

**Exhibit 4 - TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY AND THE CITY OF GLADSTONE, AND
AFSCME COUNCIL 75, LOCAL 350-03 (GLADSTONE)**

EMPLOYEE TRANSFER AGREEMENT

This Employee Transfer Agreement ("Agreement") is entered into by and between Clackamas County ("County"), the City of Gladstone ("City"), and AFSCME Council 75, Local 350-03 (Gladstone).

Section 1: Transfer of Employees

- A. The City's employees of the Gladstone Library as of November 30, 2019 ("Transferring Employees") shall be transferred to the employ of the County pursuant to ORS 236.605-640 on December 1, 2019 ("Date of Transfer")
- B. No later than seven (7) days before the Date of Transfer, the City will provide to County an electronic version of each Transferring Employees' personnel file/employment records, as maintained by the City's Human Resources Department.

Section 2: Wages

- A. County agrees to maintain the Transferring Employees' salary or hourly wage rate as of the Date of Transfer for a period of twelve (12) months immediately following the Date of Transfer, as long as the Transferring Employee remains employed by County.
- B. After the first twelve (12) months of employment with County following the Date of Transfer have passed, County agrees to place the Transferring Employee(s) who remains employed by the County at the closest salary or hourly wage for the position, as designated under County's then current classification and salary schedule.

Section 3: Accrued Leaves

- A. At the option of the Transferring Employee, which must be made on or before November 8, 2019 ("Election Date"), the Transferring Employee may elect to transfer any accrued and unused sick leave and may retain accrued vacation leave up to a maximum of eighty (80) hours. Between the Election Date above and the Date of Transfer, any vacation leave hours or sick leave hours used by a Transferring Employee will result in a reduction of the transferred balance by an equivalent number of hours. During that period between the Election Date and the Date of Transfer,

an employee will not be permitted to exceed the number of accrued and unused vacation leave hours and/or accrued and unused sick leave hours; in such a circumstance, the employee will be in a leave without pay status for any vacation leave hours and/or sick leave hours that go beyond the accrued amount.

- B. On the Date of Transfer, the City will liquidate and pay out to the Transferring Employee any accrued and unused compensatory time or vacation time that the Transferring Employee has elected for payout, consistent with any applicable statute and/or applicable Clackamas County Employees Association collective bargaining agreement.
- C. At the time of transfer, the City agrees to pay to County, by December 31, 2019 a sum equal to the number of hours of retained sick leave and vacation leave by each transferred employee times the employee's hourly rate of pay as of December 31, 2019.

Section 4: Seniority

- A. Seniority of Transferring Employees will be in accordance with ORS 236.620(1)(c). Transferring Employees shall retain the seniority they accrued while employed by City. Effective on the Date of Transfer and pursuant to ORS 236.620 (1), Transferring Employees will be placed on the County's employee roster and the roster shall be consolidated into a single seniority list. Subject to other provisions of this Agreement, the crediting of seniority shall apply for all purposes, under the Clackamas County collective bargaining agreement.
- B. If a Transferring Employee and a current County employee have the same classification seniority, seniority shall be determined by each employee's date of hire. If the dates of hire are the same, seniority shall be determined by the date of job offer. If the job offer dates are the same, the Transferring Employee shall be placed below the Clackamas County employee on the seniority list.

Section 5: Retirement

- A. The parties agree that both entities participate in PERS, and that pursuant to ORS 236.620, all Transferring Employees are able to participate in the same retirement system at the County that they are at the City. Therefore no election need be made regarding participation in a retirement system.
- B. The parties agree that all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees from their date of hire with the City through November 30, 2019, shall be attributable to and

the responsibility of the City, and all PERS employer assets and liabilities based on PERS-covered service of the Transferring Employees on and after December 1, 2019, shall be attributable to the County.

Section 6: Health Insurance Other Benefits

- A. County agrees to provide to Transferring Employees on the Date of Transfer, the health insurance and benefits, hours, conditions, and privileges, as its other similarly classified employees, subject to the same collective bargaining agreement.
- B. Nothing contained herein, either expressly or implied, shall confer upon any Transferred Employee or any other employee or legal representatives thereof any contractual rights of continued employment.

Section 7: Other Terms

- A. This Agreement represents the entire agreement of the parties and supersedes all prior oral or written understandings, statements, representations, or promises regarding the impact of the transfer of City employees to the County. The parties expressly represent that there are no other understandings, representations, or agreements between them relative to the subject matter of this Agreement, except as set forth in the Intergovernmental Agreement referenced above. This Agreement may be amended by the written consent of the parties.
- B. The parties agree that the transfer of employees from the City to the County, which is governed by ORS 236.605 through ORS 236.640, is fulfilled by the terms of this Agreement. The parties further agree that they understand all of the provisions of this Agreement and execute it voluntarily with full knowledge of its significance and consequences.

AFSCME Council 75, Local 350-03

By: _____

Date: _____

CITY OF GLADSTONE

By: _____

Date: _____

CLACKAMAS COUNTY

By: _____

Date: _____