



COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
COLUMBIA COUNTY, OREGON  
AND THE  
COLUMBIA COUNTY EMPLOYEES, LOCAL 1442,  
AND THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 75

JULY 1, 2024 THROUGH JUNE 30, 2029

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COLUMBIA COUNTY, OREGON  
AND THE  
COLUMBIA COUNTY EMPLOYEES, LOCAL 1442,  
AND THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 75

**PREAMBLE**

This Agreement entered into by COLUMBIA COUNTY, OREGON, hereinafter referred to as the “County”, the COLUMBIA COUNTY EMPLOYEES, LOCAL 1442, AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 75, hereinafter collectively referred to as the “Union”, has as its purpose the promotion of harmonious relations between the County and the Union; the establishment of an equitable peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1 – DEFINITIONS**

**Anniversary Date – Original:** Original anniversary date is the first day of the month in which the employee is hired into a particular position, if hired between the 1<sup>st</sup> and the 15<sup>th</sup> day of the month inclusive, or the first day of the next month if the employee is hired on the 16<sup>th</sup> day or later in a month. This is the date utilized for salary step increases for that particular position unless specified otherwise under “Anniversary Date – Promotional”, vacation accrual adjustments, retention incentive and sick leave accrual. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more.

**Anniversary Date – Promotional:** Promotional anniversary date is the first day of the month in which the employee is promoted to a position in a higher salary range, if promoted between the 1<sup>st</sup> and the 15<sup>th</sup> day of the month inclusive, or the first day of the next month if the employee is hired on the 16<sup>th</sup> day or later in a month. This is the date utilized for salary step increases for the promoted position. This date shall be adjusted to subtract any periods of unpaid leave of a full day or more.

**Bargaining Unit Employee:** An employee who is a member of the bargaining unit as provided by Section 2.1 of this Agreement regardless of FLSA status.

**Break In Service:** A termination of employment as a result of a layoff in excess of twenty-four (24) months or as a result of resignation, retirement or dismissal. Periods of authorized leave without pay or layoff of twenty-four (24) months or less shall not be considered a break in service but

shall not be considered when calculating length of service for longevity pay, eligibility for leave accruals or seniority, except as provided for in Article 11.

Business Day: Monday through Friday, excluding holidays.

Classification Family: A series of position classifications intended to be progressive and typically numbered from low to high, such as Property Appraiser Trainee, Property Appraiser I and Property Appraiser II.

Confidential Employee: A confidential employee as defined in ORS 243.650(6).

County: For the purposes of this Agreement, references to action by or directed to the County shall be deemed to refer to the Human Resources Director, as a representative of the Board of County Commissioners on personnel matters.

Date of Hire: The date an employee first performs paid service for Columbia County as an employee represented by a bargaining unit.

Dismissal: The termination of an employee from County employment as a result of disciplinary action.

Domestic Partner: Anyone registered as a domestic partner in the State of Oregon as defined in ORS 106.310.

Employee: As used in this Agreement, unless the context expressly provides otherwise, the term “employee” shall mean a “bargaining unit employee” as defined above.

Fiscal Year: July 1 through June 30<sup>th</sup>.

FLSA Exempt: An employee considered exempt from overtime requirements as defined by the Fair Labor Standards Act. Exemption from overtime does not necessarily exclude the employee from the bargaining unit.

FLSA Non-Exempt: An employee not considered exempt from overtime requirements as defined by the Fair Labor Standards Act.

Full-Time Employee: An employee whose regular work schedule is the full normal work week as defined in Section 17.1.

Immediate Family: An employee’s spouse, domestic partner, parents, stepparents, children, stepchildren, siblings, step-siblings, grandparents, grandchildren, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, aunt, uncle, niece or nephew, whether or not residing with the employee; and other close relatives or persons who regularly reside in the employee’s household.

Layoff: A separation from County employment or a reduction in hours of more than 10% for reasons not reflecting discredit on an employee and for reasons outside of the employee's control.

Leave of Absence: An authorized leave in a non-paid status.

Limited Duration Employee: An employee whose position was defined as of a limited duration, not to exceed two years, at creation and/or hire.

Part-Time Employee: An employee whose regular work schedule is at least fifty percent (50%) of the full normal work week but less than full-time.

Probationary Period:

Initial – A twelve (12) month period after initial hire as a bargaining unit employee wherein the employee is not subject to the provisions of Article 12.

Transfer to Vacant Entrance/Open Position – At any time after the initial probationary period, an employee who has been appointed to a vacant entrance level or open position shall serve a six (6) month probationary period. If the employee fails to perform the duties of the position satisfactorily in this probationary period, the employee shall be returned to the former position and salary, or returned to layoff status, whichever the case may be, with no loss of seniority. An employee returned to layoff status shall retain recall rights until the end of the original two (2) year term. Any portion of an initial probationary period not completed before or after transfer will be applied upon return to the former position.

If an employee has not completed any portion of an initial probationary period at the time of the appointment to a new position within the bargaining unit, the employee shall complete the remaining portion, followed by the six-month transfer probation.

Promotional – A six (6) month period after appointment to a promotional position during which the employee may be returned to the employee's former position or returned to layoff status with no loss of seniority.

Credit for Time Worked as a Temporary or Part-Time Worker: An employee who has been working for the County as a temporary or part time worker in the same classification family for at least two months and is appointed to a probationary position within that classification family without any lapse of employment shall be credited with probationary time at a rate of 50% of time worked as a temporary or part time worker to a maximum of four months to be deducted from the initial probationary period.

Promotional Position: A position specifically designated as promotional in Appendix A. Regular employee: An employee who has successfully passed an initial probationary period. Resignation: An employee's voluntary termination of employment with the County.

Retirement: A resignation with the intent to receive retirement benefits.

Seniority: Seniority shall be based on an employee's total length of employment by Columbia County in a bargaining unit position unless there is a break in service. Periods of leave without pay or layoff of twenty-four (24) months or less shall not be included in computing length of service except as provided in Article 11.

Supervisory Employee: A supervisory employee as defined in ORS 243.650(23).

Suspension: The temporary separation, other than administrative leave or a leave of absence, of an employee from County employment in connection with a disciplinary action.

Temporary Employee: An employee who is hired to fill a position during the leave of absence of a regular employee, or to fill a position of limited term for a period not to exceed 1040 hours in a twelve-month period. This does not include any State mandated paid leave hours. Should the temporary employee be subsequently appointed to a regular position and represented by the bargaining unit, time spent as a temporary employee does not count towards any benefits accrual, including seniority, retention incentive, leave accruals, salary, and step increases.

## **ARTICLE 2 – BARGAINING UNIT AND RECOGNITION**

### **2.1 The Bargaining Unit**

The bargaining unit shall consist of all full-time employees and part-time employees of Columbia County excluding:

- a) Temporary employees (full- or part-time) and employees whose regular work schedule is less than 50 percent of the normal pay period;
- b) Confidential employees, supervisory employees, and elected officials;
- c) Deputy District Attorneys;
- d) Any employee working for the County who would otherwise meet the definition of managerial employee as outlined in ORS 243.650(16);
- e) Employees of the Public Works Department;
- f) Employees of the Sheriff's Office;



g) Employees included in the FOPPO bargaining unit in the office of Community Justice.

Newly created positions shall be in the bargaining unit unless the County designates them as exempt. In the event of disagreement as to the status of newly created or modified classifications or positions, determination of status shall be in accordance with the unit clarification procedures as provided by Oregon Law. To minimize the possibility of such disputes, when a new non-bargaining unit classification is created, or when a new position is excluded from a classification otherwise represented by the Union, written notice will be sent to the Union to include the reason for the exclusion.

Should the County believe that any temporary positions will exceed the stated time limits, then the Union shall be notified in writing and requested to grant an extension.

## **2.2 Recognition**

The County recognizes the Union as the exclusive, collective bargaining representative for all employees in the bargaining unit for the purpose of negotiations with respect to wages, hours and related terms and conditions of employment for such employees.

# **ARTICLE 3 – UNION MEMBERSHIP**

## **3.1 Union Membership Agreement**

Membership in the Union shall be the individual choice of an employee. Employees covered by this Agreement shall have the right to pay dues as a means of participation in their Union. Applications for and resignations of membership shall be handled solely by the Union.

## **3.2 Checkoff**

The Union shall notify the County of the current rate of dues and other authorized deductions in a timely manner, which will enable the County to make the appropriate payroll deductions as specified.

Upon receipt of the list of authorizations provided by the Union, the County shall begin monthly deductions effective as of the date of signature on the written authorization. A written authorization for the deductions shall be provided to the County in a timely fashion by the Union.

Employees whose employment begins or ends after working 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.

The Union shall provide to the County a list of identifying the public employees who have authorized the deductions to the Union. The County is entitled to rely on the list to make the authorized deductions and to remit payment to the Union. To the extent the County makes

deductions and payments in reliance on the list described herein, the County is not liable to any employee for damages resulting from an unauthorized deduction.

The County will remit aggregate deductions, together with an itemized statement to AFSCME Council 75, by the 10<sup>th</sup> day of the succeeding month after which the deductions are made. The itemized statement will be provided electronically in excel, provided the program is used by both parties regularly, and shall include: the employee name, employee identification number or other unique identifier, regular hourly wage, wages earned during the relevant period, the pay period dates for which the dues are being withheld, the amount of dues forwarded on behalf of the employee, the amount of any retroactive dues withheld, and the pay period for which such retroactive dues apply.

The Union shall defend, indemnify, and hold harmless the County for 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. However, if the Union provides the County with the list of authorized deductions and the County fails to make an authorized deduction and remit payment to the Union, the County is liable to the Union without recourse against the employee who authorized the deduction for the full amount that the County failed to deduct and remit to the Union.

Employees may revoke an authorization to deduct dues by providing a written statement to the Union within the time period outlined in their membership applications.

### **3.3 Rights of the Parties**

The Union and County agree not to act in an arbitrary, capricious, or unfair manner in the application and interpretation of the terms of this Agreement.

### **3.4 Access to Employees within Bargaining Unit**

- A. Pursuant to ORS 243.804, the County shall allow the Union President or designee at least thirty (30) minutes, but not more than one-hundred twenty (120) minutes, to make a presentation to a new employee within thirty (30) days of hire. The Union orientation will identify the Union's status, organizational benefits, related information and the distribution and collection of membership applications. The potential member may opt out of the meeting.
- B. Pursuant to ORS 243.804, to the extent the County has such information, the County shall provide to the Union, in an excel file, provided the program is regularly used by both parties, the following information for each employee in the bargaining unit: Name; date of hire; known contact information including cellular and home telephone numbers; personal email addresses, home or personal mailing address; job title; salary; and work site location.

The information listed above will be provided by the County to the Union within ten (10) calendar days from the date of hire for newly hired employees whose position is represented by the Union and every 120 calendar days for all employees represented by the Union.

## **ARTICLE 4 – HOLIDAYS**

### **4.1 Recognized Holidays**

The following days shall be recognized as holidays:

- New Year's Day – January 1
- Martin Luther King, Jr.'s Birthday – Third Monday in January
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May
- Juneteenth – June 19
- Independence Day – July 4
- Labor Day – First Monday in September
- Veterans' Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Day After Thanksgiving
- Christmas Day – December 25
- Three (3) Floating Holidays

Any other day which the Board of Commissioners declares a holiday will be recognized as such.

### **4.2 Observed Holidays**

When a recognized holiday falls on a regularly scheduled workday of an employee, the recognized holiday shall be the observed holiday. When a recognized holiday does not fall on a regularly scheduled workday, either the immediately preceding workday or immediately succeeding workday shall be the observed holiday, whichever is closer. For example, for those employees working Monday through Friday on a regular work week schedule as defined by Section 17.2A of this Agreement, when a recognized holiday falls on a Saturday, the observed holiday shall be the preceding Friday. When the recognized holiday falls on a Sunday, the observed holiday shall be the succeeding Monday.

If an observed holiday falls on an employee's regular scheduled day off, the employee shall take a day off as is mutually convenient for the supervisor and the employee. Such re-scheduled holidays must be scheduled within the fiscal year during which they are observed.

### **4.3 Floating Holidays**

Three (3) floating holidays shall be credited to those employees on the payroll on July 1 of each fiscal year. Floating holidays shall be pro-rated for part-time employees. Two (2) floating holidays shall be credited to those employees hired on the payroll after July 1, and before January 1, of each fiscal year. One (1) floating holiday will be credited for any employee hired on the payroll on or after January 1 and on or before June 30 of any fiscal year for the fiscal year in which the employee is hired. Floating holidays must be used by June 30 of each fiscal year, or they will be lost. Such time off will be available at the discretion of the employee, with the consent of the supervisor in charge. The supervisor will recognize seniority in any conflicts of scheduling.

### **4.4 Holiday Leave**

Each full-time employee shall be entitled to take holiday leave on each observed holiday equal to twenty (20) percent of the employee's full regular work week. Holiday leave shall be prorated for part-time employees.

### **4.5 Holiday Pay**

Employees who work the last scheduled workday before and the first scheduled workday after the observed holiday shall be entitled to holiday pay for the observed holiday. Workdays when an employee is on authorized paid leave shall be considered days worked for the purpose of this Section.

Holiday pay shall mean twenty (20) percent of an employee's normal weekly pay. During a week in which a holiday falls, an employee may adjust daily work hours to make up the remaining eighty (80) percent or utilize accrued vacation leave, compensatory time or unpaid leave to supplement the holiday leave and holiday pay. Holiday pay shall be prorated for part-time employees.

### **4.6 Holiday During Leave**

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

Employees drawing workers' compensation benefits shall receive a supplement from the County for the holiday in an amount equal to the difference between twenty (20) percent of the employee's regular weekly pay and that received for one (1) day in workers' compensation benefits. Such supplement shall not be charged against an employee's accrued sick leave or vacation leave. Such holiday pay supplement shall be in effect for the first six (6) consecutive months of an employee on workers' compensation leave.

#### **4.7 Holiday Work**

If an employee is required to work on a recognized holiday, the employee shall be paid, in addition to holiday pay, time and one-half pay for all hours worked. Pay on Christmas Day, New Year's Day, Thanksgiving Day and Labor Day shall be at the rate of double time. Premium pay shall be earned only for hours actually worked, subject to minimum call-in time, whichever is greater, on the recognized holiday and under no circumstance will the County pay time and one-half pay for both the recognized holiday and the observed holiday under this Section.

### **ARTICLE 5 – VACATION LEAVE**

#### **5.1 Accrual**

Full-time employees working a designated regular work week shall accrue vacation leave at the following rates: (Part-time employees shall accrue vacation leave on a prorated basis)

Completed Years of Service	Accrual for 37.5 Hour Week	Accrual for 40 Hour Week
0 through 5 Years	7.5 Hours Per Month – 12 Days Per Year	8 Hours Per Month – 12 Days Per Year
5+ through 10 Years	9.375 Hours Per Month – 15 Days Per Year	10 Hours Per Month – 15 Days Per Year
10+ through 15 Years	11.875 Hours Per Month – 19 Days Per Year	12.667 Hours Per Month – 19 Days Per Year
15+ through 20 Years	13.125 Hours Per Month – 21 Days Per Year	14 Hours Per Month – 21 Days Per Year
20+ Years	15.0 Hours Per Month – 24 Days Per Year	16 Hours Per Month – 24 Days Per Year

No vacation leave shall accrue for any month during which the employee is on leave without pay or layoff status for more than one-half of the employee's standard working hours for that month. Vacation leave shall be accrued at the end of the month in which it is earned.

#### **5.2 Maximum Accrual and Payment**

No employee shall accumulate more than a maximum of 400 hours of vacation leave except for employees who have 20 or more years of service, in which case, the maximum accrual of vacation leave shall be 500 hours (see below for maximum payment of accrued vacation leave).

Completed years of service shall include all periods of employment by Columbia County unless there is a break in service or a leave of absence without pay.

Employees may choose to be paid for one week (equal to the employee's regular work week hours) of accrued vacation and/or compensatory leave, provided the employee has a combined

accrued vacation/compensatory leave balance of at least 100 hours before the payout. This option may be exercised once every twelve (12) months. However, employees must notify their supervisor by March 1<sup>st</sup> of each year in order for payment to be made in the following fiscal year. The County may refuse to pay employees under this provision if notice is not given by the employee by the required date.

The Union explicitly, clearly and unmistakably agrees to the following waiver: Any amounts paid to employees under the terms of this section for accrued vacation and/or compensatory leave payouts are specifically not to be included in the calculation of an employee's overtime rate.

### **5.3 Utilization**

An employee may not utilize accrued vacation leave during the employee's first six (6) months of service; thereafter, employees shall be permitted to choose either split or entire vacation periods and shall take not less than five (5) working days annually. Whenever practicable, and consistent with the needs of the County and the availability of vacation relief, employees shall have the right to select vacation times. It shall be the responsibility of supervisors annually to establish lists showing the vacation periods chosen by individual employees. Seniority shall prevail in the event of conflict between employees over the choice of vacation dates, but each employee shall be permitted to exercise the right of seniority only once annually.

### **5.4 Payment of Vacation Leave Upon Dismissal or Death**

In the event of the dismissal of an employee for any reason, or of the employee's death, up to a maximum of 400 hours of accumulated vacation leave shall be converted to vacation pay and paid to the employee, or to the employee's estate. Except that, an employee who is dismissed prior to the completion of six (6) months of service from the date of hire shall not be eligible for accumulated vacation pay.

### **5.5 Transfer of Vacation Leave**

In the event of an employee's separation from County employment due to the employee's death or terminal diagnosis, other employees may choose to donate up to sixty (60) hours of accrued vacation time, provided the employee has an accrued vacation balance of at least 100 hours before the payout, or less than 100 accrued hours and the employee has express permission from the County to donate the accrued time. An employee receiving this donation may not receive in excess of 400 hours. The Union will notify the County if any employees qualify for this benefit and will notify the County of any donation at least two business days prior to the date the final paycheck is due under wage and hour law. If the County requires additional certification, it may request documentation from the employee's medical professional.

## **ARTICLE 6 – SICK LEAVE AND BEREAVEMENT LEAVE**

### **6.1 Accrual**

Employees who work a regular work week of thirty-seven and one-half (37 ½) hours shall accrue sick leave at the rate of seven and one-half (7 ½) hours for each month worked. Employees who work a regular work week of forty (40) hours shall accrue sick leave at the rate of eight (8) hours for each month worked. Sick leave shall be prorated for part-time employees. Sick leave shall be accrued at the end of each month in which it is earned.

No sick leave shall accrue for any month during which the employee is on leave without pay or on layoff status for more than one-half of the employee's standard working hours for that month. An employee on layoff status who is re-employed within two (2) years shall be credited with the employee's accrued sick leave at the time of layoff minus any amounts paid to the employee pursuant to Section 6.8 below.

### **6.2 Maximum Accrual and Payment**

An employee may accumulate up to 2,080 hours of sick leave for use, or for retirement credit purposes, if such credit is available. No other compensation for accrued sick leave shall be provided to an employee except as provided for in Section 6.8 or 6.9 below.

### **6.3 Scope**

Sick leave shall encompass absence from work by reason of illness, injury, disability, or incapacity, or because of any condition or issue affecting the physical or mental well-being of an employee or their immediate family. Whenever practical, employees shall schedule routine, non-emergency doctor or dentist appointments outside of their normal working hours.

### **6.4 Utilization**

If an employee will be utilizing sick leave, the employee shall notify the supervisor or department head of absence due to illness or injury, and the nature and expected length thereof, as soon as possible, and in no event later than the start of their first regular work shift, unless unable to do so because of serious injury or illness.

A physician's statement of the nature of the illness, the need for the employee's absence, and the estimated duration of the absence may be required at the option of the supervisor or department head for absences of over three (3) days. In cases where the County has documented evidence of sick leave abuse, the employee may be required to get a doctor's statement for absences of one (1) day.

## **6.5 Transfer of Sick Leave**

An employee having accumulated sick leave may transfer up to forty (40) hours per fiscal year of the employee's accumulated sick leave to any other employee, whether in or out of the bargaining unit. An employee may use this donated sick leave in accordance with Section 6.4 provided the employee has exhausted all their accumulated sick leave, accrued vacation leave, and other leave with pay to which the employee may be entitled. Sick leave contributions may be made only in units of whole days.

Employees receiving transfers of sick leave shall be considered on paid status for the purpose of all benefits and rights under this contract.

No employee in an initial probationary period may receive a transfer of sick leave of more than a total of five days during the first six months after hire and no more than a total of ten days during the first twelve months after hire. No regular employee receiving a transfer of sick leave under this Section shall be eligible to receive more than two hundred forty (240) hours in any one fiscal year.

## **6.6 Bereavement Leave**

In addition to regular sick leave, an employee shall be granted up to five (5) days of bereavement leave, with regular salary, as may be necessary as a period of mourning, to make household adjustments, arrange for funeral services, or to attend funeral services in the event of death in the immediate family of the employee. Employees are expected to use only the amount of leave necessary. Bereavement leave may be authorized by the Human Resources Director at his/her sole discretion in circumstances justified by an employee who enjoyed an exceptional relationship with a person not within the scope of this paragraph.

If additional time off is needed for the above reasons, an employee may take up to an additional ten (10) days, drawing from accumulated sick leave, if available. If there is no accumulated sick leave available, then vacation, compensatory or floating holiday leave shall be taken. If there is no other accumulated leave available, then unpaid leave may be taken.

## **6.7 Illness During Leave**

Should an employee become ill while on vacation leave, such period of illness may be charged against accrued sick leave, if verified by a doctor.

## **6.8 Layoff or Death**

In the event of an employee's layoff or death after five (5) consecutive years of County service, the employee or employee's estate shall be paid for fifty percent (50%) of accrued sick leave up



to a maximum of five hundred twenty (520) hours. Said payment shall be calculated using the employee's last hourly rate of pay.

## **6.9 Retirement**

In the event of an employee's retirement after five (5) consecutive years of County service, the employee shall be paid up to fifty percent (50%) of accrued sick leave up to a maximum of five hundred twenty (520) hours at the employee's election. Said payment shall be calculated using the employee's last hourly rate of pay. In addition, fifty percent (50%) of the employee's accrued, unpaid sick leave shall be reported to the Public Employee's Retirement System, if allowed by law.

## **6.10 Paid Leave Oregon**

An employee is entitled to use any accrued paid sick leave, accrued vacation leave, or any other paid leave that is offered by the County in addition to receiving paid family and medical leave insurance benefits during a period of leave for family leave, medical leave, or safe leave to the extent that the total combined amount of accrued paid leave and benefits received by the employee does not exceed an amount equal to the employee's full wage replacement during the period of family leave, medical leave, or safe leave. It is the employee's responsibility to calculate the amount of leave needed to equal the employee's full wage replacement and record hours in the timekeeping system.

Should the State of Oregon make changes to Paid Leave Oregon, the Union and the County shall meet and confer to negotiate necessary changes.

## **ARTICLE 7 – OTHER LEAVES**

### **7.1 Leave of Absence**

Leaves of absence without pay or accrual of other benefits for a limited period, not to exceed six (6) months, may be granted upon written request for any reasonable purpose where, in the judgement of the department head and upon approval of the Human Resources Director, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. A leave of absence without pay will not be granted until all of the employee's accrued vacation leave, and other leave with pay (except sick leave), has been exhausted.

At the discretion of the department head and upon approval of the Human Resources Director, upon written request by the affected employee, such leave may be renewed or extended up to an additional six (6) months.

No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the department head and Human Resources Director.

## **7.2 Jury Duty**

Employees shall be granted leave with regular pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service. Absence of an employee duly required to attend a proceeding and testify as a witness, under subpoena, shall be allowed without loss of compensation, provided the employee is not a party to the litigation, with the exception of County employment-related litigation.

If the employee receives jury duty pay or witness pay (excluding mileage reimbursement) from any source, then that money shall be given to the Columbia County Treasurer's Office.

Employees who are excused from jury service before the end of their normal shifts shall immediately report their availability for assignment to their supervisors.

Employees whose jury service is away from the Columbia County Courthouse shall report their availability to their supervisors when excused if two (2) or more hours of their shift remains.

## **7.3 Voting Time**

If vote by mail is abolished, employees shall be granted leave with pay of not more than two (2) hours on any election day for the purpose of voting if, due to work schedules, they are unable to vote outside of working hours.

## **7.4 Union Business**

Employees elected to any Union office or selected by the Union to do work or to participate in any other Union activity which takes them from their employment with the County may, at the written request of the Union, be granted a leave of absence without pay or accrual of benefits.

A leave of absence for such activities shall not exceed one (1) month but may be renewed or extended for a period not to exceed a total of three (3) months. An employee returning from a leave under this Section shall be reinstated to the employee's former position.

## **7.5 Parental/Family Leave**

To the extent provided by federal and state law, employees may use up to twelve (12) weeks of accrued sick leave, vacation leave, compensatory time or leave without pay. Leave beyond twelve (12) weeks must be approved by the Human Resources Director unless such time meets the definition of Section 6.4.

## **7.6 Military Leave With Pay**

The County shall grant military leave with pay to the extent required by state and federal law.

## **7.7 Military Leave Without Pay**

The County shall grant military leave without pay to the extent required by state and federal law.

## **7.8 Administrative Leave**

Administrative leave is defined as a directed leave with pay from regularly scheduled employment. Administrative leave is not considered a form of discipline. Administrative leave must be approved by the department head and the Human Resources Director.

Employees placed on administrative leave shall continue to receive their pay and accrue benefits during their administrative time off from regularly scheduled employment. The employee may be required to be available for investigations and interviews.

## **7.9 General**

Time spent on authorized leaves of absence shall not be considered a break in the employee's service to the County.

Periods of authorized leave with pay shall be counted as service for the purpose of all benefits provided under this Agreement.

Time spent on leaves of absence without pay shall not be counted for holidays, vacation and sick leave accrual, severance pay, health and welfare, wages, step increases, retention incentive, or seniority.

## **ARTICLE 8 – SEVERANCE PAY**

Any employee who has completed one (1) full year of service with the County but less than five (5) full years of service, and who shall be laid off as a result of causes other than dismissal, retirement, or resignation, shall receive two (2) full weeks' pay. Any employee who has completed five (5) or more full years of service with the County and who shall be laid off as a result of causes other than dismissal, retirement, or resignation, shall receive four (4) full weeks' pay. Such severance pay shall be in addition to any other accrued pay to which the employee is entitled.

However, should the employee be offered and refuse transfer within the same classification, reclassification within the same pay scale, or retraining for a class within the same pay scale or

higher, the employee's refusal shall be considered as a resignation, if the employee was able to perform the essential duties of the job.

## **ARTICLE 9 – HEALTH/WELFARE/RETIREMENT BENEFITS**

### **9.1 Health Insurance**

The Union and the County support the creation and function of the Health Benefits Committee and pledge to give strong consideration to any recommendation the Committee might make and to further allow the specific issue of health care benefits provided to the County employees to be addressed by this Committee. The terms of the Letter of Agreement dated May 30, 2001, updated November 27, 2007, April 5, 2017, and again updated May 15, 2024, wherein the Health Benefits Committee was jointly formed are incorporated herein by reference.

When the parties re-open the Agreement for negotiation under the terms of Article 20, both parties agree to refrain from presenting a specific proposal changing the existing terms of Section 9.1 of the Agreement during bargaining. However, both parties reserve their rights to make proposals of any type during that bargaining process, or later, depending on when the Committee is ready to make its recommendations, and the County and Union agree to re-open Section 9.1 and bargain in good faith on such proposals, once the recommendations are made.

The parties agree to the continuation of the labor/management Health Benefits Committee.

### **9.2 Medical/Dental/Vision Benefits**

The County will provide the insurance coverages subject to the terms of the Letter of Agreement (LOA) approved June 2024, attached as Appendix B to this Agreement. This LOA covers the provision of medical insurance, dental insurance (including orthodontics), vision insurance, flexible spending accounts and VEBA accounts and related issues. After the expiration of the 2024 LOA, the County will provide insurance coverage as negotiated based on a recommendation from the Health Benefits Committee. The County will pay the premium for said coverages for each eligible employee and eligible dependents as outlined in the LOA. Payment of insurance premiums by the County shall be pro-rated for part-time employees and eligible dependents. The insurance coverages cited may change per recommendation from the Health Benefits Committee and approval by the parties.

If the insurance coverage provided by the carrier under any particular plan or under any particular plan then in effect is substantially changed or discontinued by the carrier during the term of this Agreement, the Health Benefits Committee will develop a recommendation for the Union and the County regarding what coverage would be offered to affected employees.

### **9.3 Life Insurance**

The County shall provide group life insurance in the amount of \$40,000 for each employee eligible plus coverage for accidental death or dismemberment including dependent life insurance in the amount of \$2,000. Employees may purchase additional coverage through the plan offered by the County. The additional premium shall be deducted from the employee's monthly paycheck.

### **9.4 Workers' Compensation**

- A. Insured Personnel.** All employees will be insured under the provisions of the Oregon State Workers' Compensation Act.
- B. Supplemental Payment.** The County shall supplement the amount received by an employee from the Oregon Workers' Compensation Board for injuries received while in the course of employment with the County. The day of injury shall be considered a workday, and the employee shall receive the employee's normal salary for that day.

Supplemental payments by the County in an amount equal to the difference between monies received from the Workers' Compensation Board and the employee's regular gross take-home pay shall be made for up to ten (10) working days. Supplemental payments to this maximum level may also be made for attendance at appointments related to the workers' compensation injury which occur during working hours. Thereafter, at the employee's option, the supplemental payments may continue and shall be debited against the employee's accrued sick leave, vacation, compensatory time and/or transferred sick leave (if applicable) at the rate of one-quarter (1/4) day for each day of payment. Any time loss related to a workers' compensation injury must be authorized by a written statement from a medical provider.

### **9.5 Unemployment Insurance**

The County agrees to make unemployment insurance payments as required by state and federal law.

### **9.6 Continuation of Benefits**

The County shall continue to pay the insurance premiums for the plans under 9.1 and 9.2 for three (3) months for employees on a leave of absence because of illness or injury. This period shall be extended for an additional three (3) months for employees absent because of a workers' compensation illness or injury.

This continuation period shall begin when the employee is no longer utilizing accrued sick leave, vacation time, compensatory time or transferred sick leave.

An employee may thereafter continue the benefits under 9.1 and 9.2 for the maximum period permitted by the insurance carrier by paying the required premiums to the County on or before the 20<sup>th</sup> day of the preceding month.

Employees who have exhausted their vacation, accrued sick leave, compensatory time and transferred sick leave shall be considered on unpaid leave of absence until there is a change in their status or a doctor certifies that they are unable to perform the essential duties of their job.

### **9.7 Loss of Continuation of Benefits**

Any employee who is absent from work other than for illness or injury shall not be entitled to the benefits described in Section 9.5.

Any employee absent from work other than for illness or injury shall be able to pay for health insurance premiums through the County as provided by COBRA/HIPPA or other applicable laws. Such payment shall be submitted to the County no later than the 20<sup>th</sup> day of the preceding month.

### **9.8 Public Employees Retirement System**

The County will pay the employee's contributions to PERS and the Oregon Public Service Retirement Plan (OPSRP), if allowed by law, in accordance with the rules and regulations of the Public Employees Retirement Board.

### **9.9 Auto Enrollment in Deferred Compensation**

All employees, who are not currently enrolled, will be automatically enrolled in the deferred compensation plan with a beginning deduction of \$25 per month, pre-tax. The first deduction shall begin with the end of the month pay of the second full month of employment. Any employee who wishes to opt out may do so by submitting the appropriate form, as provided by the County. The exact start date of this program is subject to availability of auto enrollment form the deferred compensation provider.

## **ARTICLE 10 – WAGES**

### **10.1 Wages and Classification Schedule**

The monthly and hourly wages and classifications for employees covered by this Agreement are set forth in Appendix A which is attached hereto and incorporated in this Agreement.

Retroactive to July 1, 2024, all bargaining unit employees shall receive a cost-of-living adjustment of 5.5%.

Effective July 1, 2025, the monthly wages from July 1, 2024, shall be increased based upon the annual average for 2024 of the CPI-U West with the minimum increase of 2% and a maximum increase of 5%.

Effective July 1, 2026, the monthly wages from July 1, 2025, shall be increased based upon the annual average for 2025 of the CPI-U West with the minimum increase of 2% and a maximum increase of 5%.

Effective July 1, 2027, the monthly wages from July 1, 2026, shall be increased based upon the annual average for 2026 of the CPI-U West with the minimum increase of 2% and a maximum increase of 5%.

Effective July 1, 2028, the monthly wages from July 1, 2027, shall be increased based upon the annual average for 2027 of the CPI-U West with the minimum increase of 2% and a maximum increase of 5%.

Within thirty (30) days of ratification, each employee shall receive a one-time lump sum \$300 ratification incentive.

## **10.2 Temporary Assignments**

Whenever an employee is assigned and performs the majority of duties for one (1) entire work day or more in any one (1) pay period of a position in a classification above that in which the employee is classified, the employee shall be paid for such hours at a rate which is 3% higher than the employee's regular rate or at the base rate for the higher position, whichever is greater, unless for training purposes and agreed to by the Union. Assignment of out of classification duties must be in writing.

## **10.3 Pay Periods**

Employees will be paid monthly. The County may, upon 30 days' notice to the Union, implement a twice monthly or bi-weekly pay cycle. As long as employees are paid monthly, an employee may request a mid-month draw for a minimum of fifty dollars (\$50) and a maximum of up to forty-five percent (45%) of the employee's gross monthly pay. Changes in draw pay may be made no more than three times each calendar year. Any payment for overtime work shall be included in the monthly pay, not in the mid-month draw. Pay day for each month shall be designated as the last business day of the month, with the mid-month draw on the fifteenth (15th) day of the month. If the fifteenth (15th) falls on a Saturday, Sunday or holiday, the mid-month draw check shall be ready for the employee on the preceding business day. Any errors in an employee's pay shall be corrected on the next monthly paycheck provided five (5) working days prior notice is given to the County.

## **10.4 Call-In Time**

A call-in is defined as a County initiated and unanticipated return to duty of an FLSA non-exempt employee which begins after release from a regular shift and before the start of the employee's next shift. Excluded shall be (1) anticipated events such as scheduled staff meetings, training sessions, temporary adjustments due to weather and the like; (2) extensions to an employee's regular shift after the end of the shift; and (3) adjustments made to the work week schedule pursuant to Section 17.2.

Any FLSA non-exempt employee called in to work as defined above shall be credited with overtime for each hour or part of an hour worked outside the employee's regular shift at the rate of time and one-half for all hours worked including required travel time from the employee's assigned work site. However, the employee shall be credited with a minimum of three (3) hours of overtime in addition to any other compensation the employee may be entitled to under this Agreement including full payment for all hours worked during the employee's regular shift.

## **10.5 Reporting Time**

Any employee who is scheduled to report to work and who presents themselves for work as scheduled, but where work is not available for them, shall be excused from duty and paid their regular rate for a day's work. If a disaster prevents the County from supplying work for more than one (1) week, employees shall use paid accrued leave or enter unpaid leave status after the end of that first week.

## **10.6 Overtime**

Full-time FLSA non-exempt employees shall either be paid for overtime or accrue compensatory time off at the rate of time and one-half for all hours worked under the following conditions:

- A. All work performed in excess of the employee's regularly scheduled workday.
- B. All work performed in excess of the employee's regularly scheduled work week.
- C. All work performed before or after any scheduled work shift.
- D. All work performed on Saturday or Sunday, or the sixth or seventh day of the employee's work week (fifth, sixth and seventh day for those on a four (4) day workweek).

Notwithstanding paragraphs (c) and (d) above, upon mutual agreement of the employee and the department head, an employee may be allowed to work before or after the regularly scheduled work shift or on Saturday or Sunday (or the fifth, sixth or seventh day for those on a four (4) day work week), without earning overtime, provided the employee does not exceed the hours in the regularly scheduled work week.



Less than full-time employees shall either be paid overtime or accrue compensatory time off at the rate of time and one-half for all hours worked in excess of the regularly scheduled work week for full time employees (37.5 or 40 hours).

Any hours of work performed by less than full time employees which are above the regular FTE for that position but equal to or less than the regularly scheduled work week for full time employees (37.5 or 40 hours) shall not be considered overtime but paid at the straight time hourly rate of the individual employee.

Where reasonably practical, employees shall be notified no less than 72 hours before they are to work overtime. Such notice may be canceled or changed.

Employees shall have a choice between receiving compensatory time off, at the overtime rate for hours worked, or receiving paid overtime, if budgeted funds for such purpose are available. Employees must notify their supervisor by March 1 of each year of their intent to request paid overtime in the following fiscal year.

No employee shall accumulate more than a maximum of 80 hours accrued compensatory time. Compensatory time in excess of the maximum shall not be accumulated, but rather shall be taken.

If an employee is in excess of the maximum accrual, then the County may immediately assign that employee time off to bring the employee into compliance. In no event shall any employee lose compensatory time.

FLSA exempt employees shall not be eligible to earn overtime under this section.

### **10.7 Distribution of Overtime**

Overtime work shall be offered as equitably as practical to all employees within the same job classification in each department.

Overtime work shall be scheduled by the County as deemed necessary to complete scheduled work projects and to meet emergency needs. Overtime work shall be voluntary, so long as a sufficient number of employees volunteer. If a sufficient number of employees do not volunteer, less senior employees may be required to work the overtime.

A record of overtime hours worked by each FLSA non-exempt employee within the department shall be readily available to the Union.

Nothing in this Agreement shall be construed to require the County to offer overtime work to employees or to prevent the County from hiring temporary or part-time employees in lieu of existing employees to perform overtime work for the County.

## **10.8 Mileage Pay and Meal Pay**

Any employee who uses the employee's personal vehicle in the performance of the employee's duties as an employee of Columbia County, with the approval of the department head, shall be paid at the cent per mile rate established by the federal General Services Administration for tax purposes.

An employee who is required to purchase a meal while on County business shall be reimbursed on a per diem basis. Per diem rates will be as defined by the Internal Revenue Service.

The following criteria shall determine whether an employee is entitled to reimbursement for mileage or meals under this Section:

- A. An employee shall not receive mileage pay for commuting to or from the employee's normal workplace.
- B. An employee shall not receive mileage pay for commuting to or from a workplace that is not the employee's normal workplace if the actual mileage is less than the mileage to or from the employee's normal workplace.
- C. When the mileage to or from a workplace is greater than the mileage to or from the normal workplace, the mileage to or from the normal workplace shall be deducted from the mileage to the new workplace before determining the amount to be reimbursed.
- D. An employee shall not be reimbursed for the cost of meals purchased in the normal course of employment.
- E. An employee shall be reimbursed for meals when:
  - a. The meal is purchased during an activity which is outside the normal course of employment; and
  - b. Is directly related to County activities; and
  - c. The employee's attendance at such activity is directed or requested by the department head or the reimbursement is authorized in advance by the department head.

## **10.9 Salary Increases**

Employees shall normally be hired at Step 1 of the appropriate salary range.

After completion of twelve (12) months of service, employees who have performed in a satisfactory manner shall be advanced to the next higher step of their salary ranges until they

have reached step 9. The County may adopt an evaluation system to determine if the advancement is warranted.

Longevity – Employees working for the County for more than 15 continuous years shall receive a 4% addition to their base pay.

### **10.10 Establishment of New Positions**

The County agrees to give written notice to the President of the Union of the establishment of any new positions in the bargaining unit, the job classification for that position and the proposed pay rate for that position. If the Union does not agree that the pay rate set for the classification is proper, the Union may request negotiations on that issue. A request by the Union for negotiations must be made within fifteen (15) working days following receipt of such notification from the County.

### **10.11 On Call Time**

When an employee is required to be on call during the employee's off-duty hours for a one week time period, the employee may choose to either: (1) be credited with seven and one-half (7 ½) or eight (8) hours of compensatory time (depending on the regular work week hours) or receive seven and one-half (7 ½) or eight (8) hours of regular pay (depending on the regular work week hours) for each weekly on call period in addition to the employee's regular pay. If a recognize holiday occurs during the weekly on-call period, the employee shall be credited with fifteen (15) or sixteen (16) hours of compensatory time or receive fifteen (15) or sixteen (16) hours of regular pay, depending on the regular work week hours; or (2) receive \$175 per week of on call status, providing budgeted funds are available.

When an employee is required to be on call during the employees off duty hours for a single day time period, an employee shall be compensated at one-fifth of their weekly rate as stated above or \$25 per day, whichever is greater.

Notwithstanding the provisions of Section 10.4, when an FLSA non-exempt employee is called into work while on call, the employee shall be credited with overtime for each hour or part of an hour worked at the rate of time and one-half for all hours worked including required travel time.

### **10.12 Legacy Pay**

Employees receiving OJDDA Certification pay (2.5% or 5%) and/or Environmental Health Services Pay (\$300/month) as of January 1, 2021, shall continue to receive such pay for the duration of their employment with Columbia County.

### **10.13 Compensation Review**

Beginning July 1, 2028, the County and the Union shall form a collaborative committee to prepare and recommend an outline for compensation review. Each party shall appoint three members to this committee. The committee shall strive to complete its recommendation by January 1, 2029.

## **ARTICLE 11 – SENIORITY**

### **11.1 Definition of Seniority**

An employee's seniority shall be the employee's total length of employment by Columbia County within the bargaining unit unless there is a break in service.

### **11.2 Acquisition of Seniority**

An employee shall acquire seniority at the end of the employee's initial probationary period. An employee's seniority will date back to the employee's date of hire as a bargaining unit employee, minus any periods spent on unpaid leaves of absence or separation from the County, except as outlined in Section 11.3 and 11.4 below. When an employee acquires seniority, the employee's name will be placed on the seniority list.

### **11.3 Employment Outside the Bargaining Unit**

When a bargaining unit employee accepts a position with the County outside the bargaining unit and returns to the bargaining unit within six (6) months, the employee shall be reinstated with the seniority earned previously as a bargaining unit employee.

### **11.4 Seniority During Periods of Disability and Leave Without Pay**

Seniority shall accrue for employees while on sick leave without pay as a result of a workers' compensation injury or illness and for up to six (6) months unpaid leave of absence as a result of a non-compensable injury or illness. Otherwise, seniority shall not accrue for any employee while on a leave of absence without pay (except where Federal and/or State law grant seniority protection).

### **11.5 Seniority List**

A seniority list shall be made available to the Union upon request.

## **11.6 Posting and Filling of Vacancies**

Entrance Positions. Except as provided in Section 11.8B, when a vacancy occurs in a position designated in Appendix A, which is attached hereto and incorporated herein by this reference, as an entrance position, the County shall post, as provided by Section 14.2, for not less than five (5) business days, a notice of the vacancy in the entrance position. The County shall also send a notice of the vacancy in the entrance position to employees on layoff status from the bargaining unit by first class mail at the same time notice of the vacancy is posted in the Courthouse.

- A. Promotional Positions.** Except as provided in Section 11.8B, when a vacancy occurs in a position designated in Appendix A as a promotional position, the County shall post, as provide in Section 14.2, for not less than five (5) business days, a notice of the vacancy in the promotional position. The County shall also send a notice of the vacancy in the promotional position to employees on layoff status from the bargaining unit by first class mail at the same time notice of the vacancy is posted in the Courthouse.

If a bargaining unit employee, including an employee who is on layoff status, applies for a promotional position, meets the minimum Civil Service qualifications for the promotional position, and passes the promotional test, if any, the department head shall select that employee for the position. If more than one bargaining unit employee, including an employee who is on layoff status, apply for a promotional position, meet the minimum Civil Service qualifications for the promotional position, and pass the promotional test, if any, the department head shall select the employee best qualified to do the work. The employee with the greatest seniority shall be selected when qualifications are deemed essentially equivalent. Provided, however, an employee need not be selected when the employee's personnel record raises a sufficient doubt as to the employee's ability to perform satisfactorily in the promotional position.

If no employees from within the bargaining unit apply, including employees on layoff status, for a promotional position, or if they apply but fail to meet the minimum Civil Service qualifications for the promotional position, and/or fail to pass the promotional test, if any, or are otherwise deemed unsuitable for the position as provided above, the department head may request an entrance register and hire a new employee from outside the bargaining unit.

A successful applicant from within the bargaining unit, or a new employee, filling a position under this subsection shall be placed at the salary range for the position as specified in Appendix A. When a current employee from within the bargaining unit is appointed to a promotional position in the manner provided by this subsection, and Appendix A specifies a higher salary range for the new position than the employee's previous position, the employee shall be placed on the step in the new range which is nearest to and higher in salary than the step on which the employee was placed in the employee's previous position on the date of promotion. An employee who is working out

of classification (OOC) per Section 10.2 at the time of promotion and has been working OOC for at least the prior 30 calendar days shall be placed at the promotional step and salary range that is at least 3% higher than the previous position. The County shall not arbitrarily end an OOC assignment prior to promotion with the intent to avoid the terms of this section.

A current bargaining unit employee, including an employee who is on layoff status, who is a successful applicant to a vacant promotional position shall serve a six (6) month promotional probationary period. If the employee fails to perform the duties of the position satisfactorily in this promotional probationary period, the employee shall be returned to the employee's former position and salary, or returned to layoff status, whichever the case may be, with no loss of seniority. An employee returned to layoff status shall retain recall rights until the end of the original two (2) year term. Within ninety (90) days of promotion, an employee may elect to return to the employee's former position in the former classification, with no loss in seniority or benefits, or return to layoff status.

- B. Open Positions.** Except as provided in Section 11.8B, when a vacancy occurs in a position designated in Appendix A as an open position, the County may elect to apply either Section 11.6A or 11.6B above.
- C. New Positions.** When a new position not listed on the wage schedule is created, the County shall notify the Union as part of the notice required under Section 10.10, of the County's position regarding the designation of the position as entry, open or promotional. The Union shall have the right to negotiate concerning this matter in accordance with Section 10.10 of this Agreement.
- D. Temporary and Part-Time Positions.** When an employee is on layoff status due to the elimination of the employee's position (not a reduction in hours) and the County has a need to fill a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the County shall send a notice of the temporary or part-time position to the employee, or give notice by telephone when the position needs to be filled immediately.

If an employee on layoff status applies for a temporary or part-time position performing the same or similar duties as the position the employee was laid off from, the department head shall select the employee for the position. If more than one employee applies, the department head shall select the employee with the greatest seniority for the position.

When an employee is on layoff status and the County has a need to fill a temporary or part-time position which does not perform the same or similar duties as the position the employee was laid off from, the County shall give notice to the employee of the temporary or part-time position.

- E. **Vacant Positions.** In no event shall the County be required to fill vacant positions.

### **11.7 Shift-Work Assignment**

Provided the operational and training needs of the department are met, employees will be allowed to select shifts based upon their department seniority. This is conditioned upon the existence of more than one shift in a particular classification and that the employee is qualified to perform the duties set forth in the assignment. After initial shift selection, changes may be made only when a vacancy occurs in a desired shift.

### **11.8 Layoff and Recall**

- A. **Layoff.** The County retains the right to lay off employees. In the event of a layoff, the County shall determine which positions shall be subject to the layoff. Employees in positions subject to a layoff shall be given no less than thirty (30) days written notice prior to the effective date of the layoff. Any notice of layoff shall include notification of the employee's bumping rights and the deadline by which they need to be exercised. Should the County choose to reduce the hours of any represented positions in a department, the hours of the least senior employee in that job classification shall be reduced first. Employees whose positions have been reduced in hours by more than 10% may choose to voluntarily accept a layoff and be entitled to severance pay, payoff of leave accruals and limited recalls per the terms of this Agreement. Employees whose positions have been reduced in hours only do not have bumping rights. Except as provided in Section 11.8C, below, when an employee whose position was eliminated is notified of a layoff, the employee shall be permitted to exercise seniority rights to bump (replace an employee with less seniority) another employee in the bargaining unit. Such employee may bump an employee provided the bumping employee has greater seniority than the employee to be bumped and providing the employee meets the minimum Civil Service qualifications of the job classification into which the requested bump is made. No bargaining unit employee shall be laid off while temporary employees performing substantially the same duties are retained by the County. The bumping employee need not be on the Columbia County eligibility list for the position into which the employee is bumping. Any disagreement as to qualifications of employees to fill a job by bumping may be taken up by the Union as a grievance, starting at Step III of the process. A bumping employee shall be placed on a six (6) month trial period in a new position. If the employee fails to perform the duties of the position satisfactorily during this trial period, the employee shall be returned to layoff status but shall retain recall rights until the end of the original two (2) year term as provided in Section 11.8B below. In addition, the employee may initiate a subsequent request to bump as provided below.

Within five (5) working days of receipt of notice of layoff, the employee may initiate bumping rights by notifying the County, in writing, with a copy to the Union and the department head affected.

This notification shall include the bumping employee's seniority date, present department and job classification. It will also include the employee to be bumped, by name, seniority date, present department and job classification.

Within five (5) working days of receipt of this notification, the County shall approve or deny the bumping request and notify the bumping employee of its decision, with copies to the Union and the department head affected.

If the bumping is approved, the employee to be bumped will be notified of this decision and given layoff notice at the same time as the bumping employee is notified of the approval to bump.

If denied, the bumping employee shall have five (5) days to either initiate a subsequent request to bump another employee as provided above or initiate a grievance beginning at Step III of the grievance procedure.

If the bumped employee is compensated at a rate that is lower than the bumping employee, the bumping employee shall be compensated at no less than the same salary range and step level as the bumped employee. If the bumped employee is compensated at a rate that is higher than the bumping employee, the bumping employee shall be compensated at the first step of the salary range of the bumped employee or at the rate of the bumping employee prior to the layoff, whichever is higher.

- B. Recall.** If the County decides to fill a position within the bargaining unit and there is an employee on layoff status with recall rights to that position, this paragraph, and not Section 11.6 shall control.

An employee on layoff status whose position was eliminated shall retain the right to recall to the position the employee was laid off from, or to a position which is fundamentally the same as the one the employee was laid off from if the employee is qualified for the new position, for a period of two (2) years from the original date of layoff. An employee on layoff status whose position was reduced in hours by more than 10% shall retain the right to recall to the position the employee was laid off from, or to a position which is fundamentally the same as the one the employee was laid off from if the employee is qualified for the new position, for a period of one year (12 months) from the original date of layoff. If more than one employee was laid off from a position, the employee with the most seniority in the position shall be recalled first. An employee who bumps into a different position as a result of a layoff shall retain the right to recall to the employee's original position for a period of two (2) years.

It shall be the responsibility of an employee on layoff status to keep the County informed of the employee's current address during the one (1) or two (2) year recall period, preferably by certified mail, receipt requested. The County shall recall an employee by mailing a copy of the notice of recall by certified mail, return receipt requested, to the



latest address on file in the Human Resources office for the employee on layoff status. An employee on layoff status shall have ten (10) business days after the mailing date of the certified letter to accept the vacant position. The employee must give, and the County must receive, written notice of the employee's acceptance of the position within the ten (10) business day period to preserve the right to the vacant position. If the employee actually receives the notice of recall and refuses the position, or actually receives the notice of recall and fails to respond to the notice, the employee shall lose recall rights under this section.

An employee on layoff status shall also have the right to apply for positions as specified in Section 11.6.

- C. Limited Duration Positions.** An employee who fills a limited duration position does not have the right to bump (replace an employee with less seniority) another employee in the bargaining unit. A limited duration position is a position created with a limited duration not to exceed two (2) years. If the County wants to extend the duration of the period beyond the two (2) year duration, the position will no longer be considered a limited duration position, and the employee shall have bumping rights. If a position is no longer considered a limited duration position, the employee's seniority date shall begin on the date the position exceeds the initial limited duration. An employee who fills consecutive limited duration positions shall have bumping rights when the employee commences work in the second limited duration position. If the employee fills consecutive limited duration positions, the employee's seniority date shall begin on the date the employee commences work in the second limited duration position. If there is a break in service, an employee may serve more than one limited duration position.

## **ARTICLE 12 – DISCIPLINE AND DISMISSAL**

### **12.1 Discipline**

The County may issue a verbal coaching which will be documented in writing and emailed to the employee as a record of conversation and shall be considered pre-discipline but will not be official discipline. Verbal coaching will include behavior to be corrected or performance to be improved, the supervisor's commitment to assist with corrective action, and will state expectations for change.

Disciplinary action or measures shall include only the following: Written reprimand; suspension without pay (with notice in writing); demotion; or dismissal. It is not required that such disciplinary action be administered in progressive form for serious offenses.

A copy of any written notice of disciplinary action will be placed in the employee's personnel file and a copy shall be provided to the employee with an opportunity for a written rebuttal to be submitted.

Disciplinary action may be imposed upon an employee only for failing to fulfill the employee's responsibilities as an employee. Except for employees serving an initial probationary period, any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand or discipline an employee, the County shall make reasonable efforts to do so in a manner that will not embarrass the employee before other employees or the public.

## **12.2 Suspension Without Pay, Demotion and Dismissal**

The County shall not suspend without pay, demote or dismiss any regular employee covered by this Agreement without just cause.

A supervisor intending to take disciplinary action involving loss of pay or dismissal will, prior to taking such action:

- A. Notify the employee, Local President and AFSCME Council 75 representative in writing of the nature of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules, regulations, or other order of the County which appear to have been violated.
- B. State the range of discipline that is being considered; and
- C. Afford the affected employee an informal opportunity to respond to the charges orally or in writing, normally within five (5) days from receiving such written notice.

The opportunity to respond may occur at a meeting conducted and presided over by the department head or supervisor with authority to impose or recommend the proposed disciplinary action. The meeting shall be informal, but sufficient to assure the employee full opportunity to be heard, respond to the charges, and have the employee's response considered prior to the imposition of discipline. Disciplinary action shall only be based on just cause.

The employee shall have the right to answer the charges in writing and orally.

The employee shall be entitled to Union representation at all meetings when discipline is being considered.

The department head or supervisor will issue a written decision imposing discipline, exonerating the employee or taking any other action deemed appropriate.

The Union shall have the right to take up a suspension without pay and/or dismissal as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

### **12.3 Probationary Employees**

The provisions of this Article shall not apply to employees who have not completed an initial probationary period. It is understood that the probationary period is a part of the selection process and designated to allow evaluation of an employee's fitness for regular status. As a result, an employee on initial probation may be dismissed or otherwise disciplined without further recourse under this Agreement.

### **12.4 Voluntary Resignation**

An employee shall be considered to have resigned their position if all of the following conditions are met:

- a) The employee is not on authorized leave including, but not limited to medical, sick, vacation or other leaves as allowed by this Agreement and/or state and federal law, and
- b) The employee fails to report to work for four (4) consecutive scheduled work shifts, and
- c) The employee or their designee fails to contact the employee's supervisor regarding their absence, and
- d) The County shall call the employee as well as their emergency contact.
- e) The County shall notify the Union of the absence.

An employee who is unable to call in due to an emergency (example: medical) shall not be subject to this provision.

### **12.5 Personnel Files**

Upon written request of the employee, the County shall remove from the employee's personnel files any written reprimands which are over two (2) years old and any notices of suspension or demotion which are over three (3) years old, provided that the employee has received no additional discipline during that period.

Employees shall have the right to attach written responses to any/all disciplinary records in the file.

## **ARTICLE 13 – SETTLEMENT OF DISPUTES**

### **13.1 Grievance and Arbitration Procedure**

A grievance is defined as a dispute over the meaning, interpretation or application of any portion of this Agreement. Grievances shall be processed in the following manner:

Step I. The employee and/or Union representative, may verbally take up the grievance or dispute with the employee's supervisor within ten (10) business days of their knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and respond to the employee and representative within ten (10) business 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, to the department head within ten (10) business days after the supervisor's response. The department head shall respond to the Union representative or the Grievance Committee in writing within ten (10) business days.

Step III. If the grievance remains unresolved, the Union representative, or the Union Grievance Committee, may advance the grievance in writing to the Human Resources Director, as the Board of Commissioners' designee, or other designee, within ten (10) business days after the response of the department head. If the Union requests to present the grievance before the Board of Commissioners, the Human Resources Director shall, within ten (10) business days of the receipt of the grievance, schedule an opportunity for the Union to present the grievance before the Board. The date of the scheduled presentation shall occur within twenty (20) business days of the date the written grievance is filed at Step III unless an extension in time is agreed to by both parties. The Union shall have up to 45 minutes to present such grievance to the Board. The Board may ask clarifying questions, which may extend the overall time of the grievance presentation.

The Human Resources Director or other designee shall respond with the decision of the Board of Commissioners in writing to the Union representative, or the Grievance Committee, (with a copy to the Local Union President) within ten (10) business days of the date of the presentation by the Union, if there is such a presentation. If not, the response shall be provided within ten (10) business days of the date of the receipt of the grievance at Step III.

Step IV. If the Union is not satisfied with the decision of the Board of Commissioners, the Union may within ten (10) business days of the date of the decision, forward a request to the Employment Relations Board (ERB) to assign a Mediator from their staff. Upon designation of the Mediator, the parties will make every attempt to schedule a date for mediation within thirty (30) calendar days. If either party does not wish to use mediation, the grievance may be advanced to Step V.

Proceedings before the Mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.

The Mediator shall attempt to ensure that all necessary facts and considerations are revealed. The Mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.

The Mediator shall not have the authority to compel resolution of the grievance. If the Mediator is successful in obtaining agreement between the parties, the employee shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.

If mediation fails to settle the dispute, the Mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. No mediation efforts may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step V. If the grievance remains unsettled, the Union may, within ten (10) business days after the response date in the preceding step, notify the other party of a written request for arbitration.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If, within ten (10) business days from the request for arbitration, the parties are unable to agree upon an arbitrator, the State Mediation and Conciliation Service shall be requested to submit a list of five (5) names of arbitrators with offices in Oregon and Washington. Both the County and the Union shall have the right to reject a list one (1) time per grievance. Both the County and the Union shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name, and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties.

Expenses for the arbitration shall be borne by the County and the Union. Each party, however, shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share all the cost of the transcript and all copies.

The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. The arbitrator's decision shall be final and binding upon the parties.

## **13.2 Stewards**

Employees selected by the Union to act as Union representatives shall be known as "stewards" which includes one Chief Steward.

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.

### **13.3 County-Union or Grievance Committee Meetings**

The County shall meet at mutually convenient times with any number of representatives selected by the Union, but no more than three (3) Union representatives will be allowed to attend such meetings on County time with no loss of wages.

All meetings with the County normally shall be held during working hours. This Section is not intended to be used to disrupt County business. The purpose of these Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the County other issues which would improve relationships between the parties. Prior notice of topics for discussion at such meetings shall be furnished by either party to the other.

### **13.4 Processing Grievances**

Grievance Committee members and Steward(s) may investigate and process grievances during working hours, within reasonable limits, without loss of pay. The County's obligation to compensate such individuals shall be limited to not more than three (3) individuals.

### **13.5 Time Periods**

The time periods specified in this Article may be extended or modified by mutual consent. Failure by an employee or the Union to comply with time periods specified shall be treated as final disposition of the subject matter of the grievance.

At any step of the grievance process, if the County or its officers, supervisors or department heads fail to respond, it shall be treated as a denial of the grievance and the Union may advance it to the next step.

### **13.6 Civil Service Commission Appeals**

Employees who take a grievance to arbitration under this Agreement shall be deemed to have waived any appeal rights which they may have under the Columbia County Civil Service Ordinance and the related rules of the Civil Service Commission.

Employees who pursue an appeal to hearing before the Civil Service Commission shall be deemed to have waived their right to arbitrate their grievance under this Agreement.

## **ARTICLE 14 – GENERAL PROVISIONS**

### **14.1 Non-Discrimination**

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, gender identity, sexual orientation, marital status, race, color, creed, national origin, religion, disability or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

The County agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of any lawful Union activities.

### **14.2 Bulletin Boards**

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area, to be used by the Union. The Union shall limit its posting of notices and bulletins to such boards and shall use the boards only for notices and bulletins concerning union matters. Bulletin boards shall not be used for controversial or inflammatory subjects. The official bulletin boards for County postings shall be on the main floor (second floor) of the old Courthouse outside the Juvenile Department, the first floor of the Courthouse annex outside the Land Development Services office, the main floor (second floor) of the Courthouse annex next to the central stairway, the third floor of the Courthouse annex outside the Human Resource Department and in the main hallway in the Community Corrections Department at the Justice Facility.

### **14.3 Visits by Union Representatives**

The County agrees that accredited representatives of the Union, whether Local Union representatives, Council representatives, or International Union representatives, shall have reasonable access to the premises of the County to conduct Union business. Such visits shall not interfere with the normal operation of the department.

### **14.4 Union-Management Meetings**

Representatives of the Union and the County shall meet, when requested by either party, at mutually convenient times, to discuss any matters pertinent to maintaining good employer-employee relationships, problem solve and work to resolve outstanding issues. In addition, the parties shall meet semi-annually in the months of January and July, unless the parties agree the meeting is unnecessary.

Each party shall advise the other, at least two (2) working days prior to such meeting, as to the subjects it wishes placed on the agenda. Such meetings will normally be held during working hours, at times which do not interfere with normal operations of the Courthouse.

Union representatives attending such meetings during their normal working hours shall suffer no loss in their normal earnings. The County's obligation to compensate such individuals shall be limited to not more than three (3) individuals. Time devoted to committee meetings outside of an employee's normal shift shall not be compensable.

#### **14.5 Existing Conditions and Future Rules**

Existing work rules and conditions which are not modified by this Agreement shall continue in effect. No work rule shall be adopted which is inconsistent with the provisions of this Agreement or the requirements of Oregon law.

The County agrees to notify the Union, in writing, prior to changing existing work rules or adopting new rules.

Should the Union disagree with the new rule(s), the County, upon request, shall meet with the Union to discuss its concerns.

Any dispute concerning new rules may be submitted at Step III of the Grievance Procedure. Such a rule shall be effective until the dispute is resolved through the Grievance Procedure.

This Section only applies to mandatory subjects of bargaining.

#### **14.6 Uniforms and Protective Clothing**

If an employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the County. In addition, the County shall provide identifying garments for field employees to wear. Employees in the classification families of Building Inspector, Environmental Health Specialist, Facilities Services Technician, Land Use Compliance Specialist, Property Appraiser, Survey Technician and Transit Mechanic shall be reimbursed up to \$200 every two years for the purchase of appropriate safety boots. Employees in the Land Use Planner classification family shall be reimbursed up to \$100 every two years for the purchase of appropriate safety boots. Determination of what constitutes appropriate safety boots shall be made in advance by the supervisor.

Employees who make the appropriate request and are approved to be armed shall be provided with County approved holster, firearm and an optional duty belt. Such employees shall be required to carry the County provided firearm and may not carry a personal firearm for work purposes.

The cost of maintaining the uniform or protective clothing or protective device in proper condition including tailoring, cleaning and laundering, shall be paid for by the County.



Coveralls – the County agrees to furnish and maintain coveralls for employees who are required to service equipment as a part of their regular duties.

## **14.7 Health and Safety**

Federal and state safety regulations shall be strictly observed by the County, the Union, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the County. Required safety equipment shall be furnished by the County.

In accordance with State law, safety meetings shall be conducted by the County and the Union at designated times for the purpose of safety training and discussing problems of employee safety. Such meetings shall be held during working hours.

An employee representative selected by the Union shall be included as a member of the County Safety Committee.

Unsafe or unhealthful practices and conditions in the workplace shall be reported by employees to their supervisors. Employees may also report such conditions to the Safety Committee. The County will make good faith efforts to reasonably resolve safety issues in a timely manner.

Employees may be sent home if they are under medication, sick or otherwise unable to perform their normal duties without, in the judgment of the department head, creating an unnecessary safety or health hazard to themselves or other employees. If an employee is sent home under the provisions of this paragraph, that employee shall utilize paid accrued leave for the period of time not worked.

The County commits to making operational software control system upgrades to the Courthouse Annex HVAC system during the course of this agreement.

Within six (6) months of ratification of this agreement, the County will contact and request OSHA or a comparable service provider to perform the following services at the soonest available date:

- Safety, health, and ergonomic hazard assessments
- Recommendations to control and eliminate hazards
- Written program evaluation
- Industrial hygiene services, such as noise monitoring and air sampling
- Training on health and safety topics
- Assistance with safety and health programs

The parties understand that Oregon OSHA's or other comparable provider's consultation services are provided free of charge, and should fees be implemented for such services at a future date, the parties shall meet and confer to discuss alternative options.

The assessments listed above are to be limited to the following work sites: the Courthouse, Courthouse Annex, and the Department of Community Justice.

At the recommendation of the safety committee, or as agreed in labor management meetings, the County shall engage the free services of OSHA, Workers' Compensation (currently SAIF), and/or CIS for subsequent health and safety assessments, including evaluating the County work sites listed above for hazards, assessing safety and health rules, and for assistance on developing and/or updating its safety and health program.

At the worksites listed above, the County shall share and discuss reports and any other deliverables obtained by OSHA, the Workers' Compensation insurance carrier, and/or CIS with the union. The County shall budget at least \$5,000 annually beginning in fiscal year 2026 for health and safety needs in the Columbia County Courthouse and Annex buildings.

The County shall implement a field worker safety communication system that will allow field staff to alert each other of safety concerns. Management shall participate in using this system when appropriate. The system shall include, but not be limited to:

- a) Road closures
- b) Active Shooter areas
- c) Hazardous sites
- d) Reports of hostile interactions and locations
- e) Known hostile properties or businesses

## **14.8 Negotiations**

The County shall grant time off as necessary for negotiating meetings for up to three (3) employees who are selected by the Union to serve on the Union's Negotiating Committee, without loss of pay. Time devoted to negotiations outside of an employee's normal shift shall not be compensable.

## **14.9 Certifications and Licensure**

The County will pay the required fees associated with examinations, classes or certification/license fees which are required by the County for the employee to renew or obtain after hire.

# **ARTICLE 15 – EDUCATION**

## **15.1 Education Leave – Extended Leave**

After completing five (5) years of service, an employee, upon written request, may be granted a leave of absence without pay for education purposes. The period of such leave of absence shall

not exceed one (1) year but may be renewed or extended at the request of the employee and approved by the department head and the Human Resources Director. A request in writing for educational leave shall be made not less than thirty (30) days prior to the date of the leave.

Employees shall exhaust all vacation and comp leave balances prior to being granted an unpaid leave of absence for educational purposes.

One (1) year leaves of absence, with any requested extensions, for educational purposes, shall not be provided more than once in any five (5) year period.

### **15.2 Optional Education**

Employees may also be granted leaves with 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 related to the employee's employment with the County, with the approval of the employee's department head.

### **15.3 Required Education**

Whenever the County requires an employee to attend a school, seminar or workshop to improve work skills, the County will pay the full cost of the employee's wages and benefits and shall pay all expenses directly related to attendance at such training. The County reserves the right to deny payment for any expense request submitted which it deems unnecessary or excessive.

## **ARTICLE 16 – STRIKES AND LOCKOUTS**

### **16.1 Lockouts**

No lockout of employees shall be instituted by the County during the term of this Agreement.

### **16.2 Strikes**

The Union and its members, as individuals or as a group, will not initiate, cause, participate or join in any strike, work stoppage, or slowdown, of County work during the term of this Agreement.

### **16.3 Performance of Duties**

In the event of the performance of statutory duties on the premises being picketed by a lawful picket line (excluding informational picket lines), directed against an employer other than the County, every reasonable effort will be made to find a way in which to perform such duties without requiring an employee covered by this Agreement to cross such a picket line.

No employee will be required to cross a picket line under any circumstances in which to do so may be reasonably anticipated to endanger the employee's personal safety.

Matters pertaining to the public safety, such as law enforcement, are excluded from this Section.

## **ARTICLE 17 – WORKING CONDITIONS**

### **17.1 Work Week**

For all full-time employees except those listed below, the regular work week shall consist of thirty-seven and one-half (37 ½) hours of compensated work time. The County may, upon 30 days' notice to the Union and affected employees, designate any or all departments to work a standard forty (40) hour work week.

For the following full-time employees, all FLSA exempt employees, all employees in the General Services Department, Justice Court, Public Health, Transit Department, Surveyor's Office, and Community Justice, the regular work week shall consist of forty (40) hours of compensated work time.

### **17.2 Work Week Schedule**

**A. Regular Work Week Schedule.** The regular work week shall be a consistent schedule of consecutive daily hours, excepting the meal period, between Monday through Friday of either thirty-seven and one-half (37 ½) hours or forty (40) hours. The regular workweek schedule for full-time employees shall consist of five (5) workdays of eight (8) hours for those employees working a forty (40) hour work week, or seven and one-half (7 ½) hours for those employees working a thirty-seven and one-half (37 ½) hour work week,, four (4) workdays of ten (10) hours for those employees working a forty (40) hour work week, or three (3) days of nine and one-half (9 ½) hours and one (1) day of nine (9) hours for those employees working a thirty-seven and one-half (37 ½) hour workweek, on either Monday through Thursday or Tuesday through Friday. Schedules will be based on the needs of the department with final Department Head discretion. The County shall give at least two (2) weeks advance notice of changes to the regular workweek schedule. Said notice shall include both the starting date and time, and anticipated ending date of the regular work week schedule. However, the changes in said notice to the regular workweek schedule may be extended upon two weeks advance notice as provided above.

**B. Optional Work Week Schedule.** Upon mutual agreement of the department head and the employee, individual employees may be scheduled to work on an optional work week schedule. The hours worked in a day shall be consecutive except for a meal period. The optional work week schedule shall contain the same number of work hours as the employee's regular work week schedule. The optional work week

schedule may be suspended or terminated by either the department head or employee upon two (2) weeks advance notice.

- C.** The County shall not suspend or modify the regular work week schedule or optional workweek schedule for the purpose of avoiding enhanced holiday leave and holiday pay under Sections 4.4 and 4.5 of this Agreement.

### **17.3 Regular Hours and Posting**

All employees shall be scheduled to work on a regular work shift. Each shift shall have regular starting and quitting times. Schedules showing each employee's regular shift, starting and quitting times, and workdays shall be posted in advance. Schedules may be modified at the discretion of the County upon two (2) weeks advance notice. Schedules may be modified immediately upon mutual consent of the County and the Union. Employees may request to adjust a day's schedule to accommodate personal or work-related reasons.

### **17.4 Emergency Provision**

During an emergency, the following modifications of this Agreement are made for affected employees:

- A. The provisions of Section 17.2A are suspended, and the work week may be scheduled to consist of any five (5) days within a week as designated by the County. The hours of each day worked shall be continuous except for a meal period;
- B. Section 17.2B is suspended;
- C. Section 17.3 is suspended;

An emergency is defined as a condition in which life or property in the County are immediately endangered, requiring the services of County employees to abate the hazard. Such services include only those necessary to address the immediate danger; an emergency may be declared by the Commissioners.

The provisions of this Section apply only to those specific employees needed to address the immediate hazard.

### **17.5 Rest Periods**

Rest periods shall be provided during each half workday. Such rest periods shall be considered part of the compensated work time. Rest periods shall be scheduled as near the middle of each half workday as practicable.

The time allowed for rest periods is not extended for travel. Such rest periods may not be interrupted except to provide for the public safety. Waiting periods inherent in a job may be construed as the rest period if:

- A. A single waiting period is of sufficient length to cover the rest period;
- B. No attention to any part of the employee's job is required during the waiting period; and
- C. The employee knows in advance that the waiting period is of sufficient length that it will be considered as a rest period.

Rest periods shall be fifteen (15) minutes for seven and one-half (7 ½) or eight (8) hour work days, or half work days of four (4) hours or less, and twenty (20) minutes in length for nine (9), nine and one-half (9 ½) or ten (10) hour work days or half work days of more than four (4) hours.

Employees who, at the request of the County, work one (1) hour beyond their regular work shift shall receive an additional rest period before starting the work beyond their regular shift. Such employees shall also receive an additional rest period for each two (2) hours worked beyond their regular work shift.

## **17.6 Meal Periods and Meals**

Employees shall be granted a one-half (½) or one (1) hour uncompensated meal period each work shift, except for the position of Community Work Crew Supervisor who shall be granted a one-half hour paid meal break when in the field supervising a work crew. Such meal periods shall be scheduled as close as practicable to the middle of the workday.

The County shall furnish a meal (or a \$15.00 meal allowance, in lieu thereof), plus a one-half (½) hour uncompensated meal period to any employee who, at the County's request, works three (3) hours beyond their regular work schedule. An additional meal (or \$15.00 meal allowance, in lieu thereof), plus one-half (½) hour uncompensated meal period shall be furnished each four (4) hours thereafter.

Employees who are away from their regular workplace at mealtimes may use a County vehicle to stop at restaurants, snack bars, etc., for meals.

## **17.7 Clean-up Time**

If necessary, employees shall be granted up to fifteen (15) minutes personal clean-up time prior to the end of each work shift. In circumstances where employees have been exposed to particularly dirty conditions or have become contaminated by hazardous materials, additional time will be granted to perform clean-up. The County shall provide the required facilities for employees' clean-up times and shall arrange work schedules so that employees may utilize clean-up time. Employees working with herbicides shall have readily available a portable wash-down rack.

## **17.8 Emergency or Disaster Conditions**

Any employee who is not exempt from overtime provisions of the FLSA, and who is unable to report to work due to hazardous road conditions caused by ice, snow, flood waters, washouts or slides shall not receive regular salary. Employees are advised to use their best judgement in making a decision of whether or not to report to work under such conditions. Should an employee decide to remain at the employee's residence, all reasonable attempts should be made to contact the immediate supervisor or department head. Any non-exempt salaried employee wishing to receive payment for time missed due to hazardous road conditions may do so by using either accrued vacation leave, a floating holiday, or compensatory leave.

Any employee not exempt from overtime requirements, who reports to work late due to hazardous road conditions will be compensated for only for those hours actually worked. In the event such an employee wishes to receive a full day's pay, use of vacation or compensatory leave time to complete the normal work period is appropriate.

Any employee who is unable to report to work or reports to work late under such conditions shall not be subject to discipline. In the event the appointing authority is in doubt of the existence of such conditions, the final decision shall be left to the Human Resources Director and shall be subject to documentation or confirmation by either a police agency or the appropriate public works agency having jurisdiction over the roadway or roadways in question.

If the County declares the Courthouse closed due to emergency conditions, regular full-time employees and part-time employees who are .5 FTE or greater shall receive regular pay for that day. If an employee is on scheduled paid or unpaid leave and the Courthouse is closed due to emergency conditions, that employee shall continue on such leave and have the appropriate number of hours deducted from leave balances for paid leave as though the Courthouse were not closed. This provision shall not apply for any closure of the Courthouse greater than one (1) week in length.

## **17.9 Furlough Schedule**

- A. In the event of financial exigency, the County may establish a furlough schedule in lieu of layoffs or to minimize layoffs. Such furlough schedule shall constitute an exception to the regular work week as described in the Collective Bargaining Agreement. In the event of a furlough schedule, reduced hours of work will not affect the County's contribution to health insurance benefit costs or monthly earned leave accrual rates.
- B. When the County determines that furloughs are to be expected, the County shall notify the Union of the potential use of furloughs and provide a description of the anticipated revenue shortfall, how many furlough days are anticipated, and the projected savings the County will experience as a result of the furloughs. The County shall meet and confer with the Union to discuss the budget scenario(s) which led to the consideration of furloughs.
- C. In any fiscal year in which a furlough schedule is in place, employees may flex up to ten (10) unpaid furlough days (UFD). UFD must be taken in whole-day increments. Employees must schedule flexed UFD in advance with their supervisors per current rules and practices regarding scheduling time off. As with any leave request, supervisors may deny or revise particular requests based on staff scheduling or staffing needs for the requested day. A supervisor may require an employee to provide a list of work expected to be performed on the flexed UFD and may deny the request.
- D. Regardless of when employees take UFD, employees' pay shall be reduced by a monthly amount equal to 1/12 of the total number of hours of the furlough schedule for the fiscal year. It is the employee's responsibility to ensure that the appropriate number of UFD are scheduled appropriately and taken by June 30 of each fiscal year. If an employee does not take all required UFD, the employee's pay will still be reduced by the appropriate hours per month with no additional pay or leave owed the employee after June 30.
- E. The County will not establish a furlough schedule in excess of 26 furlough days. If the County determines that more than 26 furlough days are required to provide core County services or comply with statutory mandates, the County may re-open Section 17.11(E). In this situation, the County will identify the core services or statutory mandates at risk and provide financial data.
- F. If Federal or State funding that provides reimbursements or funding to cover Unemployment Insurance costs is available and deemed acceptable to the County, The County will apply for and participate in the Oregon Employment Department Workshare program. The decision to not utilize funding shall not be arbitrary and capricious.



## **17.10 Use of Additional Non-Budgeted Funding for Personnel**

If a furlough schedule is in place in any fiscal year, the County agrees to reinstate reduced or eliminated General Fund personnel positions or reduce the UFD when additional non-budgeted funding, as described below, is obtained or discovered that can be used for these purposes:

1. The unrestricted General Fund beginning balance
2. Title I O&C revenue for the Fiscal years that may impact the terms of this contract.

If a furlough schedule is in place in any fiscal year, the County agrees that all available funds under (1) and (2) above should be used towards personnel costs including for any PERS rate increases and except to the extent that such funds are needed to meet unforeseen emergency costs.

## **ARTICLE 18 – MANAGEMENT RIGHTS**

The parties recognize that the elected officials of the County are directly responsible to the public and to the citizens of the County, for the performance of the functions and services of the County.

The functions incident to such responsibilities cannot be delegated. Accordingly, the County retains all of the rights, functions, and authority connected with its responsibility to manage the affairs of the County government. The rights of the Union and of employees are those set forth in this Agreement, the Oregon Revised Statutes, and in the Civil Service Ordinance.

The County retains all management functions and rights not specifically limited by the terms of this Agreement.

Nothing in this paragraph will preclude the right of an employee to utilize the provisions of Article 13, Settlement of Disputes.

## **ARTICLE 19 – SAVINGS CLAUSE**

Should any article, section, or portion thereof, of this Agreement be held unlawful or unenforceable by an opinion of the Attorney General of the State of Oregon or by any court of competent jurisdiction, or any administrative agency of the State of Oregon having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof, directly specified in the decision.

Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**ARTICLE 20 – TERM AND TERMINATION**

Except where other effective dates are set forth, this Agreement shall be effective as of July 1, 2024, and shall remain in full force and effect until the 30<sup>th</sup> day of June 2029.

The Agreement shall be automatically renewed from year to year after June 30, 2029, unless either party shall notify the other in writing, not later than February 1, 2029, or any subsequent year, that it wishes to modify this Agreement for any reason. In the event such notice is given, negotiations shall begin within thirty (30) days following said notice. The Agreement shall remain in full force and effect during the period of negotiations.

In witness whereof, County and Union have executed this Agreement on the 14<sup>th</sup> day of August 2024.

FOR THE UNION:

AFSCME LOCAL #1442

By: 

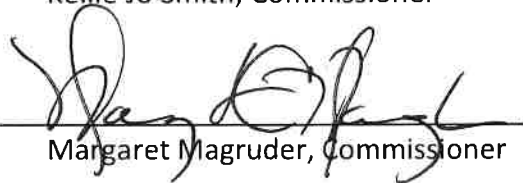
By: 

FOR THE COUNTY:

BOARD OF COUNTY COMMISSIONERS

By:   
Casey Garrett, Chair

By:   
Kellie Jo Smith, Commissioner

By:   
Margaret Magruder, Commissioner

## APPENDIX A – COLUMBIA COUNTY SALARY RANGES

Columbia County Salary Ranges AFSCME Exempt Employees										
Effective July 1, 2024 - June 30, 2025		5.50% COLA FY25								40 hours work week
173.33										
Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Network Administrator	E03	\$39.42	\$40.61	\$41.83	\$43.09	\$44.38	\$45.72	\$47.07	\$48.49	\$50.10
		\$6,833	\$7,039	\$7,250	\$7,468	\$7,692	\$7,924	\$8,159	\$8,405	\$8,684
System Administrator	E04	\$43.37	\$44.68	\$46.02	\$47.39	\$48.81	\$50.27	\$51.79	\$53.34	\$55.13
		\$7,517	\$7,745	\$7,976	\$8,214	\$8,461	\$8,714	\$8,977	\$9,245	\$9,555

Columbia County Salary Ranges FLSA Non Exempt Employees: AFSCME Local 1442 & Non-Represented											162.50	37.5 workweek		
Effective July 1, 2024 - June 30, 2025											173.33	40 hr workweek		
			5.5% COLA					COLA FY25						
Position Title	FLSA	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9			
Custodian	N	20	\$20.82	\$21.38	\$21.96	\$22.56	\$23.16	\$23.79	\$24.44	\$25.09	\$25.78			
Transit Utility Worker	N		\$3,384	\$3,474	\$3,569	\$3,667	\$3,764	\$3,866	\$3,971	\$4,077	\$4,189	Monthly 37.5		
			\$3,609	\$3,706	\$3,807	\$3,911	\$4,015	\$4,124	\$4,236	\$4,349	\$4,468	Monthly 40.0		
Accounts Payable Clerk I	N	21	\$22.91	\$23.53	\$24.16	\$24.81	\$25.48	\$26.18	\$26.88	\$27.61	\$28.36			
Assessment Clerk I	N		\$3,723	\$3,824	\$3,926	\$4,032	\$4,141	\$4,254	\$4,368	\$4,486	\$4,608	Monthly 37.5		
Deputy Recording Clerk	N		\$3,971	\$4,079	\$4,188	\$4,301	\$4,417	\$4,538	\$4,659	\$4,785	\$4,915	Monthly 40.0		
Human Resources Technician	N													
Transit Driver	N													
Accounting Clerk II	N	22	\$25.20	\$25.88	\$26.58	\$27.30	\$28.03	\$28.79	\$29.56	\$30.37	\$31.18			
Assessment Clerk II	N		\$4,095	\$4,205	\$4,319	\$4,436	\$4,554	\$4,678	\$4,804	\$4,935	\$5,067	Monthly 37.5		
Department Secretary	N		\$4,368	\$4,485	\$4,607	\$4,732	\$4,858	\$4,990	\$5,124	\$5,264	\$5,405	Monthly 40.0		
Parks Maintenance Worker I	N													
Transit Dispatcher	N													
Victim Advocate	N													
Accounting Specialist I	N	23	\$27.72	\$28.47	\$29.23	\$30.02	\$30.84	\$31.67	\$32.52	\$33.40	\$34.30			
Administrative Assistant I	N		\$4,504	\$4,626	\$4,750	\$4,879	\$5,011	\$5,146	\$5,285	\$5,427	\$5,574	Monthly 37.5		
Administrative Case Specialist I	N		\$4,804	\$4,934	\$5,067	\$5,204	\$5,345	\$5,489	\$5,637	\$5,789	\$5,945	Monthly 40.0		
Assessment Clerk III	N													
Child Support Agent I	N													
Emergency Management Specialist	N													
Facilities Services Technician I	N													
Justice Court Clerk	N													
Parks Maintenance Worker II	N													
Permit Technician	N													
Work Crew Supervisor	N													
Accounts Payable Specialist	N	24	\$30.49	\$31.32	\$32.16	\$33.02	\$33.92	\$34.84	\$35.78	\$36.74	\$37.73			
Administrative Assistant II	N		\$4,954	\$5,089	\$5,227	\$5,366	\$5,513	\$5,662	\$5,814	\$5,970	\$6,131	Monthly 37.5		
Cash Receipting Specialist	N		\$5,284	\$5,428	\$5,575	\$5,724	\$5,880	\$6,039	\$6,201	\$6,368	\$6,540	Monthly 40.0		
Child Support Agent II	N													
Communicable Disease Intervention Specialist	N													
Court Administrator	N													
Environmental Services Specialist Trainee	N													
Facilities Services Technician II	N													
GIS Technician	N													
Health Promotion Specialist	N													
Health Promotion Specialist - Modernization	N													
Legal Secretary	N													
Medicolegal Death Investigator	N													
Property Appraiser Trainee	N													
Survey Technician I	N													
Assistant Planner	N	25	\$33.54	\$34.44	\$35.38	\$36.33	\$37.31	\$38.31	\$39.35	\$40.41	\$41.51			
Building Inspector I	N		\$5,450	\$5,596	\$5,749	\$5,904	\$6,063	\$6,226	\$6,395	\$6,566	\$6,745	Monthly 37.5		
Emergency Management Coordinator	N		\$5,813	\$5,969	\$6,132	\$6,297	\$6,467	\$6,641	\$6,821	\$7,004	\$7,195	Monthly 40.0		
Environmental Health Specialist I	N													
Environmental Services Specialist I	N													
Facilities Services Technician III	N													
IT Technician	N													
Juvenile Probation Officer I	N													
Land Use Compliance Specialist	N													
Mechanic	N													
Plans Examiner I	N													
Property Appraiser I	N													
Associate Planner	N	26	\$36.89	\$37.88	\$38.91	\$39.96	\$41.04	\$42.15	\$43.29	\$44.46	\$45.66			
Community Health Data Analyst	N		\$5,995	\$6,156	\$6,323	\$6,494	\$6,670	\$6,850	\$7,035	\$7,225	\$7,420	Monthly 37.5		
Data Analyst	N		\$6,395	\$6,566	\$6,744	\$6,927	\$7,114	\$7,306	\$7,504	\$7,707	\$7,914	Monthly 40.0		
Emergency Preparedness Coordinator	N													
GIS Analyst	N													
Intervention Specialist	N													
Juvenile Probation Officer II	N													
Office Coordinator	N													
Payroll Analyst	N													
Property Appraiser II	N													
Survey Technician II	N													
Building Inspector II	N	27	\$40.58	\$41.68	\$42.80	\$43.96	\$45.15	\$46.36	\$47.62	\$48.90	\$50.22			
District Supervisor	N		\$6,594	\$6,774	\$6,955	\$7,143	\$7,336	\$7,534	\$7,738	\$7,946	\$8,161	Monthly 37.5		
Elections Supervisor	N		\$7,033	\$7,225	\$7,419	\$7,619	\$7,825	\$8,036	\$8,254	\$8,476	\$8,705	Monthly 40.0		
Electrical Signing Supervisor	N													
Environmental Health Specialist II	N													
Environmental Services Specialist II	N													
Plans Examiner II	N													
Senior Data Analyst	N													
Senior Planner	N													

## **APPENDIX B – LETTER OF AGREEMENT**

Contract No: \_C61-2024 \_\_\_\_

### LETTER OF AGREEMENT

This Agreement is made and entered into by Columbia County, herein referred to as the “County”, and the American Federation of State, County and Municipal Employees Local 1442, herein referred to as the “Union”.

WHEREAS, the Columbia County Health Benefits Committee has recommended changes to the County’s medical coverage for a one-year period, effective August 1, 2024, through July 31, 2025; and

WHEREAS, the County and Union desire to implement the Health Benefits Committee recommendation through July 31, 2025;

NOW THEREFORE, the County and Union agree as follows:

**A. Medical Insurance:** Effective August 1, 2024, the County will provide Kaiser Permanente Traditional HMO Plan (Trad Plan LGY E), Kaiser Added Choice Plan (POS DED DB), and the Kaiser High Deductible Plan \$1,500/\$3,000 (Oregon HDHP) or their substantial equivalents. The County will also provide benefit riders for durable medical equipment and alternative care.

**B. Dental Insurance:** The County will provide Principal Dental PPO Plan (1065603-10001), Willamette Dental DHMO Plan (OR185) and Kaiser Permanente Dental Plan (Oregon R052) or their substantial equivalent.

**C. Orthodontics:** The County will provide an orthodontic option that pays 50 percent of the incurred costs up to a maximum of \$1,000 in a lifetime for eligible dependent children under 18 years of age.

**D. Vision:** The County will provide Vision Service Plan (VSP) as the vision service provider. Employees will continue to have the option to use Kaiser Vision for eye exams only.

**E. Flexible Spending Account:** The County will offer employees an option to participate in a pre-tax cafeteria benefit plan for premium conversion, medical reimbursement and dependent care expenses.

G. **HRA VEBA:** Every August 1<sup>st</sup> through the term of this Agreement, the County shall fund VEBA accounts for eligible employees as follows:

	<b>Employee</b>	<b>Employee + 1</b>	<b>Employee + Family</b>
For employees on Kaiser Traditional HMO Plan	\$150 per plan year	\$200 per plan year	\$250 per plan year
For employees on Kaiser Added Choice Plan	\$50 per plan year	\$75 per plan year	\$100 per plan year

**G. HDHP/HSA Deductible:** For employees who choose the Kaiser HDHP Plan, the County shall pay \$1,500/\$3,000 into a health savings account for the employee at the beginning of the plan year.

**H. Physical Exams:** The County will pay for all required job-related physical examinations, including drug screenings, when required and not otherwise covered by insurance.

**I. Cost Share:** Effective August 1, 2024, the County will pay monthly premiums for full-time employees (Employee Only). Employees on the Added Choice Plan will pay a \$15.00 monthly surcharge. Monthly premium payments will be pro-rated for part-time employees.

Employees who add one family member (Employee +1) to the benefit plans will pay 2% of the monthly plan premium. Monthly premium payments will be pro-rated for part-time employees with one family member (Employee +1).

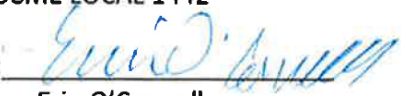
Employees who add more than one family member (Family Plan) to the benefit plans will pay 4% of the monthly plan premium. Monthly premium payments will be pro-rated for part-time employees with more than one family member (Family Plan).


**I. Open Enrollment:** Employees will have the option to switch between health insurance plans, if more than one plan option exists, and sign up for or change their enrollment in the flexible spending account, during the designated open enrollment period each year.

This Letter of Agreement is effective on August 1, 2024, and shall terminate on July 31, 2025, or earlier if the parties agree to different coverage or cost sharing structure based on a recommendation from the Health Benefits Committee.

In witness whereof, the County and the Union have executed this Letter of Agreement on the 26  
day of June, 2024.

FOR THE UNION:  
AFSCME LOCAL 1442

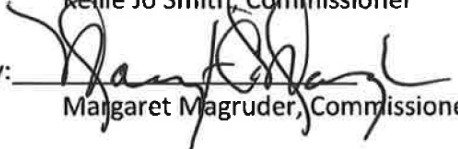
By:   
Erin O'Connell  
AFSCME 1442 President

By:   
Chris Stout, AFSCME

FOR THE COUNTY  
BOARD OF COMMISSIONERS

By:   
Casey Garrett, Chair

By: Not Present  
Kellie Jo Smith, Commissioner

By:   
Margaret Magruder, Commissioner

## **APPENDIX C - DRUG-FREE WORKPLACE PROGRAM**

### **PURPOSE AND SCOPE**

The County, as a federal grantee, is required by law to establish and maintain a drug-free workplace policy, which it does separately from this Agreement. All employees whose positions are funded with Federal grants and are subject to the Drug Free Workplace Act of 1988 and the regulations of the Department of Transportation's (DOT) Federal Transit Administration are subject to the terms of this Appendix and the County's Policy.

### **DEFINITIONS:** (For the purposes Drugs and Alcohol).

Controlled Substance: as used in this policy shall mean a controlled substance as defined in ORS 475.005 Uniformed Controlled Substances Act and/or in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in regulation at 21 CFR 1300.11 - 1300.15.

Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal Drug Statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

Illegal Drug: any drug which is not legally obtainable under federal law, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and not being used for prescribed purposes.

Legal Drug: includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

Under the Influence: means, for the purpose of this Appendix, that the employee is noticeably affected by a drug.

### **EMPLOYEE RESPONSIBILITY**

Employees shall, as a condition of their employment, abide by the terms and conditions of this Appendix and the County's Drug-Free Workplace Policy.

An employee shall notify their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction.

### **COUNTY RESPONSIBILITY**



It shall be the County's responsibility to notify employees that they are subject to the provisions of this section and their responsibilities under the related rules and regulations upon hire, transfer or promotion in an affected position.

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Establish a drug-free awareness program to inform affected employees about the dangers of drug abuse in the workplace, the County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

If a convicted employee works in a federally funded program, the County shall notify the involved federal grant agency of the conviction as required by federal law.

The County shall impose an appropriate sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by federal law.

## **PROHIBITED CONDUCT**

The following conduct is prohibited:

- a. The buying, selling, or providing controlled substances while on County property or in County vehicles or equipment, or during work hours, including rest and meal periods.
- b. Being at work under the influence of alcohol, or consuming alcohol while in County vehicles or equipment at any time or on County property during work hours, including rest and meal periods.
- c. Possession of any controlled substance while on County property or in County vehicles or equipment at any time, or during work hours, including rest and meal periods.
- d. Being at work under the influence of drugs while on County property or in County vehicles or equipment at any time, or during work hours, including rest and meal periods.
- e. Use of prescribed substances or over the counter medicines beyond intended use which result in the impairment of job performance may be a violation of this policy.

## **EMPLOYEE ASSISTANCE PROGRAM**

The County will offer and maintain an Employee Assistance Program (EAP) at no cost to the employees. The general purpose of the EAP will be to provide resources to employees intended to reduce problems in the work force and retain employees. The EAP will offer limited professional assistance to employees in dealing with problems of a personal nature, including substance dependency that may have an adverse effect on job performance.

### **Testing**

An employee will be placed on paid administrative leave pending results of testing. An employee may be tested for drugs and alcohol under the following circumstances:

- a. Employees whose positions may be required by law or due to Federal grant funding requirements.
- b. The employee was observed using alcohol, drugs, or other controlled substances by a supervisor or manager while on duty or on County property.
- c. Based on a reasonable suspicion that the employee is under the influence. Reasonable suspicion exists when the employer holds a belief that it is reasonable under the totality of the circumstances existing at the time and place that the employee is more likely than not under the influence of drugs and/or alcohol as those terms are defined in this agreement.

Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;
2. Direct observation of drug or alcohol use; or information provided by a reliable and credible source;
3. Presence of the mental or physical symptoms of drug or alcohol use (e.g., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).
4. A work-related accident in conjunction with other facts which together support reasonable suspicion.

For purposes of this agreement, an employee is considered under the influence when reasonable suspicion has been demonstrated and confirmed with a drug test and/or blood alcohol test that demonstrate concentrations of controlled substances.

Supervisors may require an employee to be drug and/or alcohol tested on the basis of reasonable suspicion only after consultation with a second trained County supervisor, or the appropriate department director, or the Human Resources Director or designee.

Employees may request a Union Steward or representative to be present. The absence of a Union representative shall not be grounds for the employee to refuse to consent and submit to such tests or searches in the time frame required by the Drug Free Workplace Act of 1988 and DOT.

Testing procedures for Commercial Drivers License will be performed in accordance with DOT requirements.

All other testing will be governed by industry practices for non-DOT testing. The standards include utilizing a Department of Health and Human Services certified laboratory that demonstrates experience and capacity of quality control, documentation, chain of custody, technical expertise and demonstrated proficiency testing. All alcohol tests will be performed by a Certified Breath Alcohol Technician using a breathalyzer for both initial and confirmation testing. Unless otherwise agreed to by the County and Union, all drug testing will be performed by urine testing.

### **Test Results**

The drug testing company will contract with a certified medical review officer (MRO). The MRO will review preliminary non-negative drug test results with the employee and any relevant health care provider(s) before the results are reported to the County.

If an employee disagrees with the results of a drug test, the employee may request the sample be retested at the employee's expense. The request for retesting must be submitted in writing to the testing facility and Human Resources within five (5) business days. The result of any retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed an acceptance of the test results. If an employee requests a retest, disciplinary action shall be held pending receipt of the results of the retesting.

The employee may be placed on paid administrative leave pending results of retesting or may continue working.

Employees who test positive for alcohol or controlled substances shall be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken. The County will verify an employee's attendance and that the assessment has been completed.

The County may take disciplinary action for violation of this policy in accordance with Just Cause. In instances in which the County determines the employees conduct warrants termination, the County may offer an employee continued employment under the terms of a last chance agreement. Last chance agreements for employees who possess a CDL must comply with DOT regulations.