERS as salary and wages for the donating employee. The employee receiving the payment will not be treated as the recipient of wages and will not be subject to any withholdings or employment tax related to the payment. The value of the donated hours is subject to PERS as salary and wages for the person receiving the value of the donated vacation hours.
- 14.7. Future Improvements.
- If the County improves Vacation Leave accruals, and/or increases the cap on Vacation accruals, for non-represented hourly employees, bargaining unit employees will receive the same improvements.

## **ARTICLE 15 – SICK LEAVE**

- 15.1 Accrual.
- Employees shall accumulate sick leave at the rate of .0462 hours for each hour paid. The maximum accrual of sick leave for any employee shall be ninety-six (96) hours per calendar year. Any unused sick leave may be carried over and used in the following calendar year. Sick leave may be accrued without limit.
- 15.2 Use of Sick Leave.
- 15.2.1 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 for any reason covered by applicable laws and statutes governing the use of sick leave, shall utilize his/her accrued sick leave to the extent allowed by law.

- 15.2.2 The employee may be required to provide verification of a health care provider, or other satisfactory evidence of the need to use sick leave in accordance with County policy.
- 15.2.3 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. The employee shall notify the department head as soon as the health care provider releases the employee to return to work.
- 15.2.4 As used in this article, “immediate family” means his/her spouse, spousal equivalent (including domestic partners), or their parents, step-parents, adoptive parents, foster parents, parents-in-law, parents of spousal equivalent, biological or adopted children, step-children, foster children, legal ward, sister, brother, grandparents, grandchildren, whether or not residing with the employee, brother-in-law, sister-in-law, son-in-law, daughter-in-law, any individual with whom an employee has or had an in loco parentis relationship, and other close relatives who reside in the employee’s household.
- 15.2.5 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 provide verification from a health care provider or other satisfactory evidence of the need to use sick leave 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 15.
- 15.2.6 The parties agree to comply with state or federal family leave laws and County policies.

**ARTICLE 16 – OTHER LEAVES**

16.1 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.

16.2 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 the mid-point of their regular shift, he/she shall report for work.

16.3 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.

16.4 Military, Alternative Service and Peace Corps Leaves.

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

16.5 Authorized Travel, Training and Conference Attendance.

Food, lodging and travel expenses, or any of them, shall be paid by the County according to an 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.

16.6 Convenience Time.

16.6.1 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 provided that the County does not incur any overtime costs as a result of the employee making up any lost time. 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 reasonably 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.

16.6.2 The Union and the Employee hereby acknowledge that employees who utilize convenience time waive any overtime compensation required under this labor agreement when the employee works outside of their regular shift.

16.7 Bereavement Leave.

16.7.1 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.

16.7.2 For the purposes of bereavement leave, immediate family shall be defined as an employee's spouse or spousal equivalent, 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.

- 16.7.3 An employee qualified for leave under the Oregon Family Leave Act (OFLA) will be allowed up to two (2) weeks of unpaid bereavement leave for the death of a family member qualified under OFLA. The two weeks of bereavement leave is inclusive of any bereavement leave taken under this section and must be completed within sixty (60) calendar days from the date the employee was notified of the death of the family member. OFLA bereavement leave is to be taken in one continuous block of time. Accrued sick leave may be used as required by law.
- 16.7.4 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 17 – WORKERS’ COMPENSATION**

### 17.1 Coverage.

Employees are insured under the provisions of Oregon law for injuries or illnesses that arise out of and occur in the course and scope of their work for Washington County. Employees who file a claim for compensation due to an injury or illness arising out of and occurring in the course and scope of their work for Washington County shall be provided all benefits and rights in accordance with Oregon law. For purposes of this section the term “injury” shall include “illness.”

### 17.2 Pay Continuation.

If an employee who has an accepted or pending claim for workers compensation and is unable to work due to the injury and has provided his/her supervisor with written authorization to be off work from his/her treating physician, the employee will continue to receive the same wage that the employee received at the time of injury based upon the employee's regular working schedule, exclusive of overtime. Such payment shall be deemed timely payment of temporary total disability payments pursuant to Oregon law.

This compensation will commence after the required three (3) day waiting period has been met and shall continue for 180 consecutive calendar days from the date upon which payments commence or until the employee has returned to regular or modified work pursuant to written authorization from the employee's treating physician.

If the employee continues to be unable to work beyond 180 consecutive calendar days from the date upon which payments commence as authorized in writing from their treating physician, then the employee will begin receiving temporary total disability compensation as required by Oregon law. The employee shall not complete qualified payroll periods after the 180 consecutive calendar days of pay continuation if the employee remains unable to work.

When receiving temporary total disability compensation, the employee may elect to use accrued leave to make up the difference between temporary total disability compensation and their regular straight time pay.

The day of injury shall be considered a work day, and the employee will receive his/her regular straight time pay for that day without charging their leave accruals for any time not worked due to the injury.

### 17.3 Medical Appointments.

An employee with an accepted disabling compensable injury will be paid regular straight time wages for time missed from work for medical appointments related to the compensable injury, including commute time.

An injured employee with an accepted disabling compensable injury will receive regular straight time pay for time missed from work for examinations or other medical appointments required by the employer, including commute time.

### 17.4 Assignment to Transitional Duty.

An employee who is unable to perform the regular duties of his/her position because of a compensable injury will be assigned by the County to other work which he/she is qualified and physically able to perform, as documented by a transitional duty release from the treating physician, whether such work is or is not of a type normally performed by employees in the bargaining unit. The County may assign an employee to job modification or transitional duty if the County determines this will be in the best interest of the County and the employee. The positions are temporary, lasting no more than 120 working days. Such employment shall not cause a reduction in the employee's base level of compensation or benefits. The employee will receive his or her regular base compensation and benefits while working in a modified or transitional duty position.

An employee who is unable to perform the regular duties of their position after 120 working days of temporary modified or transitional duty, may submit a written request to the Appointing Authority to extend their time of temporary modified or transitional duty. Extensions to temporary modified or transitional duty will not exceed 45 working days. Approval of such extensions beyond 120 days are at the discretion of the Appointing Authority. They will determine if additional working days in transitional duty are in the best interest of the County and the employee.

The County reserves the right to discontinue or change any such assignment at any time. If the County does not have transitional duty available to an employee who has been authorized to perform such work, the County will provide pay continuation or temporary disability benefits as required by law. If the employee has been authorized to perform available transitional duty and does not accept such work, the employee must use accrued leave time or go unpaid for time missed from work.

### 17.5 Managed Care Organization (MCO).

Employees who sustain an injury which is compensable under any Workers' Compensation law shall participate in the County's MCO program.

### 17.6 Sick Leave without Pay.

Sick Leave without Pay may be granted by the Appointing Authority after all accrued leave has been exhausted.

## ARTICLE 18 – PHYSICAL EXAM

- 18.1 Employees covered by this Agreement may be required by the County to undergo an independent medical 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 19 – HEALTH INSURANCE

### 19.1 Medical Insurance.

- 19.1.1 The County agrees that preventative and wellness care is an important feature of any insurance program, and that it will work with its insurance provider(s) to include preventative and wellness features in the existing insurance plans.
- 19.1.2 The County also agrees to provide similar dental and vision insurance currently offered or plans of other carriers offering reasonably comparable overall benefits.
- 19.1.3 The County will provide the following health insurance options:  
PPO: Low Deductible Plan; High Deductible Plan  
HMO: Low Deductible Plan; High Deductible Plan.
- 19.1.4 Each plan under the PPO and HMO will have its own established rate based on actuarial cost of the plan. The County’s maximum contribution for medical, dental and vision will be 90% of the plan selected by the employee.
- 19.1.5 For those employees who meet the Wellness Points requirement, the County’s maximum contribution for medical, dental and vision will be 95% of the plan selected by the employee.
- 19.1.6 Medical insurance contributions are 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.).
- 19.1.7 To qualify for the enhanced County premium contribution, the employee will meet wellness point requirements as determined by a work group of the County Wellness Committee. Wellness points earned in each calendar year will determine the employee’s plan option for the following calendar year. <sup>2</sup>
- 19.1.8 The work group of the County Wellness Committee will be made up of no more than fifteen (15) members, two (2) of whom will be appointed by the Union. The work group will seek information and input from the County’s

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<sup>2</sup> *The Union agrees that it will encourage its members to participate in the Wellness Point Criteria as determined by the Wellness Committee.*

benefits consultant as it determines the wellness point system. In the event the work group is unable to reach a consensus on the wellness point system, the system shall be determined by the County and will be subject to interim bargaining with the Union under ORS 243.698, except that the interim bargaining period shall be shortened to thirty (30) days.

- 19.1.9 Should health insurance premiums for plan years 2023, 2024, or 2025 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.
- 19.1.10 Opt Out Provision.  
The County will provide a contribution to a VEBA account in the amount of \$125 per month (paid on the first two pay periods of the month) for eligible employees that choose to opt out of the County's medical, dental and vision insurance plans. In order to qualify for the Opt Out contribution, the employee must provide proof that they are covered by another qualified group health plan that meets the minimum value requirements set forth in the Affordable Care Act.
- 19.1.11 The County will provide fully paid life insurance coverage for each employee and dependents with a policy value of at least \$10,000.
- 19.1.12 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.
- 19.1.13 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.
- 19.1.14 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.

- 19.1.15 VEBA. The County agrees to establish a VEBA account for each eligible employee, effective January 1, 2023. The County will contribute \$50 per month to each eligible employee's VEBA account.

VEBA accounts are administered in accordance with Internal Revenue Code Section 501(c)(9). The employee, and not the County, shall be responsible for any tax due on non-qualified distributions from their VEBA accounts.

Definition of eligible employee. For purposes of this provision, the term "eligible employee" shall mean an employee who completes the VEBA enrollment process and is enrolled in one of the County's medical plans or other qualified group health plan.

If the County implements a Voluntary Employees Beneficiary Association (VEBA) plan for non-represented hourly employees that is greater than the contribution provided for in this Agreement, bargaining unit employees will participate in the same VEBA plan as the non-represented employees instead of the plan provided for in this Agreement.

## **ARTICLE 20 – RETIREMENT**

- 20.1 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.

- 20.2 Deferred Compensation.

If the County implements a Deferred Compensation Plan for non-represented hourly employees, bargaining unit employees will participate in the same Deferred Compensation Plan.

- 20.3 PERS Pick-up Me Too.

If the County picks up employees' 6% PERS contribution for non-represented hourly employees, bargaining unit employees will receive the same benefit.

## **ARTICLE 21 – TOOLS**

- 21.1 The County shall furnish all tools necessary for the employees to perform his/her duties and responsibilities except that shop personnel listed below in 22.2 shall provide hand tools for their individual use.

- 21.2 The County will pay a hand tool replacement allowance at the rate of seventy-five dollars (\$75.00) per month to Equipment Service Workers, Heavy Duty Technicians and Light Duty Technicians. 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 22 – PROTECTIVE CLOTHING

### 22.1 Personal Protective Equipment (PPE).

22.1.1 The County shall furnish and provide all personal protective equipment (PPE) exclusive of safety footwear associated with the employee’s assigned work.

Employees shall use PPE in accordance with the manufacturer’s recommendations and will not modify or alter the equipment in any way, or remove any safeguards. Employees shall maintain the PPE issued to them, including cleaning to maintain the required effectiveness. All PPE shall be left at the place of reporting each workday unless the employee takes the PPE home to wash it or to have it available for Stand-by or scheduled overtime. The employee will be responsible for replacement of PPE devices lost or damaged through the employee’s negligence.

22.1.2 Safety Footwear. While on duty, employees shall wear safety footwear that is at least ankle high with a slip resistant sole and a protective toe. Footwear shall be compliant with any of the following standards: ASTM F-2412-2005, ASTM F-2413-2005, ANSI Z41-1999 or ANSI Z41-1991.

22.1.3 Prescription Safety Glasses. The County offers a prescription safety glasses program to all eligible employees. If the County’s program expires before the expiration of this Agreement (June 30, 2025), the County will continue to provide a reimbursement option with a similar benefit.

22.1.4 Inclement Weather Gear. The County will supply inclement weather gear as specified in Schedule “B” which is made a part of this Agreement.

### 22.2 Protective Outerwear.

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

### 22.3 Maintenance of Protective Outerwear.

22.3.1 The County will clean and launder the protective outerwear specified in Schedule “B.” All protective outerwear shall be left at the place of reporting at the end of each work day unless express permission to remove same from the place of reporting is given by the employee’s immediate supervisor. The employee will be responsible for replacement of protective outerwear lost or damaged through their negligence.

22.3.2 Replacement of County-issued PPE and Inclement Weather Gear. Employees shall turn in their used PPE and inclement weather gear before the County will issue new items. The County reserves the right to hold an employee responsible for the replacement of PPE or inclement weather gear if it appears to have been modified, altered, damaged, or if the items are being exchanged excessively.

### 22.4 Footwear and Clothing Allowance

As of the first regular payday following appointment to a bargaining unit position, and thereafter on the first regular payday in the month of July, the County will pay a footwear

and clothing allowance of \$225.00 per year to each employee in the bargaining unit who has not received such allowance during the prior three months.

### **ARTICLE 23 – SAFETY**

- 23.1 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.
- 23.2 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.
- 23.3 All work performed by the employees shall be governed by the provisions set forth in safety codes and regulations and by law.
- 23.4 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 any applicable safety codes and regulations or by law.
- 23.5 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 safety codes and regulations and by law.
- 23.6 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 24 – LEARNING PLAN AND PERFORMANCE ASSESSMENT**

- 24.1 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.
- 24.2 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.
- 24.3 Employees shall receive a copy of the assessment after all comments have been written and all supervisors have signed.
- 24.4 Performance Assessments shall be completed and provided to the employee no later than thirty (30) days after the employee's anniversary date. Any applicable step increase that results from the Performance Assessment shall be effective on the first day of the pay period that includes the employee's anniversary date.

## ARTICLE 25 – UNION BUSINESS

25.1 The County agrees that accredited representatives of the Union, upon reasonable and proper introduction and notice, shall, with departmental approval, have reasonable access to the premises during working hours to conduct business with the County within the scope of employment relations.

The Union representative(s) shall have reasonable access to employees provided such activity does not interfere with the regular work routine.

For purposes of employees in the bargaining unit who are not new employees, reasonable access includes, but is not limited to:

- A. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations.
- B. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods, and during any other break periods.

25.2 There shall be employee representatives for contract negotiations, not to exceed seven (7) days, and of those, not more than two (2) from any Division, except there may be three (3) from Operations.

25.3 The County agrees to furnish and maintain a bulletin board within the Operations, Engineering/Traffic/Survey, Capital Projects and Fleet Divisions to be used by the Union for the posting of notices and bulletins relating to the Union. Specific locations include the following:

Operations.

Crew room at 1400 Walnut Street

Central walkway in the Operations/Engineering workspace

ETS.

Room 154 at Signal Shop at 1400 Walnut Street

Hallway or cubicle wall in ETS area near Office room 237

Capital Projects.

Hallway/common walkway or cubicle wall near room R

Fleet.

Fleet break room at 1400 Walnut Street

Common Areas.

Lunch Room 123 at 1400 Walnut Street

25.4 Paid Work Time to Perform Certain Union Activities.

- A. The County shall allow designated Union representatives to engage in the following activities during work hours and at the County's facilities, without loss of compensation, accrued leave or benefits:
1. Investigate and process grievances and other workplace-related complaints on behalf of Union representatives.
  2. Attend investigatory meetings, hearings, and other due process proceedings involving represented employees.
  3. Participate in or prepare for proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving the collective bargaining agreement, including arbitration proceedings, administrative hearings, and other proceedings before the Employment Relations Board.
  4. Prepare for and engage in collective bargaining.
  5. Attend labor-management meeting, safety committee meetings and any other meetings between representatives of the District and the Union to discuss employment relations.
  6. Provide information regarding the collective bargaining agreement to newly hired bargaining unit employees within thirty (30) calendar days from the date of hire for a period of at least thirty (30) minutes, but not more than 120 minutes, during new employee orientation or at individual/group meetings that may take place during work hours, if the County does not conduct new employee orientation, without loss of compensation or benefits to the newly hired employee(s).
  7. Testify in a legal proceeding in which the designated Union representative or a bargaining unit member has been subpoenaed as a witness by either party, or where the parties mutually agree that the employee may testify on paid time without the need for a subpoena.
- B. For purposes of this Article, "designated representatives" shall include Union executive board officers and their designees as selected by the Union; the representatives may also be referred to as "stewards" and the Union will identify those representatives in writing to the County. During negotiations, only seven (7) employees will be allowed time away from work without loss of pay. Non-employee Union Representatives shall be permitted access to the County's facilities for the purpose of engaging in the activities described in this Article on the same terms and conditions as designated representative.
- C. When feasible, designated representatives provide their immediate supervisor with written notice of the need to perform the activities listed above at least twenty-four (24) hours prior to the time at which both parties agree that the circumstances do not require advance written notice. The written notice shall indicate: (1) which activity listed above will be performed; (2) the date and time at which the activities will be performed; and (3) the estimated length of time the designated representative will spend performing the activities.
- D. If, after receiving notice of the need to perform the activities listed above, the County establishes undue burden on the County operations that cannot be accommodated by any of the measures typically used when an employee is

unexpectedly absent from work (arranging a substitute, working with fewer staff, temporarily modifying work assignments, etc.), the County and Union shall schedule a mutually agreeable date and time at which the designated representative can perform the activities during work hours. The mutually agreeable date and time shall be no more than seven (7) working days from the date of the request, unless both parties agree otherwise.

- E. The County shall not reduce a designated representative's work hours to accommodate the designated representative's performance of the activities listed above. However, the designated representative and his/her/their supervisor may agree to a flex schedule that allows the designated representative to perform the activities above during paid work hours. The County may refuse to authorize additional work hours that incur overtime pay as a result of performing the activities listed above.
- F. The parties recognize that bargaining may occur outside normal work hours. Designated representatives who attend a bargaining session outside of normal work hours shall be permitted to flex their normal work hours on the day of the bargaining sessions in order to attend the bargaining session on paid work time.

#### 25.5 Employee Orientations and Access to Bargaining Unit Employees.

- A. Employee Orientations. At employee orientations, the County shall provide the Union with no less than thirty (30) minutes and up to one hundred twenty (120) minutes to make a presentation to all bargaining unit employees without undue interference. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Union presentation.
- B. When a bargaining unit employee is hired after the employee orientation or when the County does not conduct an orientation, the Union shall be permitted to meet with the newly hired bargaining unit employees for up to thirty (30) minutes during work hours without loss in compensation or benefits for the newly hired employee or for the designated representatives attending the meeting. Unless otherwise agreed, meeting with newly hired employees shall take place at the newly hired employee's regular work location, within thirty (30) calendar days from the date of hire.
- C. The Union shall be permitted to meet with employees during regular work hours at their regular work location to discuss grievances, complaints, and other workplace related matters, without loss of compensation or benefits to any employee, including any designated representative attending the meeting.
- D. The Union shall have the right to use the County's facilities to conduct Union meetings.
- E. The County's electronic mail system may be used by the Union for Union related communications including, but not limited to, communications related to collective bargaining, grievances or other dispute investigations, and governance of the Union.

#### 25.6 Right to Receive New Hire Information.

- A. The County shall provide the Union with an editable Excel spreadsheet containing the following information for each employee in the bargaining

unit: The employee's name and date of hire. Contact information including cellular, home and work telephone numbers. Personal and work electronic mail addresses and home and personal mailing address. Employment information including the employee's job title, salary, and worksite location.

- B. The County shall provide the information within ten (10) calendar days from the date of hire for newly hired employees and every one-hundred twenty (120) calendar days for employees in the bargaining unit who are not newly hired.

25.7 Labor and Management Meetings.

The County and the Union each agree to work together and to hold labor and management meetings when requested by either party, and to the extent feasible, at a mutually convenient time and place (which may include virtual or phone meetings) to discuss any matters pertinent to maintaining good employer/employee relationships. The County and the Union may mutually agree to schedule meetings to address multiple issues at the same time, or to address separate issues, depending on the circumstances. Each party may have at least two (2) representatives at such meeting.

**ARTICLE 26 – DISCIPLINE AND DISCHARGE**

26.1 Discipline.

No career employee shall be disciplined except for just cause. Normally, the principles of progressive discipline will be followed. However, the parties understand that certain infractions may call for more severe discipline, up to and including discharge. Discipline may include, but not be limited to, documented verbal or written warnings or reprimands, demotion, reduction in pay, suspension or termination, as determined by the seriousness of the offense, the employee's work history, and other relevant circumstances. 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 documented verbal or written warnings or reprimands, may be protested as a grievance through the grievance procedure as outlined in Article 28. Written warnings or reprimands may be protested as a grievance

through Step 2 of the grievance procedure. All discipline shall be issued in a manner which will not embarrass the employee before other employees or in public.

26.2 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 28. 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.

26.3 Employees who elect to pursue grievances through Article 28 of this Agreement agree to waive their right to file the grievance outlined in the County's Personnel Rules and Regulations.

26.4 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 27 – PERSONNEL FILE**

27.1 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.

27.2 An employee may respond, in writing, to any item placed in such personnel file, and said response shall become part of said file.

27.3 Each employee shall read and sign any written material that is placed in his/her personnel file, including performance assessments, written reprimands, suspensions, or discharges. It will be noted on the material that signing does not necessarily indicate agreement.

27.4 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 28 – GRIEVANCE PROCEDURE**

28.1 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:

28.1.1 Step 1.

An employee or employees having a grievance shall first take the matter up informally with the supervisor involved. A Union representative may file a grievance on behalf of an employee or group of employees. If unresolved the employee, or group of employees who are similarly situated, with or without a 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 twenty-one (21) calendar 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 twenty-one (21) calendar days of the date upon which the employee or the Union became aware or reasonably should have become 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 Union employee within seven (7) calendar days.

28.1.2 Step 2.

If the grievance has not been settled, it may be presented in writing by the employee or Union representative to the department head within fourteen (14) calendar 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 fourteen (14) calendar days.

28.1.3 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 fourteen (14) calendar 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 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 twenty-one (21) calendar days of submittal.

28.1.4 Step 4.

If grievance is still unsettled, either party may, within fourteen (14) calendar days after reply of the Board of County Commissioners or its designee(s) is due, by written notice to the other, request arbitration.

28.1.5 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.

- 28.1.6 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.
- 28.2 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 29 – SPECIAL CONFERENCES**

- 29.1 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.
- 29.2 Special conferences may be called to discuss:
- 29.2.1 Job descriptions within a classification.
- 29.2.2 Apparent overlapping between job descriptions in different classifications.
- 29.2.3 The amount of time necessary for on-the-job training in a particular instance.
- 29.2.4 Abolition of positions in the bargaining unit.
- 29.3 The parties agree to the establishment of a joint labor management committee that will meet at least quarterly, or more often upon mutual agreement. The committee will be comprised of an equal number of representatives selected by the County and by the Union to address matters under the contract.

#### **ARTICLE 30 – STRIKES AND LOCKOUTS BARRED**

- 30.1 There shall be no lockouts on the part of the County or 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 31 – WARRANTY OF AUTHORITY**

31.1 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 32 – SAVINGS CLAUSE**

32.1 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 33 – EFFECTIVE DATE AND DURATION**

This Agreement is effective upon execution and shall remain in full force and effect through June 30, 2026. Either party may give written notice to the other on or before December 31, 2025, 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, 2026. The parties will work together to start bargaining no later than February 1, 2026.

Dated this 5th day of October 2022

WASHINGTON COUNTY, OREGON

TEAMSTERS LOCAL UNION NO. 223

By: [Signature]

By: [Signature]

APPROVED WASHINGTON COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM

Minute Order #: 22-276

By: [Signature]  
County Counsel for  
Washington County, Oregon

Date: 10/5/22

By: [Signature]  
Clerk of the Board

## SCHEDULE "A"

NOTE: The County proposes a work group to review and modify classifications.

Effective the first full pay period in July 2022 or ratification, whichever is later.

FISCAL YEAR 2022-2023 - Effective date of Washington County Board Adoption

Class	Title	Range		Step A	Step B	Step C	Step D	Step E
457	<b>Assistant Traffic &amp; Signal Lighting Technician</b>	222	Hour	\$28.90	\$30.29	\$31.76	\$33.32	\$34.98
			Month	\$5,009.33	\$5,250.27	\$5,505.07	\$5,775.47	\$6,063.20
			Annual	\$60,112.00	\$63,003.20	\$66,060.80	\$69,305.60	\$72,758.40
406	<b>Bridge Maintenance Worker I</b>	203	Hour	\$25.45	\$26.69	\$27.98	\$29.32	\$30.72
			Month	\$4,411.33	\$4,626.27	\$4,849.87	\$5,082.13	\$5,324.80
			Annual	\$52,936.00	\$55,515.20	\$58,198.40	\$60,985.60	\$63,897.60
407	<b>Bridge Maintenance Worker II</b>	207	Hour	\$27.98	\$29.32	\$30.72	\$32.23	\$33.85
			Month	\$4,849.87	\$5,082.13	\$5,324.80	\$5,586.53	\$5,867.33
			Annual	\$58,198.40	\$60,985.60	\$63,897.60	\$67,038.40	\$70,408.00
408	<b>Bridge Maintenance Worker III</b>	210	Hour	\$30.72	\$32.23	\$33.85	\$35.53	\$37.22
			Month	\$5,324.80	\$5,586.53	\$5,867.33	\$6,158.53	\$6,451.47
			Annual	\$63,897.60	\$67,038.40	\$70,408.00	\$73,902.40	\$77,417.60
302	<b>Engineering Technician I</b>	205	Hour	\$28.21	\$29.61	\$31.05	\$32.58	\$34.15
			Month	\$4,889.73	\$5,132.40	\$5,382.00	\$5,647.20	\$5,919.33
			Annual	\$58,676.80	\$61,588.80	\$64,584.00	\$67,766.40	\$71,032.00
303	<b>Engineering Technician II</b>	211	Hour	\$32.58	\$34.15	\$35.85	\$37.60	\$39.43
			Month	\$5,647.20	\$5,919.33	\$6,214.00	\$6,517.33	\$6,834.53
			Annual	\$67,766.40	\$71,032.00	\$74,568.00	\$78,208.00	\$82,014.40
304	<b>Engineering Technician III</b>	213	Hour	\$35.30	\$37.61	\$39.43	\$41.32	\$43.37
			Month	\$6,118.67	\$6,519.07	\$6,834.53	\$7,162.13	\$7,517.47
			Annual	\$73,424.00	\$78,228.80	\$82,014.40	\$85,945.60	\$90,209.60
420	<b>Equipment Service Worker</b>	204	Hour	\$26.42	\$27.70	\$29.04	\$30.48	\$31.96
			Month	\$4,579.47	\$4,801.33	\$5,033.60	\$5,283.20	\$5,539.73
			Annual	\$54,953.60	\$57,616.00	\$60,403.20	\$63,398.40	\$66,476.80
291	<b>Fleet Assistant</b>	221	Hour	\$19.97	\$20.96	\$22.02	\$23.13	\$24.28
			Month	\$3,461.47	\$3,633.07	\$3,816.80	\$4,009.20	\$4,208.53
			Annual	\$41,537.60	\$43,596.80	\$45,801.60	\$48,110.40	\$50,502.40
419	<b>Fleet Services Coordinator</b>	223	Hour	\$33.06	\$34.71	\$36.46	\$38.28	\$40.19
			Month	\$5,730.40	\$6,016.40	\$6,319.73	\$6,635.20	\$6,966.27
			Annual	\$68,764.80	\$72,196.80	\$75,836.80	\$79,622.40	\$83,595.20
423	<b>Heavy Duty Technician</b>	209	Hour	\$31.49	\$33.03	\$34.63	\$36.33	\$38.09
			Month	\$5,458.27	\$5,725.20	\$6,002.53	\$6,297.20	\$6,602.27
			Annual	\$65,499.20	\$68,702.40	\$72,030.40	\$75,566.40	\$79,227.20
404	<b>Heavy Equipment Operator</b>	210	Hour	\$30.72	\$32.23	\$33.85	\$35.53	\$37.22
			Month	\$5,324.80	\$5,586.53	\$5,867.33	\$6,158.53	\$6,451.47
			Annual	\$63,897.60	\$67,038.40	\$70,408.00	\$73,902.40	\$77,417.60
422	<b>Light Duty Technician</b>	209	Hour	\$31.49	\$33.03	\$34.63	\$36.33	\$38.09
			Month	\$5,458.27	\$5,725.20	\$6,002.53	\$6,297.20	\$6,602.27
			Annual	\$65,499.20	\$68,702.40	\$72,030.40	\$75,566.40	\$79,227.20
402	<b>Light Equipment Operator</b>	203	Hour	\$25.45	\$26.69	\$27.98	\$29.32	\$30.72
			Month	\$4,411.33	\$4,626.27	\$4,849.87	\$5,082.13	\$5,324.80
			Annual	\$52,936.00	\$55,515.20	\$58,198.40	\$60,985.60	\$63,897.60
403	<b>Medium Equipment Operator</b>	207	Hour	\$27.98	\$29.32	\$30.72	\$32.23	\$33.85
			Month	\$4,849.87	\$5,082.13	\$5,324.80	\$5,586.53	\$5,867.33
			Annual	\$58,198.40	\$60,985.60	\$63,897.60	\$67,038.40	\$70,408.00

429	<b>Stores Clerk</b>	204	Hour Month Annual	\$26.42 \$4,579.47 \$54,953.60	\$27.70 \$4,801.33 \$57,616.00	\$29.04 \$5,033.60 \$60,403.20	\$30.48 \$5,283.20 \$63,398.40	\$31.96 \$5,539.73 \$66,476.80
430	<b>Stores Clerk, Senior</b>	215	Hour Month Annual	\$29.27 \$5,073.47 \$60,881.60	\$30.09 \$5,215.60 \$62,587.20	\$31.59 \$5,475.60 \$65,707.20	\$33.10 \$5,737.33 \$68,848.00	\$34.74 \$6,021.60 \$72,259.20
311	<b>Survey Technician I</b>	205	Hour Month Annual	\$28.21 \$4,889.73 \$58,676.80	\$29.61 \$5,132.40 \$61,588.80	\$31.05 \$5,382.00 \$64,584.00	\$32.58 \$5,647.20 \$67,766.40	\$34.15 \$5,919.33 \$71,032.00
312	<b>Survey Technician II</b>	211	Hour Month Annual	\$32.58 \$5,647.20 \$67,766.40	\$34.15 \$5,919.33 \$71,032.00	\$35.85 \$6,214.00 \$74,568.00	\$37.60 \$6,517.33 \$78,208.00	\$39.43 \$6,834.53 \$82,014.40
313	<b>Survey Technician III</b>	213	Hour Month Annual	\$35.30 \$6,118.67 \$73,424.00	\$37.61 \$6,519.07 \$78,228.80	\$39.43 \$6,834.53 \$82,014.40	\$41.32 \$7,162.13 \$85,945.60	\$43.37 \$7,517.47 \$90,209.60
442	<b>Traffic and Signal Lighting Technician</b>	216	Hour Month Annual	\$36.24 \$6,281.60 \$75,379.20	\$38.06 \$6,597.07 \$79,164.80	\$39.95 \$6,924.67 \$83,096.00	\$41.94 \$7,269.60 \$87,235.20	\$44.10 \$7,644.00 \$91,728.00
296	<b>Traffic and Signal Lighting Technician, Senior</b>	220	Hour Month Annual	\$40.27 \$6,980.13 \$83,761.60	\$42.28 \$7,328.53 \$87,942.40	\$44.38 \$7,692.53 \$92,310.40	\$46.61 \$8,079.07 \$96,948.80	\$48.99 \$8,491.60 \$101,899.20
440	<b>Traffic Maintenance Worker I</b>	203	Hour Month Annual	\$25.45 \$4,411.33 \$52,936.00	\$26.69 \$4,626.27 \$55,515.20	\$27.98 \$4,849.87 \$58,198.40	\$29.32 \$5,082.13 \$60,985.60	\$30.72 \$5,324.80 \$63,897.60
441	<b>Traffic Maintenance Worker II</b>	207	Hour Month Annual	\$27.98 \$4,849.87 \$58,198.40	\$29.32 \$5,082.13 \$60,985.60	\$30.72 \$5,324.80 \$63,897.60	\$32.23 \$5,586.53 \$67,038.40	\$33.85 \$5,867.33 \$70,408.00
401	<b>Utility Worker</b>	202	Hour Month Annual	\$24.26 \$4,205.07 \$50,460.80	\$25.45 \$4,411.33 \$52,936.00	\$26.69 \$4,626.27 \$55,515.20	\$27.98 \$4,849.87 \$58,198.40	\$29.32 \$5,082.13 \$60,985.60

Effective the within a month following ratification of the 2022-2026 collective bargaining agreement by the bargaining unit, and adoption by the Board of Commissioners, the County will pay each then-current employee a ratification bonus of six hundred fifty dollars (\$650) (payable only to employees who are employed as of the implementation of the 2022-2026 collective bargaining agreement).

**SCHEDULE "B"**

Classification	Protective Outerwear			Inclement Weather Gear	
	Coveralls	Shirt	Pants	Rain Gear (Pants/Jacket)	Rubber Boots
<b>LUT</b>					
<b>Road Maintenance Worker (I, II, &amp; Senior)</b>	<b>X</b>			<b>X</b>	<b>X</b>
<b>Engineering Technician (I, II, &amp; III)</b>	<b>X</b>			<b>X</b>	<b>X</b>
<b>Stores Clerk &amp; Sr.</b>	<b>X</b>			<b>X</b>	<b>X</b>
<b>Survey Technician (I, II &amp; III)</b>				<b>X</b>	<b>X</b>
<b>Traffic and Signal Lighting Technician</b>				<b>X</b>	<b>X</b>
<b>Traffic and Signal Lighting Technician, Senior</b>				<b>X</b>	<b>X</b>
<b>Traffic Maintenance Worker (I &amp; II)</b>	<b>X</b>			<b>X</b>	<b>X</b>
<b>FLEET</b>					
<b>Light Duty Technician</b>		<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>

<b>Equipment Service Worker</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Fleet Assistant</b>		<b>X</b>		<b>X</b>	<b>X</b>
<b>Fleet Services Coordinator</b>		<b>X</b>			
<b>Heavy Duty Technician</b>	<b>X</b>	<b>X</b>		<b>X</b>	<b>X</b>
<b>Fleet Stores Clerks and Sr.</b>		<b>X</b>			

**Memorandum of Understanding  
Between  
Washington County  
And  
Teamsters Local #223**

Re: LUT Operations Standby

The following Memorandum of Understanding will apply to LUT Operations only, and is an addendum to Section 9.9 of the Collective Bargaining Agreement

This new MOU replaces and supersedes any prior MOUs as they relate to the stand-by schedule.

The stand-by list will consist of one (1) list for weekly stand-by team assignments. There will be two (2) to four (4) employees each week assigned to the stand-by team depending on how the scheduling segments are selected and/or assigned. Normally, there will only be two (2) employees actively on stand-by duty during a normal assignment except for certain instances such as inclement weather.

To the extent possible, the dispatcher or designee will work with crew members who are on the stand-by list to schedule the stand-by assignments, for the following week, by no later than the end of shift on the last work day of the week preceding the start of the stand-by assignment.

Assignments will be made using “segments” which are blocks of time that a crew member will be assigned to be on stand-by duty. The descriptions of the segments are shown in the tables on the next page plus graphically illustrated on the attached spreadsheet.

The dispatcher or designee will begin with the crew member who is in the #1 position on the stand-by list offering any of the segments available for the given week. Additional offers will be made, in order, to the other crew members on the stand-by list until such time that two crew members are covering the entire week. When offered, crew members may only take a segment that is remaining.

Possible assignment combinations include:

1. 2 crew members assigned to segment 1
2. 1 crew member assigned to segment, 1 crew member assigned to segment 2 and 1 crew member assigned to segment 3
3. 2 crew members assigned to segment 1 and 2 crew members assigned to segment 3

The evolution of available segments will be predicated on the selection chosen by the prior crew members as the assignments are filled while going down the stand-by list.

Segment Breakdowns.

On a 5 – 8 schedule inclusive of holidays:

Segment 1 will start at 7:30 a.m. on Monday and end at 7:30 a.m. the following Monday.

Segment 2 will start at 7:30 a.m. on Monday and end at 7:30 a.m. on Friday.  
Segment 3 will start at 7:30 a.m. on Friday and end at 7:30 a.m. on Monday.

On a 4 – 10 schedule inclusive of holidays:

Segment 1 will start at 6:30 a.m. on Monday and end at 6:30 a.m. the following Monday.  
Segment 2 will start at 6:30 a.m. on Monday and end at 6:30 a.m. on Friday.  
Segment 3 will start at 6:30 a.m. on Friday and end at 6:30 a.m. on Monday.

Assignments off the stand-by list will start a minimum of 72 hours prior to the scheduled stand-by assignment. The dispatcher or designee will begin with the crew member who is in the #1 position on the stand-by list. This crew member will be offered one of two choices:

Segment 1: Monday–Monday or Segment: 2 Monday–Friday.

#### Example Scenarios:

- If the crew member selects the entire week (segment 1), then the crew member in the #2 position on the list will be offered the same choices (segment 1 or 2) in order to fill the second spot.
- If the #1 crew member selects the beginning of the week (segment 2), then the crew member in the #2 position will be offered the end of the week slot (segment 3) that complements crew member #1's selection. Alternatively, the #2 crew member could choose the other full week assignment {Segment 1}. If the #2 crew member declines either option, they are moved to the bottom of the list and the same offer is presented to the crew member in the #3 position and so on.

When an after-hours call comes in, the on-call supervisor assigning the stand-by assignment has discretion to decide who to call when the assignment comes in 15 minutes prior to the transition period between two segments

Employees that volunteer for the stand-by list are expected to communicate their status of availability for assignments when on leave whether the leave is planned or unplanned. Employees will contact the Dispatcher or designee and communicate their availability status for stand-by duty during such leave and the Dispatcher or designee will make note of the employee's availability and make stand-by assignments accordingly. For leave that is not related to discipline, the employee will maintain their position on the list.

If the employee fails to inform the Dispatcher or designee of their availability during their leave, then it will be presumed that the employee is not available during their leave and they will rotate to the bottom of the stand-by list accordingly.

A request to resign the assignment, during the week preceding the assignment, will be limited to Monday – Thursday (when the crews are on 5-8s) or Monday – Wednesday (when the crews are on 4-10s). If a resignation occurs, after the assignments have been made, the requisite 72-hour requirement will be waived to allow County to find a replacement employee.

Except for certain circumstances that are out of the crew member's control, a request to resign is subject to management's ability to find a suitable alternate to take that person's position.

When an alternate is needed, the dispatcher or designee will offer the assignment to the next person on the list who is in the #1 position. If that person, declines, the offer will be made to the #2 position and so on until an alternate is secured. If someone declines while being asked to fill an assignment as an alternate, they will not lose their place on the list.

If an alternate is not secured by the end of the week, then the request will be denied unless the resignation is for a situation that is out of the crew member's control. If the alternate is not secured or if the resignation occurs during the actual week of the person's assignment, the stand-by position will not be backfilled, and the employee may be subject to disciplinary action. In these cases, the on-call supervisor will simply use the Call-out list to supplement any after hour calls for service.

The parties agree to this amended language for a period of six (6) months to assess if this is a satisfactory process for both parties. After such time, the parties will finalize the stand-by process in a subsequent MOU or revert to the language of the CBA.

When new or unexpected events or issues arise related to stand-by, the parties agree to discuss how to handle the situation moving forward.

All other provisions outlined in Article 9 - Overtime and within Section 9.9 - Stand-by shall remain intact and enforceable.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

WASHINGTON COUNTY, OREGON

TEAMSTERS LOCAL UNION NO. 223

By: Tanya Ange  
Tanya Ange  
County Administrator

By: Karine Trowbridge  
Karine Trowbridge  
Teamsters Representative

## **Memorandum of Understanding Road Maintenance Worker Classifications**

This Memorandum of Understanding (the “MOU”) between Teamsters Local 223 (the “Union”) and Washington County (the “County”) relating to the transition from the existing classifications to the Road Maintenance Worker classifications. The parties acknowledge that this change reflects a significant modification in how the County currently operates and will have potentially wide-ranging impacts on employees working conditions. In order to address some of the concerns and impacts of those changes, the parties agree as follows:

1. The transition will begin the first pay period following ratification of the collective bargaining agreement. The Union and the County will establish a labor/management group within the affected work groups to proactively address issues that arise during the transition. The Union will appoint two representatives to meet with County supervisors as needed to work through any problems that arise or to discuss ways to make the transition the effective.
2. The parties agree to the terms outlined in the June 1, 2022, document entitled “Updated Proposal to Modify Certain Classifications” from the Subcommittee.
3. The parties agree that the job descriptions and equipment lists provided to the Subcommittee on June 14, 2022 will be those implemented pursuant to this MOU, subject to revision in accordance with Articles 4 and 29 (job descriptions only). The equipment lists will be reviewed regularly and updated as needed. The equipment lists will be accessible to members of the bargaining unit.
4. The parties agree that, for the purposes of seniority and layoffs, employees who previously held positions that have been merged into RMW series will have the right to bump into any lower RMW classification that includes the classifications they previously held.