

**2015 – 2018
AGREEMENT
Between**



**CLACKAMAS
C O U N T Y**

**and
CLACKAMAS COUNTY, OREGON
PUBLIC EMPLOYEES
DTD CHAPTER OF
LOCAL NO. 350, AFSCME, AFL-CIO**

PREAMBLE	6
ARTICLE 1 - DEFINITIONS	6
1. EMERGENCY.	6
2. SUPERVISORY EMPLOYEE.	6
3. CONFIDENTIAL EMPLOYEE.	6
4. REGULAR EMPLOYEE.	6
5. REGULAR PART-TIME EMPLOYEE.....	6
6. TEMPORARY EMPLOYEE.....	6
7. SEASONAL EMPLOYEE.	7
8. EXEMPT EMPLOYEE.	7
9. LIMITED TERM EMPLOYEE.	7
10. SHOP STEWARDS.....	7
ARTICLE 2 - RECOGNITION	7
ARTICLE 3 - PRESERVATION OF PUBLIC RIGHTS	7
ARTICLE 4 – UNION RIGHTS	8
ARTICLE 5 - UNION SECURITY AND CHECKOFF	11
ARTICLE 6 - P.E.O.P.L.E.	12
(PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY).....	12
ARTICLE 7 - HOURS OF WORK	12
1. REGULAR HOURS.	12
2. WORK WEEK.....	12
3. WORK DAY.....	12
4. WORK SCHEDULES.	13
5. CONTINUOUS OPERATIONS.....	13
6. SHIFT PREFERENCE.	13
7. REST PERIODS.	13
8. MEAL PERIODS.....	13
9. CLEANUP TIME.	13
10. EMERGENCY WORK SHIFT.....	14
11. FLEXIBLE SCHEDULING.	14
ARTICLE 8 - HOLIDAYS	15
1. HOLIDAYS.....	15
2. HOLIDAY PAY.	15
3. WEEKEND HOLIDAYS.	15
4. HOLIDAY DURING LEAVE.....	16
5. HOLIDAY WORK.	16
ARTICLE 9 - SICK LEAVE	16
1. ACCRUAL.	16
2. IMMEDIATE FAMILY.	16
3. UNUSED SICK LEAVE AT THE TIME OF RETIREMENT.....	16
4. REGULAR PART-TIME EMPLOYEES.	16
5. USE OF SICK LEAVE.	16
ARTICLE 10 - VACATION LEAVE	17
1. ACCRUAL.	17
2. ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.	18
3. VACATION TIMES.....	18
4. TERMINATION OR DEATH.....	18
ARTICLE 11 - OTHER LEAVES	18
1. GENERAL PROCEDURE FOR LEAVES OF ABSENCE.....	18

2.	JURY DUTY.....	19
3.	UNION BUSINESS.....	19
4.	PARENTAL LEAVE.....	19
5.	FAMILY MEDICAL LEAVE.....	19
6.	LEAVE DONATION PROGRAM.....	19
7.	EDUCATIONAL LEAVE.....	19
8.	MILITARY AND OTHER SERVICE LEAVES.....	20
9.	COMPASSIONATE LEAVE.....	20
ARTICLE 12 - HEALTH AND WELFARE.....		20
1.	MEDICAL-COVERAGE.....	20
2.	FLEXIBLE BENEFITS.....	21
3.	LIFE INSURANCE.....	21
4.	DENTAL INSURANCE.....	21
5.	DISABILITY INCOME INSURANCE.....	21
6.	POSTHUMOUS BENEFITS.....	22
7.	FULL-TIME EMPLOYEES.....	22
8.	BENEFITS FOR REGULAR PART-TIME AND JOB SHARE EMPLOYEES.....	22
9.	BENEFITS WAITING PERIOD.....	22
10.	BENEFITS REVIEW COMMITTEE.....	22
11.	PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER.....	23
12.	HEALTH REIMBURSEMENT ACCOUNT.....	23
ARTICLE 13 - WORKERS COMPENSATION.....		24
1.	COVERAGE.....	24
2.	COMPENSATION PAYMENT.....	24
ARTICLE 14 - WAGES.....		24
1.	WAGES AND CLASSIFICATION SCHEDULE.....	24
2.	LONGEVITY PAYMENT.....	27
3.	OUT OF CLASS WORK.....	28
4.	PERS/OPSRP PAYMENT.....	29
5.	PREMIUM PAY.....	29
6.	REPORTING TIME.....	29
7.	CALL-IN TIME. – ROAD, BRIDGE, PARKS AND TRAFFIC MAINTENANCE.....	29
8.	STANDBY PAY.....	30
9.	SHIFT TRANSITION.....	31
10.	OVERTIME.....	31
11.	EXCEPTIONS.....	31
12.	DISTRIBUTION.....	32
13.	COMPENSATORY TIME OFF.....	32
14.	PAY FOR ACCUMULATED COMPENSATORY TIME.....	32
15.	TRAVEL PAY.....	32
16.	PORTAL TO PORTAL PAY.....	32
17.	PAY DAY.....	33
18.	INSPECTORS.....	33
19.	LEADWORKER PAY.....	33
20.	COMPUTATION OF HOURLY RATE.....	33
ARTICLE 15 - FOUR DAY WORK WEEK.....		34
1.	HOURS OF WORK (AMENDMENT TO ARTICLE 7).....	34
2.	HOLIDAYS (AMENDMENT TO ARTICLE 8).....	35
3.	SICK LEAVE (AMENDMENT TO ARTICLE 9).....	35
4.	VACATION LEAVE (AMENDMENT TO ARTICLE 10).....	35
5.	WAGES (AMENDMENT TO ARTICLE 14).....	35
ARTICLE 16 - JOB SHARE.....		36
1.	DEFINITION.....	36
2.	DETERMINATION.....	36

3.	PROBATIONARY PERIOD.....	36
4.	MERIT INCREASES AND PERFORMANCE APPRAISALS.....	36
5.	LONGEVITY.....	36
6.	VACATION LEAVE AND SICK LEAVE.....	36
7.	HOLIDAYS.....	36
8.	HEALTH AND WELFARE.....	37
9.	LAYOFF.....	37
ARTICLE 17 - FERRY OPERATORS.....		37
1.	REGULAR FULL TIME.....	37
2.	WORK WEEK.....	37
3.	WORK ASSIGNMENT.....	37
4.	OVERTIME.....	37
5.	FERRY WORK SHIFT.....	37
6.	PERMANENT PLACE OF REPORTING.....	37
ARTICLE 18 - PERSONNEL RECORDS AND INFORMATION.....		38
ARTICLE 19 - DISCIPLINE AND DISCHARGE.....		38
1.	EMPLOYEES SUBJECT TO DISCIPLINARY ACTION.....	38
2.	REPRIMANDS SUBJECT TO APPEAL.....	38
3.	MANNER OF REPRIMAND.....	38
4.	PREDISMISSAL HEARING.....	39
5.	PROBATIONARY EMPLOYEE GRIEVANCE.....	39
ARTICLE 20 - SENIORITY.....		39
ARTICLE 21 - LAYOFF.....		40
1.	NOTIFICATION.....	40
2.	LAYOFF ORDER AND BUMPING RIGHTS.....	40
3.	EXCEPTION TO LAYOFF ORDER.....	40
4.	QUALIFICATIONS FOR BUMPING.....	40
5.	OPTIONS FOR LAID OFF EMPLOYEES.....	41
6.	TEMPORARY EMPLOYEES.....	41
7.	PAY RATES.....	41
8.	LAYOFF REGISTERS.....	41
9.	RECALL.....	42
10.	OPEN POSITIONS.....	42
11.	MANAGEMENT/CONFIDENTIAL EMPLOYEES.....	42
ARTICLE 22 - SETTLEMENT OF DISPUTES.....		43
1.	GRIEVANCE AND ARBITRATION PROCEDURE.....	43
2.	CLASS ACTION GRIEVANCE.....	44
ARTICLE 23 - CONTRACT WORK.....		44
ARTICLE 24 - GENERAL PROVISIONS.....		45
1.	NO DISCRIMINATION.....	45
2.	BULLETIN BOARDS.....	45
3.	EXISTING CONDITIONS.....	45
4.	RULES.....	45
5.	PROTECTIVE CLOTHING.....	45
6.	TOOL REPLACEMENT/ALLOWANCE.....	46
7.	LAUNDERING FEES.....	46
8.	COMMERCIAL DRIVER'S LICENSE AND FERRY OPERATOR'S LICENSE – PHYSICAL EXAMINATION.....	46
ARTICLE 25 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY.....		47
1.	LICENSE SUSPENSION POLICY.....	47
2.	ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY.....	48

ARTICLE 26 - SAVINGS CLAUSE	49
APPENDIX A - SKILLED BASED PAY PLAN	52
DESCRIPTION	67
SKILLS BOARD COMPOSITION	67
SKILLS BOARD DUTIES AND RESPONSIBILITIES	67
SKILL PROFICIENCY	68
SBP PLAN ADVANCEMENT	68
APPEAL PROCESS	69
SBP PAY STEP INCREASE.....	69
TRAINING.....	69
ADDITIONAL TRAINING OPPORTUNITIES	70
MAINTENANCE OF SKILL PROFICIENCY.....	70
LICENSES AND CERTIFICATIONS.....	71
WORK ASSIGNMENTS.....	71
LAYOFF ORDER AND BUMPING RIGHTS	71
HIRING	71
SBP PLAN CHANGES.....	72
SKILL BASED PAY STEPS TABLE	72
BRIDGE MAINTENANCE WORKER SKILLS LIST.....	72
TRAFFIC CONTROL WORKER (SBP)	76
DESCRIPTION	76
SKILL CATEGORY DEFINITIONS.....	76
SKILLS BOARD COMPOSITION	76
SKILLS BOARD DUTIES AND RESPONSIBILITIES	76
SKILL PROFICIENCY	77
SBP PLAN ADVANCEMENT	77
APPEAL PROCESS	78
SBP PAY STEP INCREASE.....	78
TRAINING.....	78
ADDITIONAL TRAINING OPPORTUNITIES	79
MAINTENANCE OF SKILL PROFICIENCY.....	79
LICENSES AND CERTIFICATIONS.....	80
WORK ASSIGNMENTS.....	80
LAYOFF ORDER AND BUMPING RIGHTS	80
HIRING	80
SBP PLAN CHANGES.....	81
SKILL BASED PAY STEPS TABLE:.....	81
TRAFFIC CONTROL WORKERSKILLS LIST	82
APPENDIX B - DRUG & ALCOHOL TESTING POLICY	83
POLICY STATEMENT	85
WHO WILL BE TESTED AND WHEN	85
EDUCATION AND TRAINING	86
EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL	86
PRESCRIPTION MEDICATIONS	87
9. "MEDICAL MARIJUANA"	88
PROHIBITIONS	88
INVESTIGATION OF PREVIOUS TESTING	89
TYPES OF DRUG AND ALCOHOL TESTING REQUIRED	89
PRE-EMPLOYMENT TESTING.....	89
RANDOM TESTING.....	89
REASONABLE SUSPICION TESTING	90

POST-ACCIDENT TESTING	91
RETURN TO DUTY AND FOLLOW-UP TESTING	92
COSTS OF TESTING	92
DRUG AND ALCOHOL TESTING PROCEDURES	93
DRUG TESTING.....	93
BREATH ALCOHOL TESTING	93
DRUG TEST RESULTS REVIEW	94
MEDICAL REVIEW OFFICER REPORTING OPTIONS AND EMPLOYER ACTIONS	95
MRO VERIFICATION WITHOUT NOTIFYING THE EMPLOYEE	96
COMMUNICATION OF RESULTS.....	96
FAILURE TO COOPERATE	96
DISCIPLINARY ACTION AND PROCEDURES	97
RETURN TO DUTY PROCEDURES	98
RECORD KEEPING PROCEDURES	99
RECORD RETENTION	100
ATTACHMENT A.....	101
DEFINITION OF TERMS	101
<i>Designated Employer Representative (DER): An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.</i>	102
ATTACHMENT B.....	105
POST ACCIDENT TESTING.....	105

A G R E E M E N T

Between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY, OREGON, PUBLIC EMPLOYEES'

DTD CHAPTER OF

LOCAL #350, AFSCME, AFL-CIO

July 1, 2015 through June 30, 2018

PREAMBLE

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the COUNTY, and LOCAL #350, affiliated with Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION. Both parties recognize a preeminent mutual objective of providing efficient, high quality public service for the citizens of Clackamas County.

The parties agree as follows:

ARTICLE 1 - DEFINITIONS

1. EMERGENCY.

An unforeseen circumstance or a combination of circumstances which, in the opinion of the COUNTY, calls for immediate action.

2. SUPERVISORY EMPLOYEE.

As defined in Oregon Revised Statute 243.650, Paragraph (14).

3. CONFIDENTIAL EMPLOYEE.

As defined in Oregon Revised Statute 243.650, Paragraph (6).

4. REGULAR EMPLOYEE.

Any employee who has a position in the classified service in accordance with the rules governing regular appointments and who has successfully completed her/his probationary period.

5. REGULAR PART-TIME EMPLOYEE.

Any regular employee who works less than full time but works 20 or more hours per week.

6. TEMPORARY EMPLOYEE.

Any non-regular employee appointed to a position of six (6) months duration or less. At the time of hire of any temporary employee, the COUNTY shall notify the

UNION of the temporary employee and his/her beginning and ending dates of employment.

However, any temporary employee, other than a seasonal employee as defined in Section 7 below, who works greater than half time in excess of six (6) continuous months or six (6) months total in any twelve (12) month period, shall be recognized by the UNION and the COUNTY as an employee with certain rights. Those rights are as set forth in this paragraph only. These rights are as follows: accrued vacation pursuant to Article 10, Section 2 and sick leave pursuant to Article 9, Section 1. The provisions of this definition may be amended by mutual agreement of both parties.

7. SEASONAL EMPLOYEE.

Any employee specifically hired to perform common labor outdoors which can be done only during periods of favorable weather. Seasonal employees work only during the period of March 1st through December 31st of any calendar year, unless otherwise mutually agreed to by the COUNTY and the UNION. At the time of hire of any seasonal employee, the UNION shall be notified. (Seasonal employees are employed by the Parks Department, Roads Division, Bridge Section, Maintenance Shops and Traffic Sections.)

8. EXEMPT EMPLOYEE.

Any employee working less than half time.

9. LIMITED TERM EMPLOYEE.

Any employee appointed to a position designated by mutual agreement between the COUNTY and the UNION as a "limited term" position. Limited term appointments shall not exceed two years. Limited term employees are covered by all provisions of this bargaining agreement except Article 20 (Seniority) and Article 21 (Layoff). At the time of hire of any limited term employee, the COUNTY shall notify the UNION of the limited term employee and his/her beginning and ending dates of employment.

10. SHOP STEWARDS.

Employees selected by the UNION to act as UNION representatives shall be known as "stewards." The names of employees selected as stewards and the names of other UNION representatives who may represent employees shall be certified in writing to the COUNTY by the UNION.

ARTICLE 2 - RECOGNITION

The COUNTY recognizes the UNION as the sole and exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees of the County Department of Transportation and Development except temporary employees, seasonal employees, exempt employees and employees who, because of their supervisory or confidential status, do not have statutory bargaining rights.

ARTICLE 3 - PRESERVATION OF PUBLIC RIGHTS

The UNION recognizes that an area of responsibility must be reserved to the COUNTY

if County government is to effectively serve the public. Therefore, the COUNTY shall have the full and complete right to manage and to direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the COUNTY and are not subject to negotiation insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.
2. The determination of the County's financial, budgetary and account procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the sections or divisions; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work.
4. The right in times of financial exigency to lay off or reduce the work week with corresponding wage reduction, or furlough employees without pay after giving the UNION at least 15 working days notice of the intended action. The reduction in work week or furloughing of employees shall not result in a loss of insurance benefits provided under Article 12 or sick and vacation leave accrual.
5. Vacation, sick leave, or compensatory time off may not be used outside a reduced work week or during a furlough period. The County shall be required to dismiss any temporary employee performing similar type work prior to furloughing any regular, provisional or probationary employee.

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

ARTICLE 4 – UNION RIGHTS

1. Union Orientation

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one thirty (30) minute meeting on County paid time in total per month to orient all new Union members. One Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and County location with the least impact on business. Attendance by the employees is voluntary and it is the Union's responsibility to notify the new employee of the meeting time and place.

2. Union Official Time

Union Officials and Union Stewards may investigate and process grievances during working hours within reasonable limits without loss of pay.

3. Bulletin Boards

The COUNTY agrees to furnish and maintain a suitable bulletin board in the McCoy Building at the Clackamas County Shops and in the Development Services Building (DSB) to be used by the UNION. The UNION shall limit its posting of notices and bulletins to such bulletin boards. The COUNTY shall make a good faith effort to post all available COUNTY job openings on or before the opening date. The bulletin board shall be official place for such postings. The "Clackamas County Job Opportunities" email traditionally delivered on Thursdays will serve as a proper means of notice under this article.

All job opening will remain open not less than six (6) calendar days after they have been posted by means of an internal DTD email to all staff or by the Clackamas CCJO email. Job postings will be physically posted at the McCoy building.

4. Visits by Union Representatives

The COUNTY agrees that accredited representatives of the UNION, whether local UNION representatives, District Council representatives, or International representatives, upon proper introduction, may have reasonable access to the premises of the COUNTY to investigate working conditions.

5. Negotiating Sessions

The Board of County Commissioners or its designee(s) shall meet at mutually convenient times with the UNION negotiating committee. All negotiating sessions shall be held on the COUNTY'S premises. The UNION negotiating committee shall consist of not more than three (3) members selected by the UNION. Employees participating in UNION-COUNTY negotiation sessions shall be permitted to do so without prejudice to their compensation, subject to advance notice to the COUNTY of the nature, purpose and extent of session.

6. Agreement Publication Costs

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

7. Education and Training

The UNION and the COUNTY will jointly develop training programs for employee training and the upgrading of employee skills.

8. Labor Management Committee

The COUNTY and the UNION agree to the establishment of a joint labor/management committee. The committee shall meet at least once each quarter and, upon agreement, may meet at any other time. The committee meetings shall be held during working hours, on the County's premises, and without loss of pay. The committee is a vehicle for communication, discuss procedures for avoiding grievances, and to promote harmonious labor/management relations.

The committee shall be comprised of a maximum of six (6) members (equally divided between labor and management). In addition to these members, the Director of Employee Services (or designee) and an AFSCME staff representative may participate in the discussions and decisions. Management and the Union will appoint their

respective members, hopefully, in a manner which is representative of the different divisions of the Department of Transportation and Development.

9. Electronic Mail

- A. Union representatives may use the County email system to communicate concerning collective bargaining matters.
 - 1. "Collective bargaining matters" means any of the following:
 - (a) Official Union announcements to the Union membership (such as meeting subjects, dates and times);
 - (b) the meaning, interpretation or application of this Agreement;
 - (c) the presentation and adjustment of grievances under Article 22 of this Agreement;
 - (d) matters directly related to the collective bargaining relationship between the County and the Union.
- B. Union members may use the County email system to contact Union representatives regarding collective bargaining matters, including any of the following purposes:
 - 1. To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
 - 2. to ask a question regarding meaning, interpretation, or application of this Agreement;
 - 3. to present a grievance regarding the meaning, interpretation or application of this Agreement;
 - 4. to request Union representation in matters concerning the meaning, application or interpretation of this Agreement.
- C. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.
- D. The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union elections, or otherwise).

10. Temporary Employment with the Union

Upon request of the Union, the County may grant a leave of absence for an employee to engage in temporary employment with the Union. The Union and the County shall enter into a Memorandum of Understanding (MOU) that describes the terms and conditions of temporary employment with the Union.

11. Lunch and Learns

The Employer will support brown bag lunches by the Union by providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance, as work needs allow and in compliance with Article 7, Section 11 Flexible Scheduling. Employees may attend such lunches during their non-work time

ARTICLE 5 - UNION SECURITY AND CHECKOFF

The COUNTY and the UNION agree to a "Fair Share" agreement for all regular and regular part-time employees described and included in Article 2 of this Agreement.

Inasmuch as it is required that the UNION represent every employee within the bargaining unit, making each employee thus a recipient of the UNION's services, it is mutually agreed and recognized by the parties that each employee who is a member of the bargaining unit set forth in Article 2 to which the UNION serves as the bargaining agent, but who is not a member and chooses to remain not a member of the UNION, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the UNION, which amount shall be deducted monthly from each UNION member's and each non-UNION member's compensation and remitted monthly to the Treasurer of the UNION.

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

A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting UNION membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and bylaws of the UNION and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform, in writing, the COUNTY and the UNION of his/her objection. The employee will meet with representatives of the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular UNION membership dues to a non-religious charity.

Employees who are current members of the Union at the signing of this agreement or

who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however there shall be a five (5) day window period each year during which the employee may drop their membership without penalty and become subject to the fair share agreement. The five (5) day window period shall commence on the anniversary date of the signing of the contract.

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

ARTICLE 6 - P.E.O.P.L.E.

(PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY)

1. The COUNTY agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employee to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.
2. The COUNTY shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to the Treasurer of the PEOPLE Committee, AFSCME COUNCIL NO. 75, Salem, Oregon.
3. All PEOPLE contributions shall be voluntary and may be revoked at any time by giving written notice to the UNION and the COUNTY. It is expressly understood that PEOPLE contributions are not required as a condition of employment.
4. The UNION shall indemnify and save the COUNTY harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the COUNTY for the purpose of complying with the provisions of this Article.

ARTICLE 7 - HOURS OF WORK

1. **REGULAR HOURS.**
The regular hours of work each day shall be consecutive except for interruptions for lunch period and emergencies.
2. **WORK WEEK.**
The work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday or four (4) ten (10) hour days, inclusive except for employees in continuous operations discussed below; and except as may be modified by Articles 15, 16, or 17.

3. WORK DAY.

The work day shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times, except as may be modified by Articles , 16, or 17.

4. WORK SCHEDULES.

Work schedules showing the employee's shift, work days and hours shall be posted on all department bulletin boards at all times. Work schedules for any work shift shall not be changed unless the changes are posted for fourteen (14) calendar days prior to the change, except for emergency work described in Section 10 and flexible scheduling described in Section 11.

5. CONTINUOUS OPERATIONS.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive days.

6. SHIFT PREFERENCE.

Whenever there is more than one (1) shift within the same job classification, within a division, employees shall be granted, at their request, preference of shift according to their respective seniority within the affected classification in the division. Provided, however, that shift changes may be made only when a vacancy occurs on another shift, and provided further, that the employee is qualified to perform the duties set forth in the classification description for the position on the other shift. Disputes concerning the qualifications of an employee to select a shift may be filed as a grievance in accordance with Article 22.

7. REST PERIODS.

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever reasonable. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift, when it is anticipated the overtime is expected to extend a minimum of one and one-half (1 1/2) hours, except as may be modified by Articles 15, 16, or 17.

8. MEAL PERIODS.

Employees whose regularly scheduled shift begins between 3:00 P.M. and 12:00 midnight shall be granted a lunch period on COUNTY time of at least one-half (1/2) hour during each work shift. All other employees shall be granted a lunch period on employee time of at least one-half (1/2) hour during each work shift. Whenever possible, such meal period shall be scheduled in the middle of the shift. The COUNTY shall permit any employee who is requested to and does work more than two (2) hours beyond their regular quitting time, one-half (1/2) hour off for a meal. Whenever possible, this meal period shall be scheduled at or near the end of the employee's regular shift.

9. CLEANUP TIME.

The COUNTY shall provide the required facilities for the employee's cleanup.

10. EMERGENCY WORK SHIFT.

Employees will be paid Emergency Shift pay as defined in Article 14(23) when the following conditions are met:

- 1) The County Determines the need for emergency coverage; and
- 2) The Director of the Department or designee has declared an emergency with an effective date/time; and
- 3) The Incident Commander, or designee, assigns employees to perform work that aids in the County's response to the emergency; or
- 4) There is a change from the employee's regular working hours to a shift that provides for twenty-four (24) hour emergency coverage.

Overtime will be paid at the rate of time and a half (1½) of the base pay plus emergency shift pay.[Move to Article 14(23)]

Continuous Work Shift. In the event an employee's shift is continuous from one work day to a new work day such continuous hours shall apply to the day the shift began, except in no circumstance shall an employee receive more than 24 hours pay for one day. Any hours in excess of 24 shall be attributed to the following day at the overtime rate. Management will assure that employees that worked an emergency shift will have an opportunity to work a forty hour week, unless such schedule would be in conflict with law or other parts of the contract.

An employee shall maintain their right to a regular shift and may be transferred to their normal shift at the end of the emergency without penalty Employees who are on-duty for more than sixteen (16) hours will not resume their regularly scheduled shift without an eight (8) hour unpaid rest period. Employees may be called back to finish their regular shift after the eight (8) hour unpaid rest period if four (4) or more hours remain of that shift.

11. FLEXIBLE SCHEDULING.

A. Employees may request flexible scheduling which permits infrequent modification of hours of work on a case-by-case basis. The purpose of this flexibility is to allow employees, with the approval of management, the ability to adjust the hours of a work shift.

Flexible scheduling must meet the following criteria:

1. Employee requests for flexible scheduling must be submitted in writing at least twenty-four hours in advance, unless the COUNTY waives said requirement(s).
2. Adjustments to hours of work must:
 - a. Not normally exceed four (4) hours;
 - b. Be mutually beneficial to the employee and the COUNTY;
 - c. Not negatively affect other employees;
 - d. Not impede customer service or normal work processes;
 - e. Not generate additional labor costs;
 - f. Occur during the same work day or FLSA work week.

- B. An employee who works a flexible schedule and works in excess of eight (8) hours per day, or ten (10) hours for employees scheduled to work a four-day work week, will be eligible for overtime subject to Article 14, Section 9 – Wages-Overtime.

ARTICLE 8 - HOLIDAYS

1. HOLIDAYS.

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

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)
- Every day appointed by the Board of County Commissioners as a holiday,
- Floating holiday - One floating holiday of ten (10) hours shall be granted to each employee on January 1 of each year. Floating holidays may be used in hour increments. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be.

New employees, who qualify for paid holidays, are eligible for a floating holiday after 90 calendar days of employment.

A holiday shall start at midnight and end at midnight of the day recognized by the County as the holiday.

2. HOLIDAY PAY.

Eligible employees on the four (4) day work week, ten (10) hours per day (4 10s) shall receive ten (10) hours of pay for each of the holidays listed above on which they perform no work.

Eligible employees on the five (5) day work week, eight (8) hours per day (5 8s), shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work.

3. WEEKEND HOLIDAYS.

For employees on an eight (8) hour five (5) day work week, whenever a holiday shall fall on the first day off, the preceding day in the regular work week shall be observed as a holiday. Whenever a holiday shall fall on the last day off, the following day of the regularly scheduled work week shall be observed as a holiday.

For employees on a ten (10) hour four (4) day work week, whenever the holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be observed.

4. HOLIDAY DURING LEAVE.

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

5. HOLIDAY WORK.

If an employee works on any of the holidays listed above, an employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1½) an employee's regular rate of pay. For the purpose of computing overtime on holidays, a week in which a holiday occurs on any day shall be considered a thirty-two (32) hour work week, and all work beyond thirty-two (32) hours shall be considered overtime, based upon an employee's regular hourly rate. Should two (2) holidays occur in the same week, the work week will then be considered as twenty-four (24) hours, and all work beyond twenty-four (24) hours shall be overtime. If Christmas Day or New Year's Day falls on a Friday, Saturday or Sunday, any employee called into work on an emergency shall be paid for a minimum of four (4) hours at double time and one-half (2½) of the employee's regular rate of pay, and double time and one-half (2½) of the employee's regular rate of pay for each hour worked in excess of four (4) hours.

ARTICLE 9 - SICK LEAVE

1. ACCRUAL.

Paid sick leave shall accrue at the rate of eight (8) hours for each full calendar month of service to be used in the event of an employee's illness or illness of a member of an employee's immediate family. Sick leave shall be accrued without limit. Seasonal, temporary and part-time exempt employees shall not accrue sick leave. Sick leave shall accrue during any calendar month in which the employee is in a paid status for at least 88 hours (prorated for FTE status) in the preceding month.

2. IMMEDIATE FAMILY.

An employee's immediate family shall be defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, children, brother, sister, grandparents, stepchildren, stepparents, father-in-law, mother-in-law, sister-in-law, brother-in-law and grandchildren. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Department Director or his/her designee(s) upon request.

3. UNUSED SICK LEAVE AT THE TIME OF RETIREMENT.

Pursuant to ORS 237.153, the COUNTY shall report all allowable sick leave hours to PERS upon an employee's separation from COUNTY employment.

4. REGULAR PART-TIME EMPLOYEES.

Regular part-time employees shall be granted sick leave on a pro rata basis using a 2080 hour base.

5. USE OF SICK LEAVE.

Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of illness, off the job injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or death in their immediate family requiring the presence of the employee, for such period as the employee has sick leave credit. If the COUNTY has reasonable suspicion of sick leave abuse, the employee may be required to provide appropriate documentation of illness as deemed necessary by management. Any requests for documentation cannot be arbitrary or capricious. If the employee is under a doctor's care, a doctor's certificate shall be considered appropriate documentation.

ARTICLE 10 - VACATION LEAVE

1. ACCRUAL.

Vacation leave with pay shall accrue at the rate shown on the first day of the month for each preceding calendar month worked in accordance with the following schedule. Vacation leave shall accrue during any calendar month in which the employee is in a paid status for at least 88 hours (prorated for FTE status) in the preceding month. It is recognized that in all cases, service shall be interpreted to mean continuous County service. Continuous service for the purpose of determining eligibility for accelerated vacation accrual rates shall be service unbroken by separation from County employment that results in a new date of hire. Vacation accrual shall not be reduced except by breaks in service occurring after July 1, 1991.

A. Basic Vacation Plan

Employees hired prior to January 1, 2001 who have elected not to participate in the Vacation Sell Back Program shall accrue vacation in the following manner:

1. Employees having served in the COUNTY service for six (6) consecutive full calendar months, shall be credited with fifty-two and two-tenths (52.2) hours of vacation leave.
2. After six (6) months, but less than five (5) years of service: 104.4 hours per year accrued at the rate of 8.7 hours per month.
3. Five (5) to ten (10) years, but less than ten (10) years of service: 128.4 hours per year, accrued at the rate of 10.7 hours per month.
4. Ten (10) to fifteen (15) years, but less than fifteen (15) years of service: 152.4 hours per year, accrued at the rate of 12.7 hours per month.
5. Fifteen (15) to twenty (20) years, but less than twenty (20) years of service: 176.4 hours per year, accrued at the rate of 14.7 hours per month.
6. After twenty (20) years of service: 200.4 hours per year, accrued at the rate of 16.7 hours per month.

B. Vacation Sell-Back Plan

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

1. Employees having served in the COUNTY service for one (1) full calendar month and was in a paid status for at least 88 hours (pro-rated for FTE status) shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours per month regardless of years of service.
2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell up to forty (40) hours of vacation time during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.

C. The maximum vacation accrual limits shall be 250 hours. Vacation accrual may be accumulated beyond these limits during the yearly cycle of April 1st through March 31st but will be reduced to 250 hours at the end of the business day on March 31st. Vacation accrual exceeding the 250 hour limit will not be compensated.

2. ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.

Regular part-time employees shall be granted vacation leave on a pro rata basis using a 2080 hour base.

3. VACATION TIMES.

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

4. TERMINATION OR DEATH.

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

ARTICLE 11 - OTHER LEAVES

1. GENERAL PROCEDURE FOR LEAVES OF ABSENCE.

Consistent with the needs of the COUNTY, leaves of absence with or without pay for a limited period not to exceed ninety (90) days may be requested for any reasonable purpose. Leaves of absence shall be documented and processed in accordance with COUNTY administrative procedures and shall be subject to approval by the Department Director. A leave of absence in excess of ninety (90) days must also be approved by the Board of County Commissioners.

Seniority will continue to accrue during all approved leaves of absence with and

without pay. Credit toward longevity, salary increases, sick leave and vacation will accrue only if an employee is in paid status for at least eleven (11) days, or nine (9) working days for employees on a four-day work week, in any month.

An employee who fails to return to work the following work day after the expiration of a leave of absence shall be deemed to have resigned, unless the employee, prior to the expiration of the leave of absence, has made application for and has been granted an extension of leave.

2. JURY DUTY.

When an employee is called for jury duty, or is subpoenaed as a witness in any litigation or administrative hearing process to which the employee is not a party, the employee will be granted absence from work and continued at full salary for the period of the required service, provided, however, the employee shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the COUNTY with a copy of the subpoena or other legal document requiring the employees presence. The copy of the subpoena or legal document will be given to the COUNTY in advance of the hearing or jury duty or, if that is not possible, then the copy must be furnished within 72 hours after the hearing or jury duty date. All money received as witness or jury fees, except for mileage payment received, must be signed over to the COUNTY unless such fees, or any portion of them, are earned on an employee's day(s) off or during other authorized leave of absence. Employees will be required to call their supervisor when less than a normal work day is required by jury or witness duty and report to work as instructed by their supervisor.

3. UNION BUSINESS.

In accordance with guidelines as provided for in Section 1 of this Article, an employee may request an unpaid leave of absence to participate in union activities that require them to be away from their place of employment. Not more than two (2) employees would be granted this type of leave at any one time. Employees who are granted this type of leave may use any accrued vacation or compensatory time. An employee returning from leave under this Section shall be reinstated to the employee's former position.

4. PARENTAL LEAVE.

Parental Leave will be granted in accordance with State and Federal law and will be administered as described in Employment Policy and Practice #10 and the Personnel Ordinance.

5. FAMILY MEDICAL LEAVE.

Family Medical Leave will be granted in accordance with State and Federal law and will be administered as described in Employment Policy and Practice #10 and the Personnel Ordinance.

6. LEAVE DONATION PROGRAM

Accrued vacation leave may be donated to another employee in accordance with State and Federal law and will be administered as described in Employment Policy & Practice #46.

7. EDUCATIONAL LEAVE.

After completing three (3) years of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school, when it is related to their employment and is consistent with the needs of

the COUNTY. The period of such leave of absence shall not exceed twelve (12) months in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes, for reasonable lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it is consistent with the needs of the COUNTY.

8. MILITARY AND OTHER SERVICE LEAVES.

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

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

9. COMPASSIONATE LEAVE.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence with pay in the event of the death of an immediate family member when approved by the Department Director or his/her designated representative to make household adjustments or to attend funeral services.

An employee shall be granted not more than three (3) hours of compassionate leave to attend the funeral or memorial service for a current Clackamas County employee or retiree.

ARTICLE 12 - HEALTH AND WELFARE

1. MEDICAL-COVERAGE.

The County agrees to contribute toward the monthly composite premium for each medical plan for fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10.

Effective July 1, 2015, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1306.25 provided the Union ratifies the CBA not later than noon on January 8, 2016.

Effective January 1, 2016, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1371.56.

Effective January 1, 2017, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2016 County Contribution.

Effective January 1, 2018, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2017 County Contribution.

The County agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the County.

Effective July 1, 2015, cash back will be \$152 per employee per month. This amount shall increase by 5% on January 1, 2016 to \$160, and by 5% on January 1, 2017, and January 1, 2018.

2. FLEXIBLE BENEFITS.

The County agrees to provide a Clackamas County Flexible Benefit Program to employees who are working in a position regularly scheduled for 30 hours or more per week. Bargaining unit employees agree to cooperate fully with the Risk & Benefits Division regarding participation and administration of the program.

3. LIFE INSURANCE.

The County agrees to provide life insurance coverage to fulltime employees, effective on the first day of the month following the benefit-waiting period described in Paragraph 9. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Paragraph 10.

The County agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

4. DENTAL INSURANCE.

The County agrees to provide dental coverage to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Paragraph 9. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Paragraph 10.

The County agrees to contribute monthly an amount equal to 100% of the composite premium for each full coverage dental plan. When allowed under federal and state law, employees may choose to opt out of dental coverage or opt down to a less expensive plan and receive cash back for the difference (less applicable payroll taxes and PERS/OPSRP contributions).

5. DISABILITY INCOME INSURANCE.

The County agrees to provide non-duty disability insurance coverage to fulltime employees, effective on the first day of the month following the benefit waiting period described in Paragraph 9. The design of the disability plan shall be determined by the Benefits Review Committee as described in Paragraph 10.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60% of covered salary, including longevity, up

to a maximum covered salary of \$3333 per month.

6. POSTHUMOUS BENEFITS.

In the event of the death of an employee, the COUNTY shall continue medical and dental coverage for surviving eligible family members for a period of six (6) calendar months.

7. FULL-TIME EMPLOYEES.

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week.

8. BENEFITS FOR REGULAR PART-TIME AND JOB SHARE EMPLOYEES.

Regular part-time and job share employees working at least twenty (20) hours per week shall be entitled to County-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4.

9. BENEFITS WAITING PERIOD.

Benefits shall become effective on the first day of the month following at least two (2) months of continuous employment. Continuous employment shall be defined as being in a paid status during the entire benefits waiting period, except for an unpaid period not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

10. BENEFITS REVIEW COMMITTEE.

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost.

The committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting the provision of the Article shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt the provisions of this Article will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer voting members than it is entitled, but retain the same number of votes as described above. The County or the Union may invite other nonvoting members to attend meetings as needed to facilitate committee business. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least 120 days prior to the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

The County and the Union will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase at or less than five percent (5%) each year.

11. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER.

The COUNTY shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The COUNTY does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

12. HEALTH REIMBURSEMENT ACCOUNT

The COUNTY shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account a HRA.

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

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

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

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

13. DEFERRED COMPENSATION PLAN

Subject to applicable federal regulations, the County agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the County's Deferred Compensation program, at the rate of five percent (5%) of their pre-tax wages, unless he or she chooses to opt out of the program or change the rate of contribution. New employees include newly hired employees, rehired employees and employees

changing employment status from temporary to regular. This provision will become effective no later than 60 days following the final approval of this agreement by both parties.

ARTICLE 13 - WORKERS COMPENSATION

1. COVERAGE.

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

2. COMPENSATION PAYMENT.

The COUNTY shall compensate the employee from the Risk Management Claims Fund for on-the-job injuries where the claim has been accepted in an amount to ensure the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of injury and would have continued to receive had there been no injury.

- (a) The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
- (b) The waiting period as described in ORS 656.210, will be charged to sick leave.
- (c) The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State law.
- (d) While the employee is receiving wage continuation under this provision, he/she will continue to receive all other COUNTY health and welfare benefits he/she was enrolled in at the time of injury unless prohibited by law, rule, regulation or provider contract.

ARTICLE 14 - WAGES

1. WAGES AND CLASSIFICATION SCHEDULE.

After ratification by both parties, employees shall receive a 2.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2016, employees shall be compensated for the fiscal year 2013-2014 with a minimum increase of 2% and a maximum of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

Effective July 1, 2017, employees shall be compensated for the fiscal year 2014-2015 with a minimum increase of 2% and a maximum of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

Effective July 1, 2015 the Accountant I classification will be adjusted upwards at the minimum and maximum salary rates by \$0.38 per hour. Effective July 1, 2015 the wage rate for each employee in the Accountant I classification will be increased by \$0.38 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accountant II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.50 per hour. Effective July 1, 2015 the wage rate for each employee in the Accountant II classification will be increased by \$0.50 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accountant, Senior classification will be adjusted upwards at the minimum and maximum salary rates by \$0.66 per hour. Effective July 1, 2015 the wage rate for each employee in the Accountant, Senior classification will be increased by \$0.66 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accounting Specialist I classification will be adjusted upwards at the minimum and maximum salary rates by \$0.21 per hour. Effective July 1, 2015 the wage rate for each employee in the Accounting Specialist I classification will be increased by \$0.21 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accounting Specialist II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.24 per hour. Effective July 1, 2015 the wage rate for each employee in the Accounting Specialist II classification will be increased by \$0.24 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay

earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Administrative Analyst II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.50 per hour. Effective July 1, 2015 the wage rate for each employee in the Administrative Analyst II classification will be increased by \$0.50 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Administrative Analyst, Senior classification will be adjusted upwards at the minimum and maximum salary rates by \$0.53 per hour. Effective July 1, 2015 the wage rate for each employee in the Administrative Analyst, Senior classification will be increased by \$0.53 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Administrative Assistant classification will be adjusted upwards at the minimum and maximum salary rates by \$0.22 per hour. Effective July 1, 2015 the wage rate for each employee in the Administrative Assistant classification will be increased by \$0.22 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Customer Information Specialist classification will be adjusted upwards at the minimum and maximum salary rates by \$0.21 per hour. Effective July 1, 2015 the wage rate for each employee in the Customer Information Specialist classification will be increased by \$0.21 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Office Specialist I classification will be adjusted upwards at the minimum and maximum salary rates by \$0.08 per hour. Effective July 1, 2015 the wage rate for each employee in the Office Specialist I classification will be increased by \$0.08 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Office Specialist II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.16 per hour. Effective July 1, 2015 the wage rate for each employee in the Office Specialist II classification will be increased by \$0.16 per hour. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

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

When any position not listed on the Wages and Classification Schedule is established, the COUNTY shall designate a salary grade for the position. In the event the UNION does not agree that the grade is proper, the UNION shall have the right to submit the issue as a grievance at Step IV of the Grievance Procedure.

Effective July 1, 2013, salary grades will no longer identify steps/pay rates, except for skill based pay. Salary grades will identify a pay range to include a minimum pay rate, (previously Step 1), midpoint pay rate and a maximum pay rate (previously Step 6.) Employees' classification, salary grades, and pay rates will not change.

Prior to July 1, 2013, If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, he/she shall receive a merit step increase of on each of his/her anniversary dates until he/she has reached the top of the range. The move from steps to ranges is not intended to change the requirements or process from how employees currently receive their annual salary increase.

After July 1, 2013, if an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, he/she shall receive an increase of 3.5% on each of his/her anniversary dates until he/she has reached the top of the range.

2. LONGEVITY PAYMENT.

Employees covered by the bargaining unit will be eligible for longevity pay as a percent of base salary for total years of continuous County service in the listed amounts upon anniversary date. Continuous service for the purpose of determining eligibility for longevity pay shall be defined as service unbroken by separation from county employment that results in a new date of hire. Longevity pay shall not be reduced except by break in service occurring after July 1, 1991.

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

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

days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

3. OUT OF CLASS WORK.

For all other classifications covered by this agreement, excluding skill based pay classifications, out-of-classification pay shall be granted an employee if the employee performs any work for two (2) or more hours in any shift in a classification above that in which the employee is normally classified, provided prior to working out-of-classification, the supervisor has prepared a memorandum stating the need for the out-of-classification work and why the supervisor considers the employee qualified to perform such higher classification work and has received authorization from the Director of the Department of Transportation and Development or the designee, except for training purposes.

For the purposes of determining the appropriate salary rate according to promotional policy for out-of-classification work, the following shall apply:

- (a) As a minimum, the employee will be paid an additional five percent (5%) of his/her regular rate of pay, or at the minimum of the higher classification's salary grade, whichever is greater.
- (b) An employee shall be advanced salary rate in the TOC salary grade, if room exists, if the employee has served the appropriate accumulative hours worked at the previous TOC rate that would qualify an employee for a merit increase. The first increase in the TOC salary grade shall occur following the equivalent of six months work in the higher classification. Additional increases, if applicable, will be granted after accumulating 12 months additional TOC hours. Merit increases for a TOC assignment to a position with an Abbreviated salary grade shall be granted on a 6 month basis.
- (c) Following a temporary out-of-class assignment, the employee's pay rate shall be returned to the regular rate the employee would have held had they not been placed TOC. If a temporary out-of-class assignment is made prior to a promotion or reclassification, any salary rate increase given at the time of promotion or reclassification shall be made on the employee's regular pay rate. Any requests for a promotional appointment at a rate which exceeds five percent (5%) of the employee's regular pay rate, shall be considered an upper step appointment request. Any employee who is granted an upper step appointment following a TOC assignment will have their next merit eligibility date adjusted to one year following promotion.

An employee who has not been previously qualified cannot be required to work in a higher classification except during emergencies.

No out-of-classification pay will be allowed unless the employee has previously been qualified by the COUNTY and has been authorized to perform such out-of-classification work by the employee's immediate supervisor.

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

Out-of-classification pay is intended to apply only to work situations where the difference between work levels and duties and responsibilities are clear. These

situations are temporary in nature and not intended to provide higher level pay for an employee who gradually or through normal assignment believes they are working at a higher classified level which situation is to be addressed through the normal Department of Employee Services procedures.

4. PERS/OPSRP PAYMENT.

The COUNTY agrees to pay the employee's share of contribution on behalf of employees as set forth by the Oregon legislature.

In the event that during the life of this agreement, it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS/OPSRP, the COUNTY and the UNION agree to re-open this paragraph to negotiate the impact of such action. It is the intent of the parties that the employees will be made whole in terms of the six percent (6%) retirement contribution made by the COUNTY, such as having that sum contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account.

5. PREMIUM PAY.

Any Mechanic, Equipment Maintenance Coordinator, Welder/Fabricator or Service Technician assigned to field duties shall receive five percent (5%) above their regular rate of pay during the period they perform such duties.

6. REPORTING TIME.

Any employee who reports to work at the beginning of their regular scheduled shift, but where work is not available shall be excused from duty and paid at their regular straight time rate for eight (8) hours work for five (5) day work week or ten (10) hours work for four (4) day work week. Any employee who reports to work after the beginning of their scheduled shift may be excused from duty at the discretion of the COUNTY and not paid for that shift, except as may be modified by Article 15.

7. CALL-IN TIME. – Road, Bridge, Parks and Traffic Maintenance

The UNION shall provide the COUNTY with an Emergency Call-In list of employees in Road, Bridge, Parks, and Traffic Maintenance who are willing to be called to respond to short-term emergencies. Employees participating in the Stand-By Program (as described in Section 8) will receive priority for call out. Employees on the list but not participating in the Stand By Program are On-Call employees.

Any On-Call employee called to work outside of his/her regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1½) the employee's regular hourly rate of pay. The employee shall be paid only once regardless of how many times the employee is called out in the same four (4) hour period.

If any employee is called in to report to work not more than four (4) hours prior to his/her regular work shift, the employee will be allowed to work that time in addition to his/her regular work shift and will be eligible for overtime subject to Section 9. However, the employee may request to leave prior to the end of his/her regular work shift, subject to the approval of his/her immediate supervisor or manager.

The COUNTY will not be required to equally distribute emergency call-in overtime work as is required for scheduled overtime work as described in Section 11.

CALL-IN TIME – Building Codes Division

Any Building Codes Division employee called in to work outside his/her regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. For the purposes of this section, a 'call in' is defined as being asked to work on a day not normally scheduled or where the employee is called back to work or when an employee is called early in to work and such work is not contingent to the regularly scheduled shift. This work will be distributed using a call-in list of Building Codes Division inspection and/or plan review staff who are willing to work on Saturdays and Sundays.

If any Building codes Division employee is requested to report to work for less than or equal to four (4) hours prior to or following his/her regular work shift, the employee will be allowed to work that time in addition to his/her regular work shift and will be eligible for overtime subject to Section 9. However, the employee may request to flex his/her regular work shift for that day, subject to the approval of his/her immediate supervisor or manager.

8. STANDBY PAY.

The Standby Program is intended to provide a timely response to short-term emergency situations. Employees participating in this program will be required to respond to such emergencies while on Standby assignment. Any standby employee who fails to respond to a page or telephone call will be removed from the Standby Program for a period of (1) year. The COUNTY shall determine the required number and geographic location of standby workers.

Standby assignments shall be rotated on a weekly basis. While on standby assignment, standby employees shall carry a COUNTY-provided pager and/or cell telephone, drive COUNTY vehicles to and from work and ensure that the COUNTY vehicle carries the appropriate tools for an emergency response.

In the event of an emergency requiring a standby employee, C-Com/dispatcher or supervisor shall contact the employee(s) on standby assignment. If additional employees or equipment are required, the employee shall contact a supervisor who will dispatch any other employee(s) from the Emergency Call-In list and/or needed equipment. The supervisor shall maintain a record of employees contacted for each emergency.

While on Standby assignment, employees shall be compensated at a rate equivalent to (1) hour of straight time pay for each weekday, which is a day the employee is regularly scheduled to work, and at a rate equivalent to two (2) hours of straight time pay for each weekend day, which is defined as a day which an employee is regularly scheduled to be off, and each paid holiday (as listed in Article 7, Section 1 – Holidays). Standby pay is not payment for hours worked and may not be converted to compensatory time.

In the event a standby employee is called into work, he/she also shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½) his/her regular

hourly rate of pay. In the event a standby employee is called into work on Christmas Day or New Year's Day when either falls on a Saturday or Sunday, he/she shall be paid for a minimum of two (2) hours at the rate of two and one-half (2 ½) times his/her regular rate of pay.

The employee shall be paid only once regardless of how many times he/she is called out in the same two (2) hour period.

9. Shift Transition

a) Shift transition is defined as regular hours that an employee is unable to work due to scheduling decisions made by the County during an emergency/on-call situation or because of a required eight (8) hour rest period between emergency shifts.

b) When an employee is sent home after the beginning of their shift in order to be able to return to work at a later time the same day to complete their shift, shift transition shall not be paid for the hours the employee did not work.

If the employee is sent home to return to work the next day and is unable to work their regular scheduled hours on the day they are sent home, shift transition will be paid for the regular hours the employee was not able to work at the direction of the County.

c) Shift transition will not be paid when the County makes work available to an employee and the employee chooses not to work for their total scheduled hours in a single day (8 or 10 hours), regardless of the actual hours worked.

d) For purposes of shift transition a day is defined as the 24 hour period from midnight to midnight.

10. OVERTIME.

Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

(a) All authorized work performed in excess of eight (8) hours, in any work day for employees on a eight (8) hour five (5) day work week; or ten (10) hours in any work day for employees on a ten (10) hour four (4) day work week;

(b) All authorized work performed in excess of forty (40) hours, in any work week;

(c) All authorized work performed fifteen (15) minutes before or after any scheduled work shift paid at time and one-half for actual time worked., All authorized work performed on Saturday or Sunday; except as may be modified by Articles, 16, or 17.

(d) When computing overtime, all paid leave shall be considered hours worked.

11. EXCEPTIONS.

The overtime rate specified above for Saturday and Sunday work shall not be paid employees for whom these days are regularly scheduled days of work.. These employees shall be paid time and one-half (1½) for all work performed on their regular scheduled days off, except as may be modified by Articles 16, or 17.

12. DISTRIBUTION.

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within the same job classification who voluntarily place their name on a roster to work overtime work; provided however, that exceptions may be made subject to mutual approval by the COUNTY and the UNION. If an employee whose name is on the voluntary overtime roster declines overtime work for other than valid reasons as determined by the COUNTY two separate times within a thirty (30) day period, that employee's name may be removed from the roster for ninety (90) days. If a sufficient overtime work force cannot be provided by the use of the voluntary roster, either because of a deficiency in the number of individuals on the roster or a lack of qualified individuals, then overtime will be required for all employees and distributed equally as is reasonable among employees with comparable skills within the same job classification. Failure to work required overtime may be subject to disciplinary action short of discharge.

In the event this article or portion thereof becomes unenforceable and/or problematic due to unforeseen circumstances, either party may submit a request, in writing, and be granted a meeting in order to attempt to resolve the issue in question.

13. COMPENSATORY TIME OFF.

The COUNTY may at the request of the employee approve compensatory time off equal to one and one-half (1½) hours off for each hour of overtime worked in lieu of overtime pay. Compensatory time off shall be scheduled at the discretion of and consistent with the needs of the COUNTY. Such leave shall not accrue beyond 240 hours.

14. PAY FOR ACCUMULATED COMPENSATORY TIME.

All accrued hours in excess of eighty (80) shall be used by the end of each fiscal year (June 30th) or paid in cash. Therefore, all employees will be paid automatically in July for compensatory time accrued in their name as of June 30th, over the allowable carry forward of eighty (80) hours.

Any employee who would have an accrued balance of eighty (80) hours or less after June 30th may elect to receive a payoff of any number of his/her compensatory hours by making a written request to payroll no later than July 1st.

Any employee with an accrued balance as of October 31st may elect to receive a payoff in November of any number of his/her compensatory hours by making a written request to Payroll no later than November 10th.

All compensatory time will be paid at the employee's regular rate of pay at the time of payment.

15. TRAVEL PAY.

Whenever an employee is required to report for work at any location other than their established place of reporting, the employee shall be paid at the current County Travel Policy rate per mile from the established reporting place for the use of their personal transportation to and from the temporary new location.

16. PORTAL TO PORTAL PAY.

Employees shall report to their regular place of reporting at the designated starting

time of the shift and shall return to their reporting place so as to be off work by the designated quitting time.

17. PAY DAY.

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

18. INSPECTORS.

Whenever an inspector or plans examiner is asked by their supervisor to work in an inspection discipline for which they are certified by the State of Oregon, but is different from that which they are currently classified, they will receive an add to pay of 5% above the hourly wage for the day(s) they are inspecting in that discipline.

19. LEADWORKER PAY.

Within the Bridge and Traffic Maintenance Division, an employee assigned lead work responsibilities beyond his/her regular job duties shall be compensated with premium pay at the rate of \$1.00 per hour for small teams, \$2.00 per hour for medium teams and \$3.00 per hour for large teams. The COUNTY shall identify the small, medium and large teams and shall identify the corresponding duties of the lead worker for each team.

Lead worker pay will not be awarded to employees whose typical job duties include lead work responsibilities, or to employees working with helpers.

20. COMPUTATION OF HOURLY RATE.

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

21. SKILL BASED PAY.

The UNION and the COUNTY agree to abide by the Skill Based Pay Plan developed for Roads Maintenance, Bridge Maintenance Workers and Traffic Maintenance Workers attached to this Agreement and marked "Appendix A."

22. Emergency Shift Pay

An employee designated to work an emergency shift as defined in Article 7(10) shall be paid their regular hourly rate plus \$1.50/hour.

Overtime will be paid at the rate of time and a half (1 ½) of the regular rate of pay plus emergency shift pay.

23. RECLASSIFICATION/PCQ REVIEW

If an employee is reclassified into a currently existing classification, the employee shall be reclassified effective the date the employee and/or supervisor signed the Position Classification Questionnaire (PCQ), whichever signed first, and shall receive retroactive pay, if any, to that date. The employee's merit date shall be changed to one year from the effective date of the reclassification.

If an employee is reclassified into a newly developed classification, the employee's reclassification date will be the date the new classification was approved by the County Administrator. The employee's merit date shall be changed to one year

from the effective date of the reclassification. The employee may be eligible for up to six month's retroactive temporary out of classification pay (TOC) if it is determined that the employee was performing at least 75% of the new classification's duties prior to the new classification's creation.

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

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

ARTICLE 15 - FOUR DAY WORK WEEK

It is mutually agreed that whenever possible, consistent with the needs of the COUNTY, employees will be employed on a four (4) day work week ten (10) hour day basis, rather than that set forth in Articles 7, 8, 9, 10 and 14. Therefore, for those employees for whom the COUNTY designates and schedules a four (4) day work week the following amendments to the above mentioned Articles will be effective while so scheduled and designated by the COUNTY.

1. HOURS OF WORK (Amendment to Article 7).

- (a) Work Week. The work week shall consist of four (4) consecutive ten (10) hour days. However, an employee may request a work schedule of four (4) nonconsecutive workdays (split workweek), subject to the approval of management. Such approval shall not be arbitrarily denied, but management retains the right to deny such request, or withdraw approval with seven (7) days advance notice, consistent with the needs of the COUNTY to provide public service.
- (b) Work Day. The work day shall consist of the ten (10) consecutive hours of work, except for lunch periods, as shown on the Employees' Work Schedule. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and stopping times.
- (c) Continuous Operation. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of four (4) consecutive days, except for split workweeks described in paragraph (a) above.
- (d) Rest Periods. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) ten (10) hour shift. Rest periods shall be scheduled at the middle of each one-half ($\frac{1}{2}$) ten (10) hour shift whenever reasonable. Employees who, for any reason, work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift, when it is

anticipated the overtime is expected to extend a minimum of one and one-half (1½) hours.

2. HOLIDAYS (Amendment to Article 8).

(a) Weekend Holidays. Whenever a Holiday shall fall on the first of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in an employee's regular work week shall be observed as a Holiday. Whenever a Holiday shall fall on the second or third of the three (3) days not included in the employee's regularly scheduled work week, the following day in the employee's regular work week shall be observed as a Holiday.

(b) Holiday Work. If an employee works on any of the Holidays listed above, the employee shall, in addition to their Holiday pay, be paid for all hours worked at the rate of time and one-half (1½) the employee's regular rate of pay. For the purpose of computing overtime on Holidays, a week in which a Holiday occurs on any day shall be considered a thirty (30) hour work week, and all work beyond thirty (30) hours shall be considered overtime, based upon an employee's regular hourly rate. Should two (2) Holidays occur in the same week, the work week will then be considered at twenty (20) hours, and all work beyond twenty (20) hours shall be overtime. When computing overtime, all paid leave shall be considered as time worked.

3. SICK LEAVE (Amendment to Article 9).

(a) Accrual. Employees shall accrue sick leave at the rate of eight (8) hours for each month worked, to be used in the event of their illness or illness of a member of an employees' immediate household. Sick leave shall be accrued without limit. If the COUNTY has reasonable suspicion of sick leave abuse, the employee may be required to provide appropriate documentation of illness as deemed necessary by management. Any requests for documentation cannot be arbitrary or capricious. If the employee is under a doctor's care, a doctor's certification shall be considered appropriate documentation.

4. VACATION LEAVE (Amendment to Article 10).

(a) Accrual. Employees having served in the COUNTY service for six (6) consecutive full calendar months shall be credited with 52.2 hours vacation leave and thereafter vacation leave shall be accrued in accordance with Article IX, Section 1, Accrual, Subsections (a) through (e).

5. WAGES (Amendment to Article 14).

(a) Reporting time. Any employee who reports to work at the beginning of their regular scheduled shift, but where work is not available, shall be excused from duty and paid at the employee's regular straight time rate for ten (10) hours' work. Any employee who reports to work after the beginning of the employee's scheduled shift may be excused from duty at the discretion of the COUNTY and not paid for that shift.

(b) Overtime. Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All authorized work performed in excess of ten (10) hours, in any workday;
 2. All authorized worked performed on Friday, Saturday and Sunday;
- (c) Exceptions. The overtime rate specified above for Friday, Saturday and Sunday work shall not be paid employees for whom these days fall regularly within the first four (4) days of their work week. These employees shall be paid time and one-half (1½) for all work performed on the fifth (5th), sixth (6th) and seventh (7th) day of their regular work week.

ARTICLE 16 - JOB SHARE

1. DEFINITION.

"Job sharing position" means a regular full time position that may be held by two individuals on a shared time basis whereby the individuals holding the position each work 50% of the time.

2. DETERMINATION.

Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Director of the Department to be considered for job share positions. The Department Director shall determine if job sharing is appropriate for a specific position.

Determination of job sharing or the continuance of a job sharing position is the exclusive right of the Department Director.

If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Department Director has the right to determine if job sharing is still appropriate for the position. If the Department Director determines that job sharing is not appropriate for the position or the Department Director is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a regular full time basis.

3. PROBATIONARY PERIOD.

The probationary period for job share employees shall be the same as for a regular full time employee.

4. MERIT INCREASES AND PERFORMANCE APPRAISALS.

Job share employees shall be eligible to move for merit increases on the same time schedule as a regular full-time employee.

5. LONGEVITY.

Job share employees shall be eligible for longevity pay on the same time schedule as a regular full-time employee.

6. VACATION LEAVE AND SICK LEAVE.

Job sharing employees shall accrue vacation leave and sick leave on a prorated basis.

7. HOLIDAYS.

Job share employees will share equally in holiday compensation on a 50/50 split. However, with management's approval, employees may adjust their work

schedules to accommodate a prorated holiday work week.

8. HEALTH AND WELFARE.

Job sharing employees shall be entitled to health and welfare benefits as described in Article 12.

9. LAYOFF.

For purposes of layoff and bumping, individuals filling a job share position will be considered as separate individuals for determining service credits (merit/seniority). Seniority for layoff and bumping purposes shall be granted similarly to regular part-time positions which is on a pro rata basis using a 2080 hour base.

ARTICLE 17 - FERRY OPERATORS

It is recognized by the COUNTY and the UNION that the Ferry Operators represent a separate and unique scheduling requirement.

Their status is defined as follows:

1. REGULAR FULL TIME.

Ferry Operators are regular full-time employees.

2. WORK WEEK.

The Ferry Operators' work week shall consist of forty (40) hours worked on consecutive days.

3. WORK ASSIGNMENT.

On occasion, it may be necessary to modify work assignments in order to achieve the forty (40) hour work week obligation. Management has the right to meet that requirement by assigning Ferry Operator(s) to the Bridge Maintenance Section. During such assignments, the work schedule will be either ten and one-half (10½) hours or eight and one-half (8½) hours, depending on the schedule in place at the time. In either situation, the Ferry Operator will have an unpaid one-half (½) hour lunch.

4. OVERTIME.

The work shift schedule shall be developed in partnership with the UNION and COUNTY. Overtime will be paid for work in excess of eight (8) hours in a single work shift or work in excess of forty (40) hours in any continuous period of working days in any work week.

5. FERRY WORK SHIFT.

An eight (8) hour shift worked at the Ferry shall be seven and one-half (7½) hours continuous.

6. PERMANENT PLACE OF REPORTING.

Ferry Operator's permanent place of reporting will be the Canby Ferry site at time of ferry operation or the County Facility located at 902 Abernethy Road, Oregon City, Oregon, during time of non-operation.

ARTICLE 18 - PERSONNEL RECORDS AND INFORMATION

1. The parties agree as follows in regard to personnel records and information:
 - (a) An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in the employee's departmental personnel file.
 - (b) An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
 - (c) The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
 - (d) For purposes of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Department of Employee Services and/or by the employee's department or division.
 - (e) Material reflecting caution, consultation, warning, admonishment and reprimand placed in an employee's personnel file shall be retained for a maximum of three (3) years, unless there are repeat occurrences. No material reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. The employee's signature does not necessarily indicate agreement.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

1. **EMPLOYEES SUBJECT TO DISCIPLINARY ACTION.**

Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, suspension, discharge, or demotion; provided, however, in the case of regular employees, such action shall take effect only after the supervisor gives written notice of the action and cause to the employee except for cases of oral reprimand. The Union shall be notified of all discipline or proposed disciplinary action except for oral reprimand.
2. **REPRIMANDS SUBJECT TO APPEAL.**

Any regular employee in the bargaining unit who is disciplined in writing, demoted, suspended, or discharged shall have the right to appeal the action through Step V of the Grievance Procedure, and then to Step VI (Arbitration). An employee electing either Step VI (Arbitration) or a hearing as defined in the Personnel Ordinance shall thereby waive a hearing and decision in the other forum. The UNION shall submit any such grievance being appealed through the Grievance Procedure at Step I not later than ten (10) working days after the effective date of the disciplinary action.
3. **MANNER OF REPRIMAND.**

If the COUNTY has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

4. PREDISMISSAL HEARING.

When the Employer believes there is just cause for discharge, the employee involved will be suspended for five (5) days with pay or be allowed to continue work during the period of review. The employee and the UNION will be notified in writing at the time the action is taken that the employee is subject to discharge. Such notification shall state the reasons for which the employee is being discharged. The Employer shall provide to the employee an opportunity to respond to the charges at an informal pre-dismissal hearing which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action. The employee shall be entitled to have a representative of their own choosing at the pre-dismissal hearing for the purpose of providing advice and counsel to the employee.

The employee may be granted additional time, at the discretion of the Employer, to prepare for the pre-dismissal hearing.

5. PROBATIONARY EMPLOYEE GRIEVANCE.

A probationary employee shall be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of this agreement; however, this shall not include any matter involving discipline and/or discharge.

ARTICLE 20 - SENIORITY

1. Seniority shall be defined as meaning an employee's total length of continuous service with the COUNTY since the employee's last date of hire; if equal, the employee's total length of unbroken service within a department; if equal, the total length of service within the employee's job classification.

If all of the above elements are equal, the final determining factor will be the toss of a coin. Of those involved in the tie-breaker(s), the person whose last name begins with the letter nearest the beginning of the alphabet (and who is also involved in the particular toss) shall be the coin tosser.

2. For the purpose of computing seniority, all authorized leave shall be considered as time worked. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain full seniority except for such periods of layoff.
3. Whenever a bargaining unit position becomes available, for any reason, the COUNTY shall utilize the existing eligibility register. If no eligibility register exists, the COUNTY shall open a recruitment. The COUNTY shall first attempt to fill the position by certifying the qualified DTD bargaining unit applicants to the Department plus veterans eligible for preference under state law. When there are less than five qualified bargaining unit members on the list, sufficient additional qualified WES Department bargaining unit member applicants will then be added to the list such that the total certified equals five plus veterans eligible for preference under state law. When there are less than three qualified DTD and/or WES bargaining unit members on the list, sufficient qualified external applicants will be certified such that the total certified equals three plus veterans eligible for preference under state law. In the event there are no Bargaining Unit Members

qualified, the COUNTY shall certify qualified external applicants plus veterans eligible for preference under state law and qualified candidates to address affirmative action goals. In the case where more than one bargaining unit member is certified, and two or more are equally qualified, the COUNTY shall promote the most senior bargaining unit member.

ARTICLE 21 - LAYOFF

1. NOTIFICATION.

In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the COUNTY shall notify affected employees and the UNION in writing at least thirty (30) calendar days in advance of the effective date, except in emergency situations. Such notification will include a list of identified positions/classifications in which the employee may be qualified to bump. The COUNTY shall also provide the UNION with a layoff list.

Those employees who wish to participate in the bumping process must notify the Department of Employee Services (DES) in writing within five (5) working days after receiving their notice. Such notification must include a complete list of the employee's qualifications, skills and abilities. Those employees who do not notify DES will automatically be placed on layoff status and laid off on the specified date.

The COUNTY may make an extension when an employee is unable to submit forms within five (5) working days due to circumstances beyond the employee's control, such as illness, accident or vacation.

2. LAYOFF ORDER AND BUMPING RIGHTS.

Layoff order shall be established within the Department of Transportation and Development on the basis of seniority. Employees shall be laid off in reverse order of their seniority, except as modified in Paragraph 3. Laid off employees shall have the right to bump into regular positions or to displace temporary or seasonal employees at the same or lower level as outlined in Paragraph 5. A same level position is any position in a classification with the same maximum pay rate as the classification of the position being laid off. A lower level position is defined as any position in a classification with a lower maximum pay rate than the classification of the position being laid off.

3. EXCEPTION TO LAYOFF ORDER.

The Director of Transportation and Development may make an exception to the order of layoff when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. The judgment of the Director of Transportation and Development shall be sustained unless such judgment is shown to be arbitrary or capricious.

4. QUALIFICATIONS FOR BUMPING.

The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at

a satisfactory level of performance within thirty (30) calendar days.

Between the tenth (10th) and twentieth (20th) calendar day of this period, the COUNTY will provide the employee either with a written statement assessing their performance. On the 30th calendar day of this period, if the the employee is not performing satisfactorily, the employee will be give a minimum of 15 calendar days notice of intent to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which he/she was originally laid off.

The County will provide the employee with a reasonable orientation and guidance for the position.

5. OPTIONS FOR LAID OFF EMPLOYEES.

Laid off employees shall have the following options:

- (a) Accept the layoff.
- (b) Displace the employee with the lowest seniority in a position at the same or lower level classification in the department, provided the displacing employee is more senior and is qualified for the position as described in Paragraph 4.
- (c) Displace a temporary or seasonal employee at the same or lower level classification.

6. TEMPORARY EMPLOYEES.

Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification identified for layoff, all temporary and seasonal employees will be terminated and probationary employees shall be laid off before any regular bargaining unit employees are laid off.

7. PAY RATES.

An employee who displaces an employee in a lower pay range will be paid pay rate in the lower salary range which most closely approximates their current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

8. LAYOFF REGISTERS.

Any regular status employee who is laid off from a position, whether s/he accepts the layoff or bumps into another position, shall be eligible for recall to a position in the same classification for a period of three (3) years, without loss of seniority. Laid off probationary status employees will not be placed on a layoff register. Employees on layoff must keep the COUNTY informed of their current address and telephone number during the period of layoff.

A regular status employee who bumps into another position and then is subsequently laid off or bumps into another position shall be eligible for recall for a period of three(3) years to a position in the bumped classification.

A regular status employee who is laid off from the County and has no remaining bumping options shall be eligible for recall for a period of three (3) years to a

position at the same or lower level in any previously held classification.

A regular status employee who is laid off from the County and has no remaining bumping options may request placement on a layoff register for recall for a period of three (3) years to a position at the same or lower level. Such requests must be made in writing to the Director of Transportation and Development within thirty (30) days of the date the employee is laid off and are subject to the approval of the Director of Employee Services.

9. RECALL.

Recall shall be on the basis of seniority, with senior employees being recalled before junior employees, and before any new hires or transfers, Demonstrates possession of the required certifications, knowledge, and skill to meet the minimum qualifications of the classification. Laid off probationary and temporary employees do not have recall rights.

For purposes of recall, seniority shall be based on the date of seniority that the employee had on the day the employee received the layoff notice.

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

If recalled to a position in the previous classification, the recalled employee will return to the same pay range, subject to any cost of living adjustments or range changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, six (6) months after the date of recall. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

If recalled to a position in a different classification, the employee will be placed in the new pay range which most closely approximates his/her pay rate at the time of layoff, subject to any cost of living adjustments or range changes. Such employees shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

No recalled employee shall be paid at a rate that exceeds the maximum of the salary range for the classification to which the employee was recalled.

10. OPEN POSITIONS.

Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

11. MANAGEMENT/CONFIDENTIAL EMPLOYEES.

Management/Confidential employees who have previously held positions within AFSCME 350-0.

Management will notify the bargaining unit at least fifteen (15) days prior to its intent to lay off any management/confidential employee who may be eligible to exercise bumping rights into the bargaining unit.

Management/Confidential employees who are currently employed at the Department of Transportation and Development and who have previously held a position within the bargaining unit may bump into the bargaining unit with seniority limited to that accrued while employed within the bargaining unit.

Article 21, Sections 1 through 3, will not apply to employees who are bumping from management or confidential positions.

Article 21, Sections 4 through 10 will apply to Article 21, Paragraph 11.

ARTICLE 22 - SETTLEMENT OF DISPUTES

1. GRIEVANCE AND ARBITRATION PROCEDURE.

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP I. A UNION representative, and the employee at his/her option, may take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the occurrence; if at that time the representative is unaware of the grievance, the representative may take it up within ten (10) working days of the date upon which the representative knew or should have known of its occurrence. Under no circumstances may the grievance be taken up more than one hundred and twenty (120) calendar days after its actual date of occurrence. The immediate supervisor, the UNION representative, and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the immediate supervisor shall respond to the employee and the UNION representative in writing within ten (10) working days.

STEP II. If the grievance has not been settled, it may be presented in writing by the UNION representative or the UNION Grievance Committee and the employee at his/her option, to the Division Manager within ten (10) working days after the immediate supervisor's response is due. The Division Manager, the UNION representative and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Division Manager shall respond to the employee and the UNION representative or the UNION Grievance Committee in writing within ten (10) working days.

STEP III. If the grievance still remains unadjusted, it may be presented by the UNION representative or the UNION Grievance Committee and the employee at his/her option, to the Director of the Department within ten (10) working days after the Division Manager's response is due. The Director of the Department, the UNION representative and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director of the Department shall respond to the employee and the UNION representative or the UNION Grievance Committee in writing within ten (10) working days.

STEP IV. If the grievance still remains unadjusted, it may be presented by

the UNION representative or the UNION Grievance Committee and the employee at his/her option, to the Board of County Commissioners or to its designee(s) within ten (10) working days after the response of the Director of the Department is due. The Board of County Commissioners or its designee(s) shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Board of County Commissioners or its designee(s) shall respond in writing to the employee and the UNION representative or the UNION Grievance Committee within ten (10) working days.

STEP V. If the grievance is still unsettled, either party may request arbitration by written notice to the other within ten (10) working days after the reply of the Board of County Commissioners is due. However, by mutual agreement between the UNION and the COUNTY, any grievance filed under the terms of this Article may be referred to mediation prior to requesting Arbitration at Step V. Cost for mediation services shall be equally split between the UNION and the COUNTY.

STEP VI. ARBITRATION. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators with an office in Oregon or Washington shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. Each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of this agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so the arbitrator shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by the arbitrator shall be borne by the party against whom the arbitrator's decision is adverse.

When the Board of County Commissioners has denied a grievance and the arbitration is requested, the parties must, within one (1) year of the date the Board of County Commissioners denies the grievance, select an arbitrator and either party requests a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

2. CLASS ACTION GRIEVANCE.

If there is a breach of any provision of this Agreement affecting a group of employees, the UNION shall have the right to take up such breach.

ARTICLE 23 - CONTRACT WORK

At least twenty (20) calendar days notice will be given to the UNION before the COUNTY may contract out or subcontract, except in the case of an emergency as defined in Article 1.1.. The County will provide a copy of the memorandum detailing the scope of work to effect notice.

At least 90 calendar days notice will be given to the UNION before the COUNTY may contract out or subcontract, when such contracting out or subcontracting will result in the layoff of one or more regular employees. Layoffs under this process shall be conducted according to the procedures in Article 21 Layoff.

ARTICLE 24 - GENERAL PROVISIONS

1. NO DISCRIMINATION.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, disability, race, color, creed, national origin, or political affiliation. The UNION shall share equally with the COUNTY the responsibility for applying this provision of the Agreement.

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

The COUNTY agrees not to interfere with the rights of employees to become members of the UNION and there shall be no discrimination, interference, restraint, or coercion by the COUNTY or any COUNTY representative against any employee because of UNION membership or because of any employee activity in an official capacity on behalf of the UNION, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of COUNTY operations in serving and carrying out its responsibility to the public.

2. BULLETIN BOARDS.

3. EXISTING CONDITIONS.

All existing benefits and conditions shall be subject to negotiation with the UNION before being changed. Whenever any changes are proposed, the UNION will be notified in writing and the changes shall be posted prominently on the bulletin board for a period of ten (10) consecutive work days, by the conclusion of which the rules will be deemed accepted and approved by the UNION unless the UNION has given notice of intent to negotiate. If notice to negotiate is given, a reasonable time therefore will be allowed prior to the rules becoming effective.

4. RULES.

The COUNTY agrees to notify the UNION in writing and to furnish to the UNION copies of all future work rules to be posted prominently on the bulletin boards for a period of ten (10) consecutive work days, by the conclusion of which the rules will be deemed accepted and approved by the UNION unless the UNION has given notice of intent to negotiate. If notice to negotiate is given, a reasonable time therefore will be allowed prior to the rules becoming effective.

5. PROTECTIVE CLOTHING.

If any employee is required to wear protective clothing or any type of protective device, such protective clothing or protective device, unless normally provided by the employee according to industrial practices, shall be furnished to the employee by the COUNTY. The cost of maintaining the protective clothing or device including tailoring, cleaning and laundering shall be paid by the COUNTY.

The Labor/Management Committee will determine what employees by classification should be required to wear safety boots. Exceptions may be made to this list for an employee whose individual position requires the wearing of boots while the overall classification does not. Effective July 1, 2016, the County will provide up to \$170.00 per fiscal year for purchase or repair of such protective footwear subject to the employee providing a receipt.

6. TOOL REPLACEMENT/ALLOWANCE.

The COUNTY agrees to replace "in kind" the Bridge Maintenance Workers' and Mechanics' tools which are worn out or broken in the performance of their assigned duties for the COUNTY. When a tool is lost and can be verified by management that the tool was lost in the course of employment and was not due to employee negligence, the tool will be eligible for replacement.

In addition, Equipment Services Mechanics shall, on an annual basis, and upon presentation of a receipt(s), be eligible for reimbursement up to an amount of three hundred dollars (\$300) for tools used in the course of employment.

7. LAUNDERING FEES.

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

Road Maintenance Assistant
Road Maintenance Worker (Skill Based Pay)
Traffic Control Worker (Skill Based Pay)
Traffic Operations Specialist
Traffic Signal Electrician
Supervising Electrician
Bridge Maintenance Worker (Skill Based Pay)
Ferry Operator
Integrated Vegetation Management Coordinator
Transportation Maintenance Technician, Senior
Transportation Maintenance Technician
Equipment Maintenance Coordinator
Mechanic, Senior
Mechanic
Welder/Fabricator
Buyer

8. COMMERCIAL DRIVER'S LICENSE AND FERRY OPERATOR'S LICENSE – PHYSICAL EXAMINATION.

Any employee who is required to maintain a valid Commercial Driver License as a condition of employment shall also be required to maintain a valid Medical Examiner's Certificate. Any employee who is required to maintain a valid Ferry Operator's License as a condition of employment shall also be required to maintain the equivalent of a valid Medical Examiner's Certification. For employees who choose to have the physical examination conducted by a County provided physician, the COUNTY agrees to pay the incurred cost and provide up to a maximum of two (2) hours of paid leave time during a regularly scheduled work

day for such medical examination. If an employee chooses to have the physical examination on a regular day off, the COUNTY will pay only the incurred cost of the examination and will not provide any paid leave time. In order to be eligible for the paid examination and paid leave time, the examination must be scheduled through the Safety Coordinator's office.

(Moved to new Union Rights article.)

ARTICLE 25 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY

Many classifications within DTD require the employee to maintain a valid driver's license. When a driver's license is suspended or revoked, the County will make reasonable efforts for the employee to continue performing their regular duties. Such efforts will be based on the percentage of driving required by the position and work availability. Decisions concerning situations shall be fact driven and based on departmental work loads and availability of productive work.

1. LICENSE SUSPENSION POLICY.

This policy covers all DTD employees required to hold an Oregon Drivers License/Commercial Drivers License/U.S. Coast Guard Ferry Operator License to perform the essential functions of their job, and is subject to all applicable State and Federal laws.

Any revocation or suspension of license(s) is subject to the following:

Employees requiring a "Class C" Driver License

(a) For a loss of driving privileges up to, and including, forty-five (45) calendar days, the County will assign/provide work at the employee's current pay rate that he/she can perform without the requirement of the license, if such work is available. If work is not available, the employee may utilize any accumulated vacation or comp time during this period. The employee may be subject to a "Last Chance Agreement".

(b) For the loss of driving privileges exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee's return to duty may be subject to a "Last Chance Agreement".

(c) If any loss of driving privileges is due to substance abuse – either alcohol, prescription drugs, or non-prescription drugs, and treatment is ordered by the court or other legal authority, the employee will provide written verification to the County, from the treatment provider, verifying that the employee has undergone the appropriate treatment.

(d) For the loss of driving privileges exceeding ninety (90) calendar days, the employee may be discharged.

Employees requiring a “Commercial Driver License” (CDL)

(a) For any loss of driving privileges up to, and including, forty-five (45) calendar days, the COUNTY will assign/provide work at the employee's current pay rate that he/she can perform without the requirement of the license, if such work is available. The employee may be subject to a “Last Chance Agreement”.

(b) For the loss of commercial driving privileges (CDL) exceeding forty-five (45) calendar days up to one (1) year, where the employee is able to utilize their class "C" driver license, the County will assign/provide work at a reduced pay rate that he/she can perform without the requirement of the CDL license. This reduced rate shall be one (1) step below their current pay step in their current classification or 3.5% below their current pay rate, in salary grades with no steps. The employee may return to regular duties, at their regular rate of pay, upon acquiring the appropriate driving privilege (or license reinstatement). The employee may be subject to a “Last Chance Agreement”.

(c) For the loss of all driving privileges (CDL & class "C") exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee may be subject to a “Last Chance Agreement”.

(d) For the loss of all driving privileges (CDL and Class C), exceeding ninety (90) calendar days, the employee may be discharged.

Employees requiring a “U.S. Coast Guard Ferry Operator License”

(a) For any loss of ferry operating privileges up to, and including, forty-five (45) calendar days, the County may assign/provide work at the employee's current pay rate that he/she can perform without the requirement of the license, if such work is available. If work is not available, the employee may utilize any accumulated vacation or comp time during this period. The employee may be subject to a “Last Chance Agreement”.

(b) For the loss of ferry operating privileges exceeding forty-five (45) calendar days the employee may be discharged.

Probationary Employee

(a) Probationary employees who lose driving/ferry operating privileges shall be subject to termination.

2. ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY.

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

(b) The employee may return to his/her position upon completion of an

inpatient/residential treatment program and/or may remain in his/her regular position while participating in an ongoing, outpatient treatment program without penalty or jeopardizing his/her employment with the County.

- (c) Time used for purposes of assessment, evaluation, counseling, and treatment of alcohol and drug dependency may be charged against accrued and available sick leave. Use of accrued and available vacation leave for the above-stated purposes related to alcohol or drug dependency shall be in accordance with the same requirements which would apply to any other illness or injury. If no sick leave or vacation times are available for an employee to use for these purposes, an employee may use leave without pay as long as the employee's supervisor is properly notified.
- (d) A voluntary confidential support network of fellow D.T.D. employees will be available to employees with alcohol and/or drug dependency problems to be utilized in times of need.

Given the importance of having our employees aware of available help, we suggest the County provide updated information on available assistance from the Employee Assistance Program on a continuing basis.

ARTICLE 26 - SAVINGS CLAUSE

Should any Article, Section or Portion thereof of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or Portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or Portion thereof.

ARTICLE 27 – OVER/UNDER PAYMENTS

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor.

A. Underpayments

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Supervisor, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

B. Payments in Error

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the County shall only recover, the overpayment for a period of one-hundred and eight (180) days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Supervisor in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification..

C. Repayment to the County

As soon as the overpayment is known, the County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

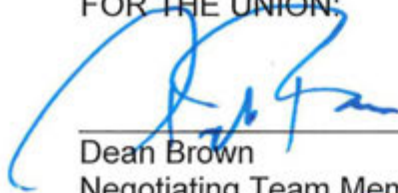
1. The County Payroll Supervisor shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
 2. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
 3. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (D) below.
 4. If the overpayment amount to be repaid is more than twenty-five (\$25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five (\$25) dollars per payroll period. If an overpayment is less than twenty-five (\$25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.
 5. An employee who has a factual disagreement with the County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
 6. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
- D. Employees can elect to either establish a payment plan through payroll deductions as described under 26(C)(4) or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W@ form by the amount repaid.

ARTICLE 28 - TERM OF AGREEMENT

1. This Agreement shall become effective as of the 1st day of July, 2015 and shall remain in full force and effect until the 30th day of June, 2018 or the date of signing of a subsequent agreement whichever last occurs. It shall be automatically renewed on July 1, 2015 and each year thereafter unless either party shall notify the other in writing not later than March 1st that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than May 1.
2. This Agreement may be amended at any time by mutual agreement of the UNION and COUNTY; such amendments shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto have set their hands this 21st day of JANUARY, 2016.

FOR THE UNION:



Dean Brown
Negotiating Team Member



Andrea Hall
Negotiating Team Member



Kimberly Benthin
President-AFSCME



Kevin Hutchison
Vice President-AFSCME



Evan Wickersham
AFSCME Council Representative

FOR THE COUNTY:



Chair John Ludlow
Board of County Commissioners



Mary Raetke E.4
Recording Secretary



Barbara Cartmill
Negotiating Team Member



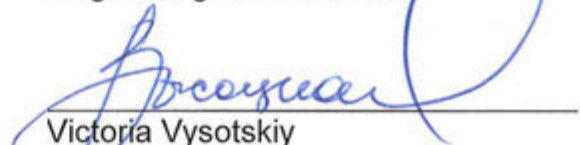
Dan Johnson
Negotiating Team Member



Mike Bezner
Negotiating Team Member



Randy Harmon
Negotiating Team Member



Victoria Vysotskiy
Bargaining Team Member



Julia Getchell
Chief Negotiator

APPENDIX A - SKILLED BASED PAY PLAN

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

SKILL BASED PAY PLAN

ROAD MAINTENANCE WORKERS
BRIDGE MAINTENANCE WORKERS
TRAFFIC MAINTENANCE WORKERS

**CLACKAMAS COUNTY
TRANSPORTATION MAINTENANCE**

**ROAD MAINTENANCE
WORKER**

**SKILL-BASED PAY
PLAN**



RMW Skill-Based Pay Plan

TABLE OF CONTENTS

Description.....	55
Skills Board Composition.....	55
Skills Board Duties and Responsibilities	55
Skill Proficiency	56
SBP Plan Advancement	56
Appeal Process	57
SBP Pay Step Increase	57
Skill Category Definitions.....	58
SBP Plan Advancement Table.....	59
Pay Step Advancement Examples.....	59
Training.....	59
Team Leader Training	60
Additional Training Opportunities	61
Maintenance of Skill Proficiency	61
Licenses and Certifications.....	62
Work Assignments	62
Layoff Order and Bumping Rights	62
Hiring	62
SBP Plan Changes.....	62
Skills List, Yellow Category.....	63
Skills List, Red Category, Green Category.....	63
Skills List, Green Category including Team Leader.....	64

RMW Skill-Based Pay Plan

Description

This is an eight-step pay plan. The Road Maintenance Worker (RMW) classification encompasses pay range 317 and the top two steps of pay range 319. Each Road Maintenance Worker will advance through the pay steps as Skill Based Pay Plan (SBP) skills are acquired per the enclosed SBP Skill Table. The SBP skills for RMWs are grouped within one of three categories: Yellow Skills, Red Skills, or Green Skills.

Skills Board Composition

The Skills Board shall be composed of 3 COUNTY and 3 UNION employees. The UNION will select its 3 members and the COUNTY will determine its members for the Skills Board. UNION Skills Board members will serve 3-year terms on a staggered basis. Participation in Skills Board meetings will be limited to board members, affected employees, and those directly invited by the Skills Board. When the Skills Board reviews the skills of a Bridge Maintenance or Traffic Control Worker, an additional UNION member from Bridge or Traffic, as appropriate, will be invited by the UNION to join the Board for review of that specific employee's skills.

Skills Board Duties and Responsibilities

The Skills Board shall function under simple majority-vote rules, maintain a quorum of four (4) members, and elect the Board Chair. The Skills Board will record and publish meeting minutes to include the results of all decisions and any recommendations. Any rejection of an employee's request for award of a skill shall be accompanied by a list of specific improvements needed. The Skills Board is responsible for collaboratively performing the following duties:

- Reviewing a new employee's skills and determining his or her initial SBP skill level.
- Reviewing recommendations from assigned On-the-Job-Trainers (OJT) or designated training Supervisors regarding individual Trainee progress and/or skill acquisition, if appealed.
- Selecting trainees for team leader skill. (See "Team Leader Training" section)
- Reviewing and recommending OJT assignments.
- Reviewing and adjusting the Road Division Training Plan quarterly.
- Reviewing and making recommendations regarding SBP and training related

complaints and concerns submitted by employees.

- Reviewing skill requirements that employees have allowed to lapse and making recommendations to the Labor-Management Committee (LMC).
- Recording and distributing minutes and results of their meetings to its members, the AFSCME Council Representative, the LMC, DES Compensation Manager, and Road Division Management in a prompt manner for posting and timely processing of related administrative actions.
- Reviewing and recommending to the LMC the addition or deletion of skills.

Skill Proficiency

Proficiency for each skill is defined as acquired knowledge and/or demonstrated competency in performing associated tasks in a safe and efficient manner at an appropriate level of mastery. The Road Division management representatives and the UNION will collaboratively develop and define what constitutes the appropriate level of knowledge and a safe and efficient manner for demonstration of each skill. When determining an employee's proficiency, the following shall be considered:

- Performance evaluations and summaries
- Supervisor and/or OJT recommendations
- Employment history and work experience
- Documentation of related training or education
- Written input from co-workers
- Other relevant performance or training information

SBP Plan Advancement

RMWs advance through the SBP Plan as they successfully acquire Category YELLOW, RED, GREEN and/or TEAM LEADER skills per the SBP Plan Advancement Table. When the OJT and Supervisor agree on an employee's skill proficiency, they will make a recommendation to the Skills Board to grant or deny that skill.

If the OJT and Supervisor disagree on an employee's skill proficiency, they will submit the Training Form and supporting documentation to the Skills Board for review and award or rejection of that skill.

Appeal Process

An affected employee may appeal the Skills Board's decision to the Division Appeals Group (DAG), consisting of the Transportation Operations Manager or designee, the assigned OJTs and a Union Representative. An employee will have twenty (20) working days in which to submit their appeal. The DAG will meet with the affected employee within ten (10) working days to review the Skills Board's decision. The DAG will review the documentation presented to the Skills Board, additional information that the employee offers, and other relevant performance or training information. The DAG may provide the employee with an opportunity to demonstrate her/his skill proficiency. If consensus is reached by the Division Appeal Group to support the employee that decision is implemented. If the Group can not arrive at a consensus to support, or if it rejects the appeal by consensus, the employee may initiate an appeal to the LMC. All LMC decisions regarding SBP are final.

SBP Pay Step Increase

Once granted a skill any resultant pay step increase will be effective at the beginning of the next payroll period. There will be no retroactive pay step increases except as noted in other sections of this agreement. Employees will spend a minimum of six (6) months in each SBP pay step before being eligible for advancement except as provided for in the "Layoff Order and Bumping Rights" and "Hiring" sections.

Skill Category Definitions

Yellow Category: Skills in the Yellow Category are the skills and knowledge that all employees are initially expected to master in order to be successful as Road Maintenance Workers. Acquisition of these skills generally enables new employees to be able to perform the regular duties of a road maintenance worker in a safe and productive manner within a team oriented environment.

Red Category: Skills in the Red Category typically entail a demonstrated proficiency in operating a primary piece of equipment or vehicle that is routinely utilized in road maintenance operations. As employees acquire these skills they will be able to contribute more productively through independent operation or motorized equipment or as part of a crew performing a road maintenance operation.

Green Category: Skills in the Green Category are typically skills and knowledge that may not be directly utilized on a frequent basis but these skills enhance the performance of Road Maintenance Workers and the accomplishment of more critical functions. These skills enable Road Maintenance Workers to efficiently and/or independently perform important functions that may be completed on a less frequent basis than most operations. Acquisition of Green category skills enhances the ability of Road Maintenance Workers to lead groups in the performance of maintenance operations, or to master the use of more specialized equipment.

Team Leader skills are Green Category skills, but they also provide an alternative method for RMWs to advance to Step 5 through Step 8 in the SBP Plan. Beginning at Step 4, a RMW can advance in pay step by acquiring Team Leader skills as an alternative to acquiring additional Yellow, Red and Green category skills per the Table. The Paving Team Leader and the Chip Seal Team Leader skills each count as two (2) Team Leader and Green category skills.

Road Maintenance Worker SBP Plan Advancement Table

PAY RANGE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
YELLOW SKILLS	5	8	12	20	26	28	30	32
RED SKILLS	0	4	6	8	10	11	12	13
GREEN SKILLS (Including Team Leader Skills)	0	0	0	3	5	12	16	20
TEAM LEADER SKILLS				Step 4 + →→	2	4	6	8

Pay Step Advancement Examples

Road Maintenance Worker in Step 4: This person would have to be proficient in a minimum of 20 YELLOW skills, 8 RED skills and 3 GREEN skills. **In order to advance to Step 5**, this person would have to become proficient in an additional 6 YELLOW skills, 2 RED skills and 2 GREEN skills **OR** become proficient in 2 TEAM LEADER skills.

Road Maintenance Worker in Step 5 without proficiency in Team Leader skills: This person would have to be proficient in a minimum of 26 YELLOW skills, 10 RED skills and 5 GREEN skills. **In order to advance to Step 6**, this person would have to become proficient in an additional 2 YELLOW skills, 1 RED skill and 7 GREEN skills **OR** become proficient in 4 TEAM LEADER skills.

Road Maintenance Worker in Step 5 with proficiency in Team Leader skills: This person would have to be proficient in a minimum of 20 YELLOW skills, 8 RED skills, 3 GREEN skills (as identified for Step 4) and 2 TEAM LEADER skills. **In order to advance to Step 6**, this person would have to become proficient in an additional 2 TEAM LEADER skills.

Training

The COUNTY shall maintain and post a Road Division Training Plan table that includes a list of SBP skills, the designated OJT and Supervisor for each skill, and dates for all planned SBP trainings. The Training Plan will include details for each skill including: prerequisites for training, desired training outcomes, and time guidelines for acquiring each skill. The Skills Board will review the Roads Division Training Plan on a quarterly basis to make appropriate adjustments and updates and report them to the LMC. COUNTY will post a signup list for each SBP training opportunity.

The OJT and Supervisor will jointly review each sign-up list and rank the RMWs by seniority for each training opportunity. The OJT and Supervisor will confirm that the top ranked employees are available during the planned training period and have completed the pre-requisites for that skill. The list of available and qualified employees ranked by seniority becomes the Training Roster for the scheduled training.

The Supervisor and OJT will designate the most senior employee on the Training Roster who commits to completion of the training. Once a trainee is designated and confirmed the Supervisor will initiate an SBP Training form to track that employee's training. The SBP Training forms will be utilized to track skill acquisition by documenting applicable training. Training rosters will be retained and reposted with each new signup list for subsequent SBP training opportunities.

The Supervisor and OJT are responsible for coordination, design and delivery of training to designated SBP trainees. They will collaboratively work to facilitate progression of trainees in skill acquisition during assigned training periods. If the Supervisor and OJT jointly agree that a trainee cannot acquire a skill during a training period they may terminate the training assignment and the trainee may appeal such a determination.

Team Leader Training

The Skills Board will select team leader trainees from the ranked Training Roster for each team leader skill training. Selection for a team leader training opportunity will not be based solely on seniority. Interested employees will submit a written request for each team leader training opportunity to the Skills Board. Team leader training applicants may also review their request in person with the Skills Board.

The Skills Board will determine its process for selecting team leader trainees. If members can not select a team leader trainee through consensus or a simple majority, they will make their selection based on seniority. The Skills Board will make each team leader trainee selection based on demonstrated aptitude for leadership responsibilities, OJT and Supervisor recommendations, and traits such as:

- Communicating effectively both in writing and orally.
- Performing work in a safe and responsible manner while helping to ensure the safety of co-workers and the public.
- Completing assigned tasks in a reliably satisfactory manner.
- Willingly accepting appropriate task assignments and demonstrates initiative.
- Proactively solving problems in an effective and efficient manner under routine and stressful conditions.
- Demonstrating a high degree of personal integrity and trustworthiness.
- Helping to maintain a positive and team oriented environment by exhibiting respect and concern for others while remaining focused on the work at hand.

Additional Training Opportunities

Voluntary training for advancement will be provided for as many RMWs as possible on a year round basis. Voluntary training opportunities will be awarded based on seniority and offered "on the job" whenever possible. When on the job training is not possible, it may take place during an employee's own time with the COUNTY providing trainers and equipment as available and as needed. (Such as instances where a specific piece of equipment or type of work might not be needed because of weather or work needs.)

There may be instances where certifications or other types of schooling may be needed by an employee to advance into higher pay steps. When this occurs, the employee may be able to take advantage of educational programs, courses, or other training available through the COUNTY or local area partners such as the Portland Metropolitan Area Transportation Cooperative (PMAT) program.

If at any time it becomes evident that there are not enough employees qualified in a specific skill to meet work demands, training can be made mandatory for as many employees as needed to meet the COUNTY's needs.

Maintenance of Skill Proficiency

Proficiency requirements for an individual skill may change. If the Skills Board determines the requirements for proficiency in a skill have evolved it may adjust the proficiency requirements for that skill. Any employee possessing that skill will be given preference for the additional training needed to maintain his or her proficiency.

The assigned OJT and Supervisor will develop additional training for employees that need to maintain proficiency and incorporate that training into the Training Plan. The employee's pay rate, if potentially affected by the loss of a skill, will not be reduced without LMC review and approval.

Additional skills may be required due to the purchase of new and different types of equipment or evolution of work duties and/or some skills may become obsolete. The Skills Board will recommend addition or deletion of skills in the SBP plan to the LMC. If the number of skills required for a pay step increases, the COUNTY shall give priority to training employees who no longer meet the requirements for that pay step. If a skill is deleted from the SBP Plan, employees with that skill will continue to receive credit for that skill in that category. If a skill is moved from one category to another by the LMC, any employee with that skill will receive credit in the new category and he or she will continue to receive credit in the former category until another skill in that category is acquired.

A few specific skills may have on-going requirements for an employee to continue to receive credit for proficiency, such as Incident Response and On-The-Job-Trainer. If an employee does not satisfy the on-going requirements for a skill the Skills Board will be asked to review the situation and may make a recommendation to the LMC that the related skill be withdrawn. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

Licenses and Certifications

If an employee through his or her in-action or by choice, allows his or her required certifications or licenses to lapse, the Skills Board will reevaluate the employee's level of proficiency in the affected skills. The Skills Board may recommend to the LMC that the employee's credit for proficiency in that specific skill be removed. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

Work Assignments

Whenever possible, employees will be assigned duties where they can gain experience that will help them to achieve proficiency in additional skills. Daily work assignments will be made consistent with the needs of the COUNTY. Such work assignments will not be arbitrary or capricious.

Layoff Order and Bumping Rights

All instances regarding layoffs and bumping rights shall be handled in accordance with the procedures in the current collective bargaining agreement. Any employee bumping into a section with a SBP system shall enter at Step 1. Such employees shall remain at Step 1 for thirty (30) calendar days during which time the Skills Board will conduct an evaluation of his or her skills. The Skills Board will determine what skills the employee is proficient in, establish his or her initial skill level, and determine his or her appropriate pay step. The employee will receive any related step increase effective the 31st day of his or her transfer.

Hiring

Newly hired employees will normally be placed into pay Step 1. The Skills Board will conduct an evaluation of the newly hired employee's skills during their 6th month of employment. The Skills Board will determine what skills the employee is proficient in and determine his/her appropriate pay step per the SBP Plan Advancement Table. The employee will receive any related pay increase effective the beginning of the next payroll period after a Skills Board action. The Skills Board may recommend to the LMC that an upper step appointee be placed at a lower pay step level.

SBP Plan Changes

Employees in a SBP plan are not eligible for out-of-classification pay and can not submit Position Classification Questionnaires (PCQs) for work in a SBP covered position.

Any alterations to this plan deemed necessary will only be made through agreement between the AFSCME Council Representative and COUNTY as represented by the Chief Negotiator.

ROAD MAINTENANCE WORKER SKILLS LIST

YELLOW SKILLS	RED SKILLS	GREEN SKILLS
<ul style="list-style-type: none"> • Ton Truck Operation • 5 Yard Dump Truck Operations • Acetylene Torch Operation • Asphalt Patching Skills • Asphalt Raking - Paving Team • Basic Vegetation Control • Blueprint Reading Skills • CDL - Class "B" • Chain Saw Operation • Chip Spreader – Belts • Competent Person Training • Computer Skills – Basic • Confined Space Awareness Training • Equipment Maintenance Skills • First Aid & CPR Certification • Forklift Certification • Front-End Loader • Ground Person - Tile Team • Hand Tool Operation • Hot-Box Patching Truck • Interpersonal Communication Skills • Leadership Skills - Medium Team • Leadership Skills - Small Team • Mower Operations • Power Tool Operation - Air, Electric, Hydraulic • Powered Broom Operation • Road Maintenance Skills Training • Safety Training and Compliance • Shop Tool Operation • Strip Truck - Chip Seal & Oil Patch • Traffic Control • Vactor Operations – Helper <p>Closed YELLOW Skills: <i>none at this time</i></p>	<ul style="list-style-type: none"> • 10 Yard Dump Truck Operation • Aerial Boom Truck Operations • Brush Chipper • Cdl - Class "A" • Flat Bed Truck Operation • Flusher Truck Operation • Gradall Operation • Mechanical Brushcutter • Roller - Rubber Tire • Roller - Shoulder & Aggregate Sidewinder - 10 Yard • Snow Plowing & Sanding • Street Sweeper Operations • Tilt Deck Trailer <p>Closed RED Skills: <i>none at this time</i></p>	<ul style="list-style-type: none"> • 10/12 Yard Pup Trailers • Athey Operations – Machine • Backhoe Operation - Rubber Tire • Bob Cat Operations • Chip Spreader – Operator • Computer Skills – Intermediate • Crack Seal Machine • Operator Cross Training - Bridge Maintenance • Cross Training - Engineering Tech / Project Inspection • Cross Training - Traffic Operations & Maintenance • Degree, Associates (Any Field Of Study) • Degree, Bachelors (Any Field Of Study) • Grader - Athey, Shoulders, Snowplow • Grader – Finish • Incident Response • Laser Level Operations • Leadership Skills – Advanced • Oil Distributor - Chip Seal • Oil Distributor - Fog Seal • Oil Distributor – Paving • Oil Patch – Operator • Oil Tanker • Operations Coordination / Dispatch • Oregon Roads Scholar • Paving Machine Operator • Paving Operations – Screed Operator • Rock Inspection • Roller – Breakdown • Roller - Finish Operations • Sidewinder Belly Dump • Trackhoe Operations • Vegetation Control – Spray • Vegetation Spray – Aquatics • Vegetation Spray - Laws & Safety

		<p>GREEN SKILLS CONT.</p> <ul style="list-style-type: none"> • Vegetation Spray - Ornamental Turf • Vegetation Spray - Regulated Weeds • Vegetation Spray - Road Row Cert
		<p>TEAM LEADER SKILLS SUB-CATEGORY:</p> <ul style="list-style-type: none"> • Team Leader - Ojt (On-The-Job-Trainer) • Team Leader – Athey Operations • Team Leader – Brushing • Team Leader - Chip Seal Operation (<i>Value Of 2 Skills</i>) • Team Leader – Crack Seal Operations • Team Leader – Ditching • Team Leader - Oil Patch Operations • Team Leader - Paving Operations (<i>Value Of 2 Skills</i>) • Team Leader - Shoulder Maintenance • Team Leader - Surface Repair • Team Leader - Tile Operations • Team Leader - Vector Truck Operations <p><i>Closed GREEN Skills:</i> <i>Paving Operations - Pull Box</i> <i>Culvert Inventory</i> <i>Pugg Mill</i></p>

**CLACKAMAS COUNTY
TRANSPORTATION MAINTENANCE**

**BRIDGE MAINTENANCE
WORKER**

**SKILL-BASED PAY
PLAN**



TABLE OF CONTENTS

BRIDGE MAINTENANCE WORKER (SBP)	67
DESCRIPTION.....	67
SKILL CATEGORY DEFINITIONS.....	67
SKILLS BOARD COMPOSITION	67
SKILLS BOARD DUTIES AND RESPONSIBILITIES.....	67
SKILL PROFICIENCY.....	68
SBP PLAN ADVANCEMENT.....	68
SBP PAY STEP INCREASE	69
APPEAL PROCESS	69
TRAINING.....	69
ADDITIONAL TRAINING OPPORTUNITIES	70
MAINTENANCE OF SKILL PROFICIENCY	70
LICENSES AND CERTIFICATIONS	71
WORK ASSIGNMENTS	71
LAYOFF ORDER AND BUMPING RIGHTS.....	71
HIRING.....	71
SBP PLAN CHANGES	72
SKILL BASED PAY STEPS TABLE	72
BRIDGE MAINTENANCE WORKER SKILLS LIST	72

**SKILL BASED PAY PLAN
BRIDGE MAINTENANCE WORKER (SBP)**

BMW Skill-Based Pay Plan

Description

This is a six-step pay plan. Each Bridge Maintenance Worker will advance through the pay steps as Skill Based Pay Plan (SBP) skills are acquired per the enclosed Skill Based Pay Steps Table. The SBP skills for BMWs are grouped within one of three categories: Yellow Skills, Red Skills, and Green Skills.

Skill Category Definitions

Yellow Category: Skills in the Yellow Category are the skills and knowledge that all employees are initially expected to master in order to be successful as a Bridge Maintenance Worker. Acquisition of these skills generally enables new employees to be able to perform their regular duties in a safe and productive manner within a team-oriented environment.

Red Category: Skills in the Red Category typically entail a demonstrated proficiency in operating a primary piece of equipment, vehicle, or function that is routinely utilized in bridge maintenance operations. As employees acquire these skills they will be able to contribute more productively through independent operation of motorized equipment or as part of a crew performing a bridge maintenance operation.

Green Category: Skills in the Green Category are typically skills and knowledge that may not be directly utilized on a frequent basis but these skills enhance the performance of Bridge Maintenance Worker and the accomplishment of more critical functions. These skills enable Bridge Maintenance Worker to efficiently and/or independently perform important functions that may be completed on a less frequent basis than most operations. Acquisition of Green category skills enhances the ability of Bridge Maintenance Worker in the performance of maintenance operations, or to master the use of more specialized equipment and/or techniques.

Skills Board Composition

The Bridge Skills Board shall be composed of three (3) COUNTY and three (3) UNION employees. The UNION will select one (1) Traffic member, one (1) Bridge member, and a Union Representative. UNION Skills Board members will serve 3-year terms on a staggered basis. The COUNTY members will be the Supervisor assigned to Traffic, the Supervisor assigned to Bridge, and a Supervisor assigned to Roads. Participation in Skills Board meetings will be limited to board members, affected employees, and those directly invited by the Skills Board.

Skills Board Duties and Responsibilities

The Skills Board shall function under simple majority-vote rules, maintain a quorum of four (4) members, and elect the Board Chair. The Skills Board will record and publish meeting minutes to include the results of all decisions and any recommendations. Any rejection of an employee's request for award of a skill shall be accompanied by a list of specific

improvements needed. The Skills Board is responsible for collaboratively performing the following duties:

- Reviewing a new employee's skills and determining his or her initial SBP skill level.
- Reviewing recommendations from assigned On-the-Job-Trainers (OJT) or designated training Supervisors regarding individual Trainee progress and/or skill acquisition, if appealed.
- Reviewing and recommending OJT assignments.
- Reviewing and adjusting the Bridge Division Training Plan quarterly.
- Reviewing and making recommendations regarding SBP and training related complaints and concerns submitted by employees.
- Reviewing skill requirements that employees have allowed to lapse and making recommendations to the Labor-Management Committee (LMC).
- Recording and distributing minutes and results of their meetings to its members, the AFSCME Council Representative, the LMC, DES Compensation Manager, and Transportation Maintenance Management in a prompt manner for posting and timely processing of related administrative actions.
- Reviewing and recommending to the LMC the addition or deletion of skills.

Skill Proficiency

Proficiency for each skill is defined as acquired knowledge and/or demonstrated competency in performing associated tasks in a safe and efficient manner at an appropriate level of mastery. The Bridge Skills Board management representatives and the UNION will collaboratively develop and define what constitutes the appropriate level of knowledge and a safe and efficient manner for demonstration of each skill. When determining an employee's proficiency, the following shall be considered:

- Performance evaluations and summaries
- Supervisor and/or OJT recommendations
- Employment history and work experience
- Documentation of related training or education
- Written input from co-workers
- Other relevant performance or training information

SBP Plan Advancement

BMW's advance through the SBP Plan as they successfully acquire skills per the Skill Based Pay Steps Table. When the OJT and Supervisor agree on an employee's proficiency, they will make a recommendation to the Skills Board to grant or deny that skill.

If the OJT and Supervisor disagree on an employee's skill proficiency, they will submit the Training Form and supporting documentation to the Skills Board for review and award or rejection of that skill.

Appeal Process

An affected employee may appeal the Skills Board's decision to the Division Appeals Group (DAG) consisting of the Transportation Operations Manager or his/her designee, the assigned OJTs, and a Union Representative. An employee will have twenty (20) working days in which to submit their appeal. The DAG will meet with the affected employee in a timely manner to review the Skills Board's decision. The DAG will review documentation presented to the Skills Board, additional information that the employee offers, and other relevant performance or training information. The DAG may provide the employee with an opportunity to demonstrate his or her skill proficiency. If consensus is reached by the Division Appeal Group to support the employee that decision is implemented. If the Group cannot arrive at a consensus to support, or if it rejects the appeal by consensus, the employee may initiate an appeal to the LMC. All LMC decisions regarding SBP are final.

SBP Pay Step Increase

Once granted a skill any resultant pay step increase will be effective at the beginning of the next payroll period. There will be no retroactive pay step increases except as noted in other sections of this agreement. Employees will spend a minimum of six (6) months in each SBP pay step before being eligible for advancement except as provided for in the "Layoff Order and Bumping Rights" and "Hiring" sections.

Training

The COUNTY shall maintain and post a Bridge Training Plan table that includes a list of SBP skills, the designated OJT and Supervisor for each skill, and dates for all planned SBP trainings. The Training Plan will include details for each skill including prerequisites for training, desired training outcomes, and time guidelines for acquiring each skill. The Skills Board will review the Bridge Unit Training Plan on a quarterly basis to make appropriate adjustments and updates and report them to the LMC. COUNTY will post a signup list for each SBP training opportunity.

The OJT and Supervisor will jointly review each signup list and rank the BMWs by seniority for each training opportunity. The OJT and Supervisor will confirm that the top ranked employees are available during the planned training period and have completed the pre-requisites for that skill. The list of available and qualified employees ranked by seniority becomes the Training Roster for the scheduled training.

The Supervisor and OJT will designate the most senior employee on the Training Roster who commits to completion of the training. Once a trainee is designated and confirmed the Supervisor will initiate an SBP Training form to track that employee's training. The SBP Training forms will be utilized to track skill acquisition by documenting applicable training. The employee will keep the form, documenting the date, number of hours and location of each training session. At such time as the employee either has become proficient or reached the end of the training period, the employee will return the form to the supervisor. The supervisor will meet with the

OJT to discuss the outcomes of the training and each will award or deny the skill independently on the appropriate form. If the skill is awarded, the supervisor will deliver the form to the Support Services staff for entry into the DTD cost system. The form will then be filed in the employee's skill-base folder. If the skill acquisition results in a step increase, the Support Services staff will generate a Personnel Action form (PA). The supervisor is responsible for informing the Skills Board of the skill acquisition. If the skill is denied, the form will be returned to the employee with a written explanation of the reason for the denial and the steps the employee may take to attain proficiency. Training Rosters will be retained, updated from the signup list of available and qualified employees, and reposted after each new signup period for subsequent SBP training opportunities.

The Supervisor and OJT are responsible for coordination, design, and delivery of training to designated SBP trainees. They will collaboratively work to facilitate progression of trainees in skill acquisition during assigned training periods. If the Supervisor and OJT jointly agree that a trainee cannot acquire a skill during a training period they may terminate the training assignment and the trainee may appeal such a determination.

Additional Training Opportunities

Voluntary training for advancement will be provided for as many BMWs as possible on a year round basis. Voluntary training opportunities will be awarded based on seniority and offered "on the job" whenever possible. When on the job training is not possible, it may take place during an employee's own time with the COUNTY providing trainers and equipment as available and as needed. (Such as instances where a specific piece of equipment or type of work might not be needed because of weather or work needs.) There may be instances where certifications or other types of schooling may be needed by an employee to advance into higher pay steps. When this occurs, the employee may be able to take advantage of educational programs, courses, or other training available through the COUNTY or local area partners such as the Portland Metropolitan Area Transportation Cooperative (PMAT) program.

If at any time it becomes evident that there are not enough employees qualified in a specific skill to meet work demands, training can be made mandatory for as many employees as needed to meet the County's needs.

Maintenance of Skill Proficiency

Proficiency requirements for an individual skill may change. If the Skills Board determines the requirements for proficiency in a skill have evolved it may adjust the proficiency requirements for that skill. Any employee possessing that skill will be given preference for the additional training needed to maintain his or her proficiency.

The assigned OJT and Supervisor will develop additional training for employees that need to maintain proficiency and incorporate that training into the Training Plan. The employee's pay rate, if potentially affected by the loss of a skill, will not be reduced without LMC review and approval.

Additional skills may be required due to the purchase of new and different types of equipment or evolution of work duties and/or some skills may become obsolete. The Skills Board will

recommend addition or deletion of skills in the SBP plan to the LMC. If the number of skills required for a pay step increases, the COUNTY shall give priority to training employees who no longer meet the requirements for that pay step. If a skill is deleted from the SBP Plan, employees with that skill will be given an opportunity to train for another skill in that category before any reduction in pay step(s). If a skill is moved from one category to another by the LMC, any employee with that skill will not suffer an immediate pay step reduction because of that movement. The employee will have six (6) months to acquire the appropriate number of skills in each category to retain their pay step. The employee will have additional time to acquire the necessary skills if training is not offered during the prescribed (six) 6 month period. All training opportunities related to any deleted and/or moved skill blocks will follow the procedures as outlined under 'Training'.

A few specific skills may have on-going requirements for an employee to continue to receive credit for proficiency, such as Incident Response and On-The-Job-Trainer. If an employee does not satisfy the on-going requirements for a skill the Skills Board will be asked to review the situation and may make a recommendation to the LMC that the related skill be withdrawn. If the LMC directs the withdrawal of a skill, any resultant pay step reduction will be effective the next payroll period.

Licenses and Certifications

If an employee through his or her in-action or by choice allows his or her required certifications or licenses to lapse, the Skills Board will reevaluate the employee's level of proficiency in the affected skills. The Skills Board may recommend to the LMC that the employee's credit for proficiency in that specific skill be removed. If the LMC directs the withdrawal of a skill, any resultant pay step reduction will be effective the next payroll period.

Work Assignments

Whenever possible, employees will be assigned duties where they can gain experience that will help them to achieve proficiency in additional skills. Daily work assignments will be made consistent with the needs of the COUNTY. Such work assignments will not be arbitrary or capricious.

Layoff Order and Bumping Rights

All instances regarding layoffs and bumping rights shall be handled in accordance with the procedures in the current collective bargaining agreement. Any employee bumping into a section with a SBP system shall enter at Step 1. Such employees shall remain at Step 1 for thirty (30) calendar days during which time the Skills Board will conduct an evaluation of his or her skills. The Skills Board will determine what skills the employee is proficient in, establish his or her initial skill level, and determine his or her appropriate pay step. The employee will receive any related step increase effective the 31st day of his or her transfer.

Hiring

Management has the right to recommend upper step appointments. Any current County employee that competes and is selected for this skill based pay program shall receive the rate of

pay in the skill based pay range that causes the least reduction in pay from the employee's current pay.

Newly hired employees will normally be placed into step 1. The Skills Board will conduct an evaluation of the newly hired employee's skills during their 6th month of employment. The Skills Board will determine what skills the employee is proficient in and determine his/her appropriate pay step per the Skill Based Pay Steps table. The employee will receive any related pay increase effective the beginning of the next payroll period after a Skills Board action. The Skills Board may recommend to the DTD Labor Management Committee that an upper step appointee be placed at a lower pay step level.

SBP Plan Changes

Employees in a SBP plan are not eligible for out-of-classification pay and cannot submit Position Classification Questionnaires (PCQs) for work in a SBP covered position.

Any alterations to this plan deemed necessary will only be made through agreement between the AFSCME Council Representative and COUNTY as represented by the Chief Negotiator.

**Bridge Maintenance Worker
Skill Based Pay Steps Table:**

SBP Steps:	1	2	3	4	5	6
YELLOW	3	8	13	15	18	22
RED	0	0	2	4	8	12
GREEN	0	0	2	4	8	11

BRIDGE MAINTENANCE WORKER SKILLS LIST

YELLOW SKILLS	RED SKILLS	GREEN SKILLS
<ul style="list-style-type: none"> • Ton Truck Operation • Basic Computer Skills • Basic Vegetation Control • Chain Saw Operation • Class B Cdl • Confined Space Awareness/Competent Person • Cut-Off Saw • Equipment Maintenance Skills • First Aid & Cpr Certification • Flagging Certification • Forklift Certification • Front-End Loader • Hand Tool Operation 	<ul style="list-style-type: none"> • Crane Certification • 10 Yard Dump Truck Operation • Blueprint Reading Skills • Build Concrete Forms • Catch Basin Construction • Concrete Placement Skills • General Steel Fabrication Skills • Guardrail Construction & Repair • Heavy Bridge Construction Skills • Rigging Skills • Scaffold Rigging Skills • Flat Bed Truck Operation 	<ul style="list-style-type: none"> • Aerial Boom Truck Operations • Associates Degree (Any Field Of Study) • Bachelors Degree (Any Field Of Study) • Backhoe Operation - Rubber Tire • Bobcat Operations • Bridge Inspections • Paintings & Coatings • Class A Cdl • Competent Leadership Skills • Contract Inspections • Ferry Operators Certification

<ul style="list-style-type: none"> • Interpersonal Communication Skill • Laser Level Operations • Oxygen/Acetylene Equip Operation • Power Tool Operation (Air, Elect & Hyd) • Pressure Washer Operation • Respirator Certification • Safety Training & Compliance • Shop Tool Operation • Wood Shop Tools 		<ul style="list-style-type: none"> • Flusher Truck Operation • Gradall Operation • Intermediate Computer Skills • On-The-Job Trainer Certification • Plasma Cutter • Powered Broom Operations • Sandblasting Skills • Sidewinder - 10 Yard • Trackhoe Operations • Vegetation Spray - Laws & Safety • Vegetation Spray - Road Row Certification • Welding Certification • Wire Feed Welding • Wire Rope Inspection Certification
---	--	--

**CLACKAMAS COUNTY
TRANSPORTATION MAINTENANCE**

**TRAFFIC CONTROL
WORKER**

**SKILL-BASED PAY
PLAN**

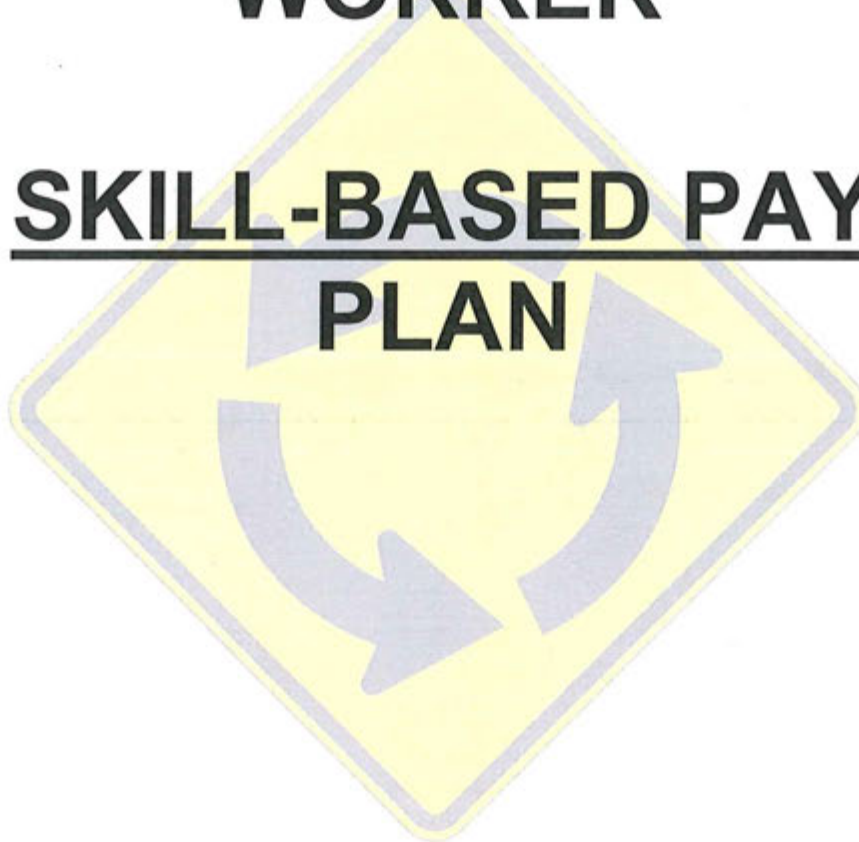


TABLE OF CONTENTS

TABLE OF CONTENTS.....	75
SKILL BASED PAY PLAN	76
DESCRIPTION	76
SKILL CATEGORY DEFINITIONS.....	76
SKILLS BOARD COMPOSITION.....	76
SKILLS BOARD DUTIES AND RESPONSIBILITIES.....	76
SKILL PROFICIENCY	77
SBP PLAN ADVANCEMENT.....	77
SBP PAY STEP INCREASE	78
APPEAL PROCESS	78
TRAINING	78
ADDITIONAL TRAINING OPPORTUNITIES	79
MAINTENANCE OF SKILL PROFICIENCY.....	79
LICENSES AND CERTIFICATIONS	80
WORK ASSIGNMENTS	80
LAYOFF ORDER AND BUMPING RIGHTS.....	80
HIRING.....	80
SBP PLAN CHANGES.....	81
SKILL BASED PAY STEPS TABLE.....	81
TRAFFIC CONTROL WORKER SKILLS LIST	82

SKILL BASED PAY PLAN

TRAFFIC CONTROL WORKER (SBP)

TCW Skill-Based Pay Plan

Description

This is a six-step pay plan. Each Traffic Control Worker will advance through the pay steps as Skill Based Pay Plan (SBP) skills are acquired per the enclosed Skill Based Pay Steps Table. The SBP skills for TCWs are grouped within one of three categories: Yellow Skills, Red Skills, and Green Skills.

Skill Category Definitions

Yellow Category: Skills in the Yellow Category are the skills and knowledge that all employees are initially expected to master in order to be successful as a Traffic Control Worker. Acquisition of these skills generally enables new employees to be able to perform their regular duties in a safe and productive manner within a team oriented environment.

Red Category: Skills in the Red Category typically entail a demonstrated proficiency in operating a primary piece of equipment, vehicle, or function that is routinely utilized in traffic maintenance operations. As employees acquire these skills they will be able to contribute more productively through independent operation of motorized equipment or as part of a crew performing a traffic maintenance operation.

Green Category: Skills in the Green Category are typically skills and knowledge that may not be directly utilized on a frequent basis but these skills enhance the performance of Traffic Operations Workers and the accomplishment of more critical functions. These skills enable Traffic Operations Workers to efficiently and/or independently perform important functions that may be completed on a less frequent basis than most operations. Acquisition of Green category skills enhances the ability of Traffic Control Workers in the performance of maintenance operations, or to master the use of more specialized equipment and/or techniques.

Skills Board Composition

The Traffic Skills Board shall be composed of three (3) COUNTY and three (3) UNION employees. The UNION will select one (1) Traffic member, one (1) Bridge member, and a Union Representative. UNION Skills Board members will serve 3-year terms on a staggered basis. The COUNTY members will be the Supervisor assigned to Traffic, the Supervisor assigned to Bridge, and a Supervisor assigned to Roads. Participation in Skills Board meetings will be limited to board members, affected employees, and those directly invited by the Skills Board.

Skills Board Duties and Responsibilities

The Skills Board shall function under simple majority-vote rules, maintain a quorum of

four (4) members, and elect the Board Chair. The Skills Board will record and publish meeting minutes to include the results of all decisions and any recommendations. Any rejection of an employee's request for award of a skill shall be accompanied by a list of specific improvements needed. The Skills Board is responsible for collaboratively performing the following duties:

- Reviewing a new employee's skills and determining his or her initial SBP skill level.
- Reviewing recommendations from assigned On-the-Job-Trainers (OJT) or designated training Supervisors regarding individual Trainee progress and/or skill acquisition, if appealed.
- Reviewing and recommending OJT assignments.
- Reviewing and adjusting the Traffic Division Training Plan quarterly.
- Reviewing and making recommendations regarding SBP and training related complaints and concerns submitted by employees.
- Reviewing skill requirements that employees have allowed to lapse and making recommendations to the Labor-Management Committee (LMC).
- Recording and distributing minutes and results of their meetings to its members, the AFSCME Council Representative, the LMC, DES Compensation Manager, and Transportation Maintenance Management in a prompt manner for posting and timely processing of related administrative actions.
- Reviewing and recommending to the LMC the addition or deletion of skills.

Skill Proficiency

Proficiency for each skill is defined as acquired knowledge and/or demonstrated competency in performing associated tasks in a safe and efficient manner at an appropriate level of mastery. The Traffic Skills Board management representatives and the UNION will collaboratively develop and define what constitutes the appropriate level of knowledge and a safe and efficient manner for demonstration of each skill. When determining an employee's proficiency, the following shall be considered:

- Performance evaluations and summaries
- Supervisor and/or OJT recommendations
- Employment history and work experience
- Documentation of related training or education
- Written input from co-workers
- Other relevant performance or training information

SBP Plan Advancement

TCWs advance through the SBP Plan as they successfully acquire skills per the Skill Based Pay Steps Table. When the OJT and Supervisor agree on an employee's

proficiency, they will make a recommendation to the Skills Board to grant or deny that skill.

If the OJT and Supervisor disagree on an employee's skill proficiency, they will submit the Training Form and supporting documentation to the Skills Board for review and award or rejection of that skill.

Appeal Process

An affected employee may appeal the Skills Board's decision to the Division Appeals Group (DAG) consisting of the Transportation Operations Manager or his/her designee, the assigned OJTs, and a Union Representative. An employee will have twenty (20) working days in which to submit their appeal. The DAG will meet with the affected employee in a timely manner to review the Skills Board's decision. The DAG will review documentation presented to the Skills Board, additional information that the employee offers, and other relevant performance or training information. The DAG may provide the employee with an opportunity to demonstrate his or her skill proficiency. If consensus is reached by the Division Appeal Group to support the employee that decision is implemented. If the Group can not arrive at a consensus to support, or if it rejects the appeal by consensus, the employee may initiate an appeal to the LMC. All LMC decisions regarding SBP are final.

SBP Pay Step Increase

Once granted a skill any resultant pay step increase will be effective at the beginning of the next payroll period. There will be no retroactive pay step increases except as noted in other sections of this agreement. Employees will spend a minimum of six (6) months in each SBP pay step before being eligible for advancement except as provided for in the "Layoff Order and Bumping Rights" and "Hiring" sections.

Training

The COUNTY shall maintain and post a Traffic Training Plan table that includes a list of SBP skills, the designated OJT and Supervisor for each skill, and dates for all planned SBP trainings. The Training Plan will include details for each skill including: prerequisites for training, desired training outcomes, and time guidelines for acquiring each skill. The Skills Board will review the Traffic Unit Training Plan on a quarterly basis to make appropriate adjustments and updates and report them to the LMC. COUNTY will post a signup list for each SBP training opportunity.

The OJT and Supervisor will jointly review each signup list and rank the TCWs by seniority for each training opportunity. The OJT and Supervisor will confirm that the top ranked employees are available during the planned training period and have completed the pre-requisites for that skill. The list of available and qualified employees ranked by seniority becomes the Training Roster for the scheduled training.

The Supervisor and OJT will designate the most senior employee on the Training Roster who commits to completion of the training. Once a trainee is designated and confirmed the Supervisor will initiate an SBP Training form to track that employee's training. The SBP Training forms will be utilized to track skill acquisition by documenting applicable training. The employee will keep the form, documenting the date, number of

hours and location of each training session. At such time as the employee either has become proficient or reached the end of the training period, the employee will return the form to the supervisor. The supervisor will meet with the OJT to discuss the outcomes of the training and each will award or deny the skill independently on the appropriate form. If the skill is awarded, the supervisor will deliver the form to the Support Services staff for entry into the DTD cost system. The form will then be filed in the employee's skill-base folder. If the skill acquisition results in a step increase, the Support Services staff will generate a Personnel Action form (PA). The supervisor is responsible for informing the Skills Board of the skill acquisition. If the skill is denied, the form will be returned to the employee with a written explanation of the reason for the denial and the steps the employee may take to attain proficiency. Training Rosters will be retained, updated from the signup list of available and qualified employees, and reposted after each new signup period for subsequent SBP training opportunities.

The Supervisor and OJT are responsible for coordination, design and delivery of training to designated SBP trainees. They will collaboratively work to facilitate progression of trainees in skill acquisition during assigned training periods. If the Supervisor and OJT jointly agree that a trainee cannot acquire a skill during a training period they may terminate the training assignment and the trainee may appeal such a determination.

Additional Training Opportunities

Voluntary training for advancement will be provided for as many TCWs as possible on a year round basis. Voluntary training opportunities will be awarded based on seniority and offered "on the job" whenever possible. When on the job training is not possible, it may take place during an employee's own time with the COUNTY providing trainers and equipment as available and as needed. (Such as instances where a specific piece of equipment or type of work might not be needed because of weather or work needs.) There may be instances where certifications or other types of schooling may be needed by an employee to advance into higher pay steps. When this occurs, the employee may be able to take advantage of educational programs, courses, or other training available through the COUNTY or local area partners such as the Portland Metropolitan Area Transportation Cooperative (PMAT) program.

If at any time it becomes evident that there are not enough employees qualified in a specific skill to meet work demands, training can be made mandatory for as many employees as needed to meet the County's needs.

Maintenance of Skill Proficiency

Proficiency requirements for an individual skill may change. If the Skills Board determines the requirements for proficiency in a skill have evolved it may adjust the proficiency requirements for that skill. Any employee possessing that skill will be given preference for the additional training needed to maintain his or her proficiency.

The assigned OJT and Supervisor will develop additional training for employees that need to maintain proficiency and incorporate that training into the Training Plan. The employee's pay rate, if potentially affected by the loss of a skill, will not be reduced without LMC review and approval.

Additional skills may be required due to the purchase of new and different types of equipment or evolution of work duties and/or some skills may become obsolete. The Skills Board will recommend addition or deletion of skills in the SBP plan to the LMC. If the number of skills required for a pay step increases, the COUNTY shall give priority to training employees who no longer meet the requirements for that pay step. If a skill is deleted from the SBP Plan, employees with that skill will be given an opportunity to train for another skill in that category before any reduction in pay step(s). If a skill is moved from one category to another by the LMC, any employee with that skill will not suffer an immediate pay step reduction because of that movement. The employee will have six (6) months to acquire the appropriate number of skills in each category to retain their pay step. The employee will have additional time to acquire the necessary skills if training is not offered during the prescribed (six) 6 month period. All training opportunities related to any deleted and/or moved skill blocks will follow the procedures as outlined under 'Training'.

A few specific skills may have on-going requirements for an employee to continue to receive credit for proficiency, such as Incident Response and On-The-Job-Trainer. If an employee does not satisfy the on-going requirements for a skill the Skills Board will be asked to review the situation and may make a recommendation to the LMC that the related skill be withdrawn. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

Licenses and Certifications

If an employee through his or her in-action or by choice allows his or her required certifications or licenses to lapse, the Skills Board will reevaluate the employee's level of proficiency in the affected skills. The Skills Board may recommend to the LMC that the employee's credit for proficiency in that specific skill be removed. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

Work Assignments

Whenever possible, employees will be assigned duties where they can gain experience that will help them to achieve proficiency in additional skills. Daily work assignments will be made consistent with the needs of the COUNTY. Such work assignments will not be arbitrary or capricious.

Layoff Order and Bumping Rights

All instances regarding layoffs and bumping rights shall be handled in accordance with the procedures in the current collective bargaining agreement. Any employee bumping into a section with a SBP system shall enter at Step 1. Such employees shall remain at Step 1 for thirty (30) calendar days during which time the Skills Board will conduct an evaluation of his or her skills. The Skills Board will determine what skills the employee is proficient in, establish his or her initial skill level, and determine his or her appropriate pay step. The employee will receive any related step increase effective the 31st day of his or her transfer.

Hiring

Management has the right to recommend upper step appointments. Any current County

employee that competes and is selected for this skill based pay program shall receive the rate of pay in the skill based pay range that causes the least reduction in pay from the employee's current pay.

Newly hired employees will normally be placed into step 1. The Skills Board will conduct an evaluation of the newly hired employee's skills during their 6th month of employment. The Skills Board will determine what skills the employee is proficient in and determine his/her appropriate pay step per the Skill Based Pay Steps table. The employee will receive any related pay increase effective the beginning of the next payroll period after a Skills Board action. The Skills Board may recommend to the DTD Labor Management Committee that an upper step appointee be placed at a lower pay step level.

SBP Plan Changes

Employees in a SBP plan are not eligible for out-of-classification pay and can not submit Position Classification Questionnaires (PCQs) for work in a SBP covered position.

Any alterations to this plan deemed necessary will only be made through agreement between the AFSCME Council Representative and COUNTY as represented by the Chief Negotiator.

Traffic Control Worker

Skill Based Pay Steps Table:

SBP Steps:	1	2	3	4	5	6
YELLOW	10	12	14	14	14	15
RED	0	4	6	9	10	12
GREEN	0	1	2	2	3	4

TRAFFIC CONTROL WORKERSKILLS LIST

YELLOW SKILLS	RED SKILLS	GREEN SKILLS
<ul style="list-style-type: none"> • Blueprint reading Skills • CDL Tank Endorsement • Class B CDL • Equipment Maintenance Skills • First Aid And Cpr Certification • Forklift Certification • Hand Tool Operation • Imsa Level 1 - Signs • Imsa Work Zone Safety • Interpersonal Communication Skills • Power Tool Operation (Air, Elec & Hyd) • Shop Tool Operation • Sign Maintenance - Supervised • Sign Making – Limited Supervision • Traffic Control 	<ul style="list-style-type: none"> • Aerial Boom Truck Operations • Competent Leadership Skills • IMSA Level 2 - Signs • Intermediate Computer Skills • Line Laser Operations • Pavement Marking - Supervised • Pavement Marking – Unsupervised • Pavement Marking Removal • Sign Maintenance - Unsupervised • Sign Making – Unsupervised • Striper Operation – Driver • Striper Operation – Gunner • Traffic Control – Emergency Response 	<ul style="list-style-type: none"> • Associates Degree (Any field of study) • Bachelors Degree 9Any Field of Study) • Class "A" Cdl • Front End Loader • IMSA Level 3 - Signs • On-The-Job Trainer (Bridge/Traffic) • OSU Intro to Traffic Eng Principles • OSU MUTCD Course • Striper Operation - Layout

APPENDIX B - DRUG & ALCOHOL TESTING POLICY

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

MEMORANDUM OF UNDERSTANDING

DRUG & ALCOHOL TESTING POLICY

TABLE OF CONTENTS

POLICY STATEMENT	85
WHO WILL BE TESTED AND WHEN	85
EDUCATION AND TRAINING	86
EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL	86
PREScription MEDICATIONS	87
<i>“Medical Marijuana”</i>	88
PROHIBITIONS	88
INVESTIGATION OF PREVIOUS TESTING	89
TYPES OF DRUG AND ALCOHOL TESTING REQUIRED	89
<i>Pre-employment Testing</i>	89
<i>Random Testing</i>	89
<i>Reasonable Suspicion Testing</i>	90
<i>Post-Accident Testing</i>	91
<i>Return to Duty and Follow-up Testing</i>	92
<i>Costs of Testing</i>	92
DRUG AND ALCOHOL TESTING PROCEDURES	93
<i>Drug Testing</i>	93
<i>Breath Alcohol Testing</i>	93
DRUG TEST RESULTS REVIEW	94
<i>Medical Review Officer Reporting Options and Employer Actions</i>	95
<i>MRO Verification Without Notifying the Employee</i>	96
<i>Communication of Results</i>	96
FAILURE TO COOPERATE	96
DISCIPLINARY ACTION AND PROCEDURES	97
RETURN TO DUTY PROCEDURES	98
RECORD KEEPING PROCEDURES	99
<i>Record Retention</i>	100
ATTACHMENT A	101
<i>DEFINITION OF TERMS</i>	101
ATTACHMENT B	105
<i>POST ACCIDENT TESTING</i>	105
ATTACHMENT C	
<i>UNITED STATES COAST GUARD REGULATIONS</i>	

DRUG AND ALCOHOL TESTING POLICY

Clackamas County Department of Transportation and Development Employees covered by US DOT Regulations

POLICY STATEMENT

Clackamas County Department of Transportation (DTD¹ or "the County") is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, DTD has implemented a substance abuse testing policy which applies to all applicants for, and employees who hold "covered driver" and "covered operator" positions.

DTD recognizes each individual's value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see "Employee Assistance Program and Self-Referral").

This Drug and Alcohol Testing Policy ("Policy") is intended to comply with DOT regulations, changes in which will supersede specific policy provisions. To view revisions to this policy made by the Federal Motor Carrier Safety Administration (FMCSA) or the Federal Highway Administration (FHWA) since this publication, and additional information such as testing procedures, service providers, etc., go to:

http://web1.clackamas.us/mydepartment/3004.jsp?q_dept=DES&q_pagename=drugtesting.htm

EFFECTIVE DATE: March 1, 1995 **POLICY REVISED:** September, 2003
July, 2006
June 2010

WHO WILL BE TESTED AND WHEN

Covered drivers are defined as those who are required to hold commercial driver's licenses for their jobs. Such applicants and employees fall under the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations ("Controlled Substances and Alcohol Use and Testing," 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

¹ Terms used throughout this policy are defined in Attachment A

** See Attachment C

Covered operators are defined as operators of vessels covered by United States Coast Guard Regulations. **

Covered drivers/operators may be tested for drugs or alcohol whenever they are ***on duty***.

For the purposes of this Policy, "on duty" is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered "on-duty" time.

EDUCATION AND TRAINING

DTD will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new covered drivers and covered operators will receive specific information regarding DTD's Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers and covered operators who may be required to make "reasonable suspicion" determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes EACH for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

An employee who wishes to seek confidential medical treatment for a drug or alcohol problem may refer to and follow Clackamas County's Employment Policy and Practice #10 regarding Family Medical Leave.

UNDER THE COUNTY'S INDEPENDENT AUTHORITY, DTD will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. Under these circumstances, there will be no adverse consequences to the self-identification. The admission must not be made in order to avoid testing or after notification of an upcoming test.

When a covered driver or covered operator voluntarily reports a drug/alcohol problem BEFORE it is discovered through a drug or alcohol test, he/she will immediately be removed from duty and provided with a contact number for the County's EAP program and a list of locally available Substance Abuse Professionals. The employee may work with EAP, select a SAP of their choice, or a qualified drug/alcohol counselor of their choice for evaluation and recommendation of treatment.

The County's Designated Employer Representative (DER) will provide information about existing leave and medical benefits provided under employment policies applicable to the driver/operator.

In the event an employee who self refers enters into an outpatient treatment program, the County will provide appropriate work for the employee while undergoing treatment. In the event an employee who self refers enters into an inpatient treatment program and is on a wait list for an opening, the County will provide appropriate work for the employee until such opening becomes available. The employee will provide to the County a statement from the facility that the employee is on a wait list and the approximate date a bed will become available.

Covered drivers who have self-referred must be evaluated, undergo treatment, if required, and be recommended for return to driving duties by the drug/alcohol evaluation expert. A negative drug and/or alcohol test is required prior to the resumption of driving duties. Follow-up drug testing, if recommended by the treatment provider, will be conducted under the County's independent authority and processed as non-DOT tests.

Time used for purposes of assessment, evaluation, counseling, treatment, and testing may be charged against available sick, vacation, or compensatory time leave accruals. If paid time is not available, the employee will be allowed to use leave without pay or a leave of absence as allowed under the current bargaining agreement.

PRESCRIPTION MEDICATIONS

Prescription medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Covered drivers/operators should ask their physicians for specific instructions as to how much medication they should take and when they should take it to ensure safe use relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Under the County's independent authority, all covered drivers/operators are specifically required to notify their immediate supervisors when they are taking medications associated with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery). An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication with his/her doctor in relation to job duties; the type of medication; beginning and ending dates of treatment. The employee should give the note in a sealed envelope to his/her direct supervisor for confidential delivery to the Designated Employer Representative (DER). The DER working in conjunction with DTD management will then determine whether to require written medical authorization to work from a prescribing health care practitioner or if any accommodations are necessary.

The County will restrict access to medical information to those with a need to know, and will protect the confidentiality and security of the information.

All medicines brought onto DTD property/premises must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

9. "Medical Marijuana"

Marijuana is a Class I controlled substance; its use is illegal under federal law. Although some states permit the use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor, this is not an acceptable explanation for a positive drug test under this Policy. The Medical Review Officer will automatically verify such tests as positive.

PROHIBITIONS

FMCSA REGULATIONS SPECIFY the following prohibitions:

- 1) **Covered drivers and covered operators must not use alcohol within four (4) hours prior to reporting for duty ("pre-duty use").**
- 2) **Covered drivers and covered operators are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L² or greater while on duty.** Those with levels of 0.02 or greater as demonstrated by alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see "Discipline")
- 3) **Covered drivers and covered operators are prohibited from using alcohol after an on-the-job accident until:**
 - a. The Designated Employer Representative or his/her designated alternate has determined that alcohol testing is not required, OR
 - b. A alcohol test has been completed, OR
 - c. Eight (8) hours have passed since the accident.
- 4) **Covered drivers and covered operators must not show evidence of the use of controlled substances without a valid prescription.**
- 5) **Refusal** by a covered driver or covered operator to submit a urine, saliva or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater (see "Discipline" section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

² Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

INVESTIGATION OF PREVIOUS TESTING

As a condition of employment, applicants for covered driver or covered operator positions will be required to provide written consent for DTD to obtain the following information from DOT regulated employers who have employed the applicant during any period during the three (3) years preceding the date of application or transfer:

- Names and addresses of previous DOT covered employers;
- Alcohol tests with a result of 0.04 or greater;
- Verified positive drug tests;
- Refusal to be tested (including verified adulterated or substituted drug test results);
- Other violations of DOT agency drug and alcohol testing regulations; and
- If the applicant violated a DOT drug and alcohol regulation, documentation of the applicant's successful completion of DOT return to duty requirements. (Note: If the previous employer does not have information about the return to duty requirements, DTD must seek to obtain this information from the applicant.)

The County must ask the applicant whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the applicant applied for, but did not attain, a DOT-regulated safety-sensitive transportation position during the two years preceding date of application. (If the applicant admits that he/she had a positive test or refusal to test, the applicant must document successful completion of the return to duty process.)

TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this policy:

Pre-employment Testing

Pre-employment drug testing is required for all covered driver or covered operator positions. Applicants will be notified that drug testing is a requirement of the application process.

Under the County's independent authority, and as permitted by the DOT, a negative dilute result is unsatisfactory on a pre-employment test. Applicants will be given one additional opportunity to provide a valid specimen. The result of the second test will determine whether the applicant is eligible for employment as a covered driver/operator.

A drug test result which is verified as positive for unauthorized use of controlled substances, or found to be substituted or adulterated, will disqualify the applicant for the covered driver or covered operator position.

Random Testing

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection "pool" has an equal chance of being

selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers and covered operators are required to be randomly tested under DOT regulations.

Method of Random Selection: DTD has contracted with an outside drug testing management service to perform computerized random selections on its covered employees. Selections occur monthly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests will be completed annually, as required by current DOT regulations.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration's drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a list of individuals who have been selected for testing to the Designated Employer Representative.
- 3) The Designated Employer Representative or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the employee instruction card.
- 4) **IMMEDIATELY** after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the Designated Employer Representative will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

Reasonable Suspicion Testing

"Reasonable suspicion" means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) DTD shall require a driver/operator to submit to an alcohol test when the DTD has reasonable suspicion to believe that the driver/operator has violated the prohibitions of this policy concerning alcohol. DTD's determination that reasonable suspicion exists to require the driver/operator to undergo an alcohol test must be based on specific, contemporaneous, articulable observations

concerning the appearance, behavior, speech or body odors of the driver/operator.

- 2) DTD shall require a driver/operator to submit to a controlled substances test when the DTD has reasonable suspicion to believe that the driver/operator has violated the prohibitions of this policy concerning controlled substances. DTD's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two supervisors if at all feasible, but only one observation is required. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. DTD will ensure that the employee involved is immediately removed from the workplace and is escorted by a supervisor to a urine specimen collection or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. Under the County's independent authority, and as permitted by the DOT, a negative dilute result is unsatisfactory on a reasonable suspicion test. Applicants will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail.

Employees will have access to union representation, if requested, at every step of the "reasonable suspicion" testing procedures, except during specimen collection.

Post-Accident Testing

A *reportable accident* under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

**Covered DTD employees see Attachment B

UNDER FMCSA REGULATIONS, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

DTD will ensure that the employee involved in a *reportable accident* will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the County.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

DTD will provide its covered drivers and covered operators with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Covered drivers/operators are prohibited from using alcohol for eight (8) hours following an accident/crash or until they have undergone a post-accident alcohol test, whichever occurs first.

An alcohol test should be administered within two (2) hours following the accident/ crash, but no later than eight hours.

A drug test should be administered as soon as possible but no later than thirty-two (32) hours after the occurrence of an accident/crash.

Return to Duty and Follow-up Testing

FMCSA regulations require return to duty and follow-up drug and/or alcohol testing when a covered driver or covered operator has engaged in prohibited drug or alcohol-related behavior. A negative drug and/or alcohol test is required prior to return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. DTD will comply with any mandated testing requirements outlined by the SAP.

Please refer to "Return to Duty Procedures" and "Disciplinary Action and Procedures" for additional information.

Costs of Testing

The County will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The County will be responsible for payment of any requested split tests, return to

duty, and follow-up tests with a negative test result, or canceled.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The County agrees to pay for the test and then collect from the employee.

DRUG AND ALCOHOL TESTING PROCEDURES

Drug Testing

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle.
- 2) If an employee is unable to provide an adequate volume of urine on the first attempt ("shy bladder"), he/she will have an opportunity to drink up to 40 ounces of fluids within three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the MRO to determine whether the incident constituted a refusal to test per 49 CFR 40.193.
- 3) Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services will perform drug testing.
- 4) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").

Breath Alcohol Testing

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
 - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.

- b. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Designated Employer Representative or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Designated Employer Representative.

DRUG TEST RESULTS REVIEW

Drug test results on a covered driver/operator which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the Medical Review Officer (MRO).

A POSITIVE drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

<u>Substance or Class</u>	<u>Initial Screening Cut-off</u>	<u>Confirmation Cut-off</u>
Amphetamines	500ng/mL*	250 ng/mL*
Methamphetamines* MDMA (Ecstasy)*		
Cocaine	150 ng/mL*	100 ng/mL*
Marijuana (THC)	50 ng/mL	15 ng/mL
Opiates Codeine/Morphine 6 Acetylmorphine (Heroin)	2000 ng/mL 10 ng/mL*	2000/10ng/mL 10 ng/mL*
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

*Effective 10/1/10 new DOT cutoffs.

- Methamphetamines, MDMA (Ecstasy), Codeine/Morphine and 6 Acetylmorphine (Heroin) all act as "metabolites" tested under the main substance or class.
- Drug testing cutoff levels are the minimum concentrations of drugs or metabolites that must be present in specimens, before labs will report the drug testing result as positive.

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the County.

Medical Review Officer Reporting Options and Employer Actions

- “Negative” – self explanatory
- “Negative Dilute” – Upon receipt of a “negative dilute,” the employee shall be required to immediately provide another specimen. The collection shall be conducted with the minimum possible advance notice and the employee shall be escorted to the collection facility by the Designated Employer Representative, Supervisor, or other designated person. In the event the second test result is “negative dilute,” no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a “Refusal to Test” under the regulations.
- “Canceled – Split specimen test could not be performed.” This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.
- “Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” No further action required unless a “Negative” test result is required for pre-employment, return to duty, or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.
- “Cancelled Invalid Result.” An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required.” The employer is not required to take any further action unless a “negative result is required (i.e., pre-employment, return to duty, or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.
- “Positive or Positive Dilute” – The employer must comply with the requirements for a positive test under the regulations.
 - Immediately remove employee from safety-sensitive functions; and
 - Referral to a SAP – If the employee is terminated, he/she is to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
 - Return to Duty provisions must be followed.
- “Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.
- “Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

MRO Verification Without Notifying the Employee

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO;
- The DER has successfully made and documented a contact with the employee, and instructed the employee to contact the MRO, and more than 72 hours have passed since the time the DER contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the "split" portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending "split" specimen testing. If a donor requests testing of the "split" specimen but none is available, the MRO will cancel the test.

Communication of Results

The MRO or his/her designated representative will report test results ONLY to the DER authorized by the County to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

FAILURE TO COOPERATE

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver or covered operator who refuses to take a drug or alcohol test to comply with FMCSA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver or covered operator position whose drug test results are negative and who has documented satisfactory participation in a previous employer's drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) A covered driver or covered operator who is in a probationary employee status and violates this drug/alcohol policy will be terminated. (A pre-dismissal hearing will be allowed.) Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see pages 6 and 7)
 - b. An alcohol test result of 0.02 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate
- 3) Any covered driver or covered operator found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
 - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see pages 6 and 7)
 - b. An alcohol test result of 0.04 or greater
 - c. A verified positive drug test result
 - d. Refusal to test or to cooperate
- 4) A covered driver or covered operator determined to have evidence of alcohol in his/her system in the range of 0.02 – 0.039 will be subject to progressive discipline.
 - a. On any occasion in which a covered driver or covered operator has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of at least 24 hours. Employee may deduct this time away from work from any available paid time except sick leave, or choose leave of absence without pay. No further alcohol testing will be required prior to resuming work at the beginning of the next shift following the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 5) Covered drivers and covered operators who have volunteered information concerning drug or alcohol problems and/or voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.

6) **ALCOHOL RESULT OF 0.04 OR ABOVE**

Under the County's independent authority, any covered driver or covered operator who has had a **confirmed alcohol result of 0.04** or above shall be subject to progressive disciplinary procedures. Before returning to duty, they must agree to meet all return to duty requirements of the FMCSA. Additionally, any confirmed alcohol test result of 0.04 or above, a verified positive drug test, or a refusal to test while the employee is undergoing required treatment and/or testing, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)

7) **POSITIVE DRUG TEST**

Under the County's independent authority, any covered driver or covered operator who has had a verified positive drug test shall be subject to progressive disciplinary procedures. Before returning to duty, he/ she must agree to meet all return to duty requirements of the FMCSA. Additionally, any verified positive drug test or confirmed alcohol test result of 0.04 or above or refusal to test while the employee is undergoing required treatment and or testing, subsequent to the employee's return to duty, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FMCSA:

- 1) Covered drivers and covered operators who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
- 2) Covered drivers and covered operators who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers and covered operators may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee.

Under the County's independent authority, covered drivers and covered operators who have had alcohol test results of 0.04 or greater and/or a verified positive drug test and are awaiting recommendation for return to duty shall deduct this time away from work from any available paid time except sick leave (unless provided by law), or choose leave of absence without pay.

RECORD KEEPING PROCEDURES

DTD's Designated Employer Representative will maintain drug/alcohol testing records in a secure filing system, separate from the County Personnel files, with information available only on a "need to know" basis.

A driver/operator is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the Designated Employer Representative or to the County drug testing management service.

The County shall release information regarding a covered driver or covered operator's records to a subsequent employer upon receipt of a specific written request, by the covered driver/operator, authorizing release of the records to an identified person.

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver or covered operator and arising from an alcohol test and/ or a verified positive drug test or from DTD's determination that the driver engaged in conduct prohibited by FMCSA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, DTD will disclose information regarding post-accident alcohol and/or drug testing.

Record Retention

The following schedule of record keeping will be maintained by the Designated Employer Representative and his/her authorized agents:

1 Year	Negative drug test results Alcohol test results less than 0.02
2 Years	Records related to the alcohol and drug collection process. These include: Custody control forms. Documents related to random selections Reasonable suspicion determinations. Post accident determinations. Medical evaluations for insufficient amounts of urine and breath.
3 Years	Previous employer records.
5 Years	Alcohol test results of 0.02 or greater. Verified positive test results. Refusals to test. Follow-up tests and follow-up schedules. Employee evaluation and referrals to SAPs. Yearly summaries of tests performed and results. EBT calibration documentation. Annual MIS reports.
Indefinite	Supervisor education and training records are to be saved for an indefinite period plus two years after ceasing to perform functions.

ATTACHMENT A
DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Accident:

Reportable accident (covered drivers): An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.
- d. As described in Attachment B for DTD covered employees.

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

Alcohol: Ethyl alcohol or ethanol.

Alcohol Screening Device (ASD): 49 CFR 40.3 – A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

Breath Alcohol Technician (BAT): An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

Breath Alcohol Testing Site: A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

CFR: United States Code of Federal Regulations

Chain of Custody: Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS),

Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

Collection Site: A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

Collector: A person who instructs and assists applicants and employees through the urine specimen collection process.

Confirmation Test: A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for DOT mandated drug testing.

Controlled Substances: Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

County: Clackamas County and/or Department of Transportation and Development

Covered Driver: Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with DTD and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.

Dilute Specimen: 49 CFR 40.3 – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

DOT: United States Department of Transportation

DTD: Clackamas County Department of Transportation and Development

FHWA: Federal Highway Administration

FMCSA: Federal Motor Carrier Safety Administration

GVWR: Gross Vehicular Weight Rating; size criterion for determining

classification of a commercial motor vehicle under federal regulations.

Initial or Screening Test: An immunoassay screen to eliminate “negative” urine specimens from further consideration.

Medical Review Officer (MRO): A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the Designated Employer Representative.

Negative Drug Test: A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee’s or applicant’s system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

On Duty: Under this policy, a covered driver is “on duty” when he/she is at work and ready to perform safety-sensitive functions, e.g., qualified and available to drive a commercial motor vehicle.

Positive Drug Test: A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

Confirmed Positive Drug Test: A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

Verified Positive Drug Test: A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

Prohibited Drugs: Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

Random Testing: Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

Reasonable Suspicion: Observations of an employee’s condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

Refusal to Submit: Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

Safety Sensitive Functions: Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

SAMHSA: Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly National Institute on Drug Abuse (NIDA).

Screening or Initial Test: Immunoassay screen to eliminate “negative” urine specimens from further consideration.

Serious Marine Incident – SMI: See Attachment C – United States Coast Guard Regulations

Split Specimen Collection Procedure: A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

Split Test: If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

Substance Abuse Professional (SAP): Under DOT regulations, individuals who may serve as substance abuse professionals include:

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or
- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Designated Employer Representative must inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified Substance Abuse Professionals in the local area.

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

ATTACHMENT B
POST ACCIDENT TESTING

Under the County's independent authority, any covered driver or covered operator employed by DTD directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating County equipment (resulting in property damage in excess of \$1,500.00) may be required to undergo drug and/or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

Determination of when testing is necessary shall be made by the Designated Employer Representative or his/her designated representative in consultation with DTD management. Drug and Alcohol tests conducted Under the County's independent authority will be processed as non- DOT tests.

APPENDIX C

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

MEMORANDUM OF UNDERSTANDING
EXCEPTIONS TO THE FOUR DAY WORK WEEK

Memorandum of Understanding
By and between
AFSCME DTD
And
Clackamas County

All requests for exception should be made to the employee's supervisor at least two (2) weeks prior to the date the employee is requesting the exception to take place. Individual employees may request exceptions to the four-day work week, as established below, for personal or business reasons by filling out the "Employee Request for Schedule Adjustment during Four-Day Workweek" form. Requests for personal exceptions, excluding ADA, medical exemptions or religious reasons, shall be made to the employee's direct supervisor

Exceptions to the Four Day Work Week

Exceptions may apply where required for business purposes or public service reasons. Personal exceptions may be made for ADA or medical accommodations, child or family care, educational or transportation commitments, or other personal reasons or community service commitments.

Allowances for exceptions will be made consistent with the needs of the county and may include: flexible schedules as defined in Article 7, Section 4., alternative work schedules allowing work on Friday via alternative work location, telecommuting, or other creative options.

Requests for individual exceptions to the regular schedule will be prioritized by the following order of importance:

1. ADA or medical accommodations (requires application and physician documentation) or religious accommodation requests. **This category of importance will be reviewed through DES.**
2. Child care or family care center hours and contractual obligations to drop off or pick up family.
3. Educational commitments (previously scheduled classes) or transportation schedules (need to catch a bus, carpool that have limited options for alternate times).
4. Other personal reasons or community service commitments.

If the request is denied, the employee may appeal the Supervisor's decision:

- 1) To the Department Director.
- 2) If an employee's personal exception request is denied by the Director, the employee may appeal the denial to the DES Director, or designee, whose decision will

be final and not subject to the grievance and arbitration process of the collective bargaining agreement.

Denials of requests must be in writing and provide an explanation for the denial. Denials cannot be for arbitrary and capricious reasons

For Clackamas County

For AFSCME