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Clackamas County

www.clackamas.us

CLACKAMAS COUNTY

Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

November 5, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Ratification of the Labor Agreement extension for the Clackamas County Employees' Association (Main Unit). Agreement Value is $12,274,082 for two years. CCEA positions exist in nearly all funds and departments of the organization, with funding from various revenue sources, including approximately $2,830,701 budgeted County General Funds.

Previous Board Action/Review: Executive Session on November 3, 2026
Performance Clackamas: Building Trust through Good Government
Counsel Review: Yes
Procurement Review: N/A
Contact Person: Evelyn Minor-Lawrence
Contact Phone: 503-655-8812

EXECUTIVE SUMMARY: The County and the Clackamas County Employees' Association (CCEA) recently entered negotiations to extend the existing collective bargaining agreement (CBA) which is scheduled to expire on July 1, 2027. The parties met for one bargaining session on October 12, 2026, and successfully reached a tentative agreement on a two-year extension of the CBA during that initial meeting. On October 21, 2026, CCEA members agreed to the contract extension by majority vote.

The 2024-2027 CCEA (Main) labor agreement was originally ratified on May 1, 2025. The proposed agreement extends the current contract for two years, through June 30, 2029, and maintains a status quo on the economic terms of the CBA.

The total estimated cost of the original three-year term for the CCEA (Main) CBA was $92,986,414.

The total estimated cost of the two-year extension for the CCEA (Main) CBA is $12,274,082. This cost assumes a 4.5% cost of living adjustment for FY 27/28 and FY 28/29, which is the maximum COLA possible based on current contract language, and includes roll-ups and projected add-to-pays.

The total cost of a five-year term for the CCEA (Main) CBA is estimated at $105,260,496.

RECOMMENDATION: Staff recommend the Board approve the proposed two-year contract extension for the CCEA (Main) CBA, through June 30, 2029.

Respectfully submitted,

Evelyn Minor-Lawrence
Director, Department of Human Resources

For Filing Use Only

CLACKAMAS COUNTY

EMPLOYEES' ASSOCIATION

CLACKAMAS
COUNTY

2027-2029

AGREEMENT

Table of Contents

PREAMBLE **4**

ARTICLE 1 - RECOGNITION **4**

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS **5**

ARTICLE 3 - HOURS OF WORK **6**

1. Regular Hours. 6
2. Work Week. 6
3. Continuous Operation. 7
4. Work Schedule Changes and Notice. 7
5. Rest Periods. 7
6. Seniority For Shift Scheduling. 8
7. Employee Reporting Expectations. 8
8. Essential Employee Designation and Disclosure 9
9. Hybrid and Remote Work. 9

ARTICLE 4 - REDUCED WORKWEEK SCHEDULE **10**

ARTICLE 5 - HOLIDAYS **11**

1. Holidays. 11
2. Holidays for Employees Working a Four-Day Work Week 12
3. Holidays for Employees Working a Five-Day Work Week. 12
4. Holiday During Leave. 12
5. Holiday Work. 12
6. Part-time Employee Holidays 12

ARTICLE 6- SICK LEAVE **13**

1. Accrual. 13
2. Bereavement Leave. 13
3. Immediate Family. 14
4. Conversion to Retirement Benefit. 14
5. Hours Charged. 14
6. Parental Leave. 14
7. Vacation Option. 14
8. Family Medical Leave and Other Protected Leaves. 14

ARTICLE 7 - VACATION LEAVE **15**

1. Accrual. 15
2. Vacation Times 16
3. Termination or Death. 17
4. Hours Charged. 17

ARTICLE 8 - OTHER LEAVES **18**

1. Leave of Absence. 18
2. Jury Duty. 18
3. Educational Leave 18
4. Major Emergencies, Disasters or Inclement Weather. 18

ARTICLE 9 - HEALTH AND WELFARE 19

1. Medical Coverage. 19
2. Benefits. 19
3. Life Insurance. 19
4. Dental Insurance. 19
5. Disability Income Insurance 20
6. Reinstatement From Medical Layoff. 20
7. Less than Full-Time Employees 20
8. Benefit Waiting Period 20
9. Benefits Review Committee 20
10. Plan Changes Required by Law or Insurance Carrier. 21
11. Health Reimbursement Account (HRA) 21
12. Deferred Compensation Plan. 22

ARTICLE 10 - WAGES 23

1. Wages. 23
2. Overtime 24
3. Travel Pay and Mileage Reimbursement. 25
4. Retirement Contributions. 25
5. Longevity. 25
6. Computation of Hourly Rate. 26
7. Shift Differential. 26
8. On-Call Pay. 27
9. Call Back Pay and After-Hours Phone or Pager Instructions. 27
10. Bilingual Skills Pay. 28
11. Travel Time. 28
12. DPSST Certification. 29
13. Stipend for Required Clothing. 29

ARTICLE 11 – ON-CALL HOURS FOR BEHAVIORAL HEALTH DIVISION MOBILE CRISIS RESPONSE TEAM 30

ARTICLE 12 – SCHOOL-BASED HEALTH CENTERS 32

ARTICLE 13 - DISCIPLINE AND DISCHARGE 34

ARTICLE 14 - SETTLEMENT OF DISPUTES 36

1. Association Grievance and Arbitration Procedure. 36
2. County Grievance and Arbitration Procedure. 37

ARTICLE 15 - WORKERS' COMPENSATION 39

ARTICLE 16 - UNION DUES 41

ARTICLE 17 - ASSOCIATION RIGHTS 42

1. Association Representatives. 42
2. Release Time. 42
3. Access to Workers. 43
4. New Employee Orientation. 43
5. Association Negotiators. 43
6. No Discrimination. 43
7. Association Business on County Paid Time. 43

8. Employee Time. 45

ARTICLE 18 - LABOR MANAGEMENT COMMITTEE 46

1. Membership. 46
2. Meeting Time. 46
3. Purpose. 46

ARTICLE 19 - PERFORMANCE EVALUATION 47

ARTICLE 20 – TRANSFERS AND VOLUNTARY DEMOTIONS 48

1. Housing Authority 48
2. Intradepartmental Transfer. 48
3. Interdepartmental Transfer. 48
4. Voluntary Demotion. 48

ARTICLE 21 – RECLASSIFICATION 49

ARTICLE 22 - LAYOFF AND RECALL 50

1. Reason for Layoff / Layoff Order. 50
2. Notice of Layoff and Bumping Options. 50
3. Layoff and Bumping Process. 50
4. Qualifications Review Committee. 51
5. Layoff Status and Recall 52
6. Seniority. 53

ARTICLE 23 – MISCELLANEOUS 54

1. Existing Conditions. 54
2. Copies of the Collective Bargaining Agreement (CBA). 54
3. Car as Condition of Employment. 54
4. Rules, Department Policies and Employment Policies and Practices. 54
5. Limited-Term Appointments 54
6. Reorganization of a Department. 54
7. Electronic Mail. 55
8. Interview/Testing Time. 56
9. Over/Under Payments. 56
10. Video Cameras and GPS Data. 57

ARTICLE 24 - CLASSIFICATION/COMPENSATION REVIEW PANEL 58

ARTICLE 25 - TERMINATION 59

OFFICIAL GRIEVANCE FORM 60

ADDENDUM 1 61

A G R E E M E N T

between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

PREAMBLE

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Clackamas County Employees' Association, hereinafter referred to as the Association.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The County recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except temporary employees (those hired for a period not to exceed 1502.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1600 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve (12) month period based on the County's Affordable Care Act (ACA) look back period of November 1 through October 31 and every twelve months thereafter), part-time employees (regularly working a schedule of less than 18.75 hours per week), Deputy District Attorneys, elected officials, department heads, and employees who because of the their supervisory or confidential status do not have statutory bargaining rights and employees covered by other agreements. Confidential and supervisory positions which no longer perform statutory duties that exempt the position from the bargaining unit shall be covered by the terms and conditions of this agreement effective upon the termination of such duties.

The County and the Union further agree to recognize the Association as the bargaining agent for employees not now covered by this agreement or any other agreements upon a showing of interest of fifty percent (50%) plus one of the affected group of employees, provided, however, this does not include temporary employees hired through an outside agency or craft employees hired for six (6) months or less.

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

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

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.

2. The determination of the County's financial, budgetary and accounting procedures.

3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to establish or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work. Provided, however, that prior to entering into a contract or subcontract for services which would directly eliminate more than one full-time bargaining unit position, the Association will be given, in writing, at least thirty (30) calendar days' notice. The Association will be afforded, at their request, an opportunity to meet and receive relevant information, an opportunity to present its position to the Board of County Commissioners prior to Board action related to such contracting or subcontracting and the right to bargain the impact. However, in a reorganization, an expenditure reduction of less than ten percent (10%) would not be considered "contracting out". The Board of County Commissioners retains full authority to let contracts as they believe to be appropriate.

4. The parties recognize that change is ongoing, rapid and accelerating and that employee involvement in formulating proposals often leads to improved decision making. The Association agrees to allow management to ask/assign its members to various task forces, work groups or committees. Recommendations that affect working conditions are subject to all the requirements of the Public Employee Collective Bargaining Act (PECBA).

The County, in exercise of the above-mentioned functions, will not discriminate against any employee because of membership in the Association.

ARTICLE 3 - HOURS OF WORK

1. Regular Hours.

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

2. Work Week.

The usual work week will be Monday through Friday, except when necessary for scheduling of services provided to the public (as provided in #4 below) or for employees in Continuous Operations. Each employee will have a consistent regular or alternative work schedule defined in the County timekeeping system. Employees shall have two (2) consecutive, regularly scheduled days off during each seven-day work period except during shift rotations. For employees of the Library, Residential Services Division of Community Corrections and the Juvenile Intake and Assessment Center, during shift rotations, the work week may be greater or less than 37.5 or 40 hours.

Regular Schedule:

Consists of five (5) consecutive seven and one-half (7.5)-hour days or five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive 9.5 hour days plus one (1) nine (9) hour day.

Paid Holiday Value: 7.5, 8, 9.5, or 10
Daily OT Threshold: 7.5, 8 [for a five (5) day work week], 9.5, or 10 [for a four (4) day work week]

Alternate Schedule:
The County and the Association recognize that in order to adequately serve the public or to meet employee personal needs, the employee and supervisor may agree in writing to an alternative schedule, provided that: the agreed upon schedule is consistent with the needs of the County; the schedule does not establish a work day that is less than four (4) hours nor more than ten (10) hours; the schedule has start and end times beginning on the hour or in fifteen (15) minute increments thereafter; and the schedule does not establish a work week in excess of 40 hours; and shall be in place thirty (30) days or more. Nothing in this Article shall be construed to supersede the right of management to determine schedule as provided in Article 2.

Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and county requirements for submitting timesheets and receive prior approval before working outside their normal schedule.

Paid Holiday Value
If you work:
5 days, 37.5 hours a week, holiday is equal to 7.5 hours
5 days, 40 hours a week, holiday is equal to 8 hours
4 days, 37.5 hours a week, holiday is equal to 9.5 hours
4 days, 40 hours a week, holiday is equal to 10 hours

Weekly OT Threshold
If you work:
5 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
5 days, 40 hours a week, overtime is paid after 40 hours in a work week
4 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
4 days, 40 hours a week, overtime is paid after 40 hours in a work week

Flexible Schedule:
Supervisors may request employees to flex their daily work schedule within the same work week to meet immediate workload demands and business need. Employees may also request to flex their daily work hours within the same work week for personal reasons. Employees must receive management approval prior to flexing their work schedule. Such approval is at the County's discretion but shall not be unreasonably denied. Flexible schedule changes could be more or less than the minimum or maximum hours discussed in the regular or alternative schedules above. These changes in the schedule should be considered occasional and sporadic to meet an immediate or short term need and shall not last more than ten (10) consecutive workdays. It is understood that flexible schedules will not create an overtime liability for the County unless previously authorized in advance by the supervisor.

As this change to the work schedule is temporary, the value of a paid holiday and the OT Threshold will be the same as the employee's base regular or alternative schedule as set in the time keeping system.

3. Continuous Operation.

Any operation that consists of sixteen (16) or more total hours (more than one shift) in a work day, and/or a work week that consists of seven consecutive days, is considered continuous operation, e.g., the Sheriff Office's Jail Division's Residential Center, the Juvenile Intake and Assessment Center, and H3S's Behavioral Health Division's Mobile Crisis Response Team Clinicians.

4. Work Schedule Changes and Notice.

All employees will have a regular or alternative schedule as defined in the timekeeping system except: (1) as may be modified by this Article, (2) as may be required for emergencies and (3) for changes in scheduling of services provided to the public. Provided, however, employees will be given a minimum of thirty (30) calendar days' notice of a workday/shift change before taking effect. The employee and supervisor may agree to effect the change in less than thirty (30) calendar days by mutual written agreement. Employees that have a legitimate hardship as a result of a contemplated shift change will be given additional time to resolve the conflict. The amount of additional time is subject to approval by the supervisor and department director.

5. Rest Periods.

A minimum of a one-half-hour lunch break shall be taken at the approximate mid-point of the shift. Two fifteen (15)-minute breaks shall be provided for each regular shift. One fifteen (15)-minute break shall be taken at the approximate midpoint of both the first half and the second half of the shift.

Working through the lunch period requires prior approval from a supervisor. If an employee works through the lunch period, such time shall be paid at their regular rate of pay unless it meets the requirement for overtime as set forth in Article 3 (Hours of Work), Section 2 (Work Week) or Article 10 (Wages), Section 2 (Overtime).

Community Corrections Officers, Community Corrections Counselors, Community Corrections Technicians, Community Corrections Work Crew Specialists, Community Corrections Aides in the Residential Services program of the Sheriff's Office Jail Division, Juvenile Counselor 1's in the Juvenile Intake and Assessment Center and H3S's Behavioral Health Division's Mobile Crisis Response Team Clinicians shall receive a thirty (30) minute paid lunch period with the expectation that the employees are available for work during that time.

6. Seniority For Shift Scheduling.

Management will consider seniority as well as other job related factors when determining shift assignments.

7. Employee Reporting Expectations.

During a disaster it is important for Clackamas County to know employees are safe, and to assist with any needs they have. It is also critical to resume vital county services to residents. The County anticipates needing every available employee to effectively respond to the impact of a declared major emergency or disaster, whether it strikes during normal work hours, at night, on a weekend or a holiday. In a major emergency or disaster, employees should be prepared to report for work at any time and can expect to work non-regular extended hours under challenging conditions. Employees may be asked to temporarily perform work that is not normally in their regular classification; provided however employees will not be required to perform work that they believe is outside their area of experience, beyond their capabilities or that they consider unsafe.

If the major emergency or disaster occurs during non-work hours, employees are expected to ensure the safety and welfare of their families. If the employees are available for work**,** they should make every effort to contact their supervisor for reporting instructions or follow their Department internal communication plan for a major emergency or disaster. Employees can also check the Employee Hotline at 503.655.8468. If unable to establish contact with a department representative, employees should make reasonable effort to report to the Public Service Building (PSB) or other reporting station as identified on the Employee Hotline as soon as practical.

If the major emergency or disaster occurs during work hours, employees are expected to remain on the job unless specifically released by their supervisor. The County will assist the employee, if requested, in checking on the status of immediate family members of on-duty-employees and report that status to the employee.

Employees will be compensated for hours worked as provided in Article 10 (Wages), and in addition will also be paid for all hours worked on emergency/disaster.

8. Essential Employee Designation and Disclosure.

Current employees shall be designated as essential by October 31th of each year. Newly hired employees may be designated within thirty (30) days of their hire. The employee shall be informed of the designation at the time it is made. The disclosure to the employee can be made by email, letter, or other written communication. In the event of a closure, an essential employee shall check with their supervisor (or designee) to confirm that they need to report to work.

9. Hybrid and Remote Work.

Employees may request to work remotely consistent with the County's Telework policy. Telework agreements may be modified or revoked by a supervisor if the employee's performance is not meeting expectations.

Employees who are scheduled to work remotely and who are required to report in-person on a scheduled telework day may request to modify their schedule so that they can telework on a different day that workweek, so long as it does not disrupt the employees' ability to perform their job duties and they receive advance approval from their supervisor.

If an employee works a hybrid schedule, the County will ensure that on the days the employee is to report to the office the employee shall be provided with adequate workspace.

Employees who do not have equipment to perform telework shall not be expected to telework by their supervisor.

ARTICLE 4 - REDUCED WORKWEEK SCHEDULE

The parties agree that where it is in the interest of both the employer and the Association and possible to eliminate the necessity for layoff by the implementation of a reduced workweek, such a plan may be used. Discussions regarding the reduced workweek in any department or work unit may be initiated by either the employer or the Employees' Association. The County retains the final authority to determine whether a reduced workweek will be implemented; however, any reduced workweek plan shall encompass the following conditions:

1. Where practicable and equitable, the reduced workweek will be uniform to all employees in the unit affected.

2. That such reduced workweek shall be for a specific period of time, which shall be determined at the time of establishing the reduced workweek.

3. Fringe benefits will continue for employees on reduced workweek within contractual limits of this agreement and contracts with insurers. Part-time limitations will apply when appropriate.

ARTICLE 5 - HOLIDAYS

1. Holidays.

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

New Year's Day (January 1st)
Martin Luther King's Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)
One floating holiday of 10 hours (prorated for FTE status) shall be granted to each employee each calendar year.

The floating holiday shall be scheduled in the same manner as paid vacation leave and may be used in less than full hour increments. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be.

Every additional day appointed by the Board of County Commissioners as a holiday is also a holiday under this agreement.

The scheduling of such holidays shall be consistent with staffing needs as determined by the County. New employees, who qualify for paid holidays, are eligible for a floating holiday after ninety (90) days of employment. Unbroken service in the same position for the County immediately before the employee receives regular status shall count toward the ninety (90) day requirement. The holiday shall be the day recognized by the County as the holiday and shall be from Midnight to Midnight on that day.

To receive pay for a holiday, the employee must be in a paid status, defined as regular wages or County accrued leave, on the last working day immediately preceding the holiday and the next working day immediately following the holiday. Holidays occurring during a leave without pay shall not be compensated.

Holidays will be paid as follows for regular and alternative schedules:

1) Employees on a 4 day 40 hour work week: 10 hours
2) Employees on a 4 day 37.5 hour work week: 9.5 hours
3) Employees on a 5 day 40 hour work week: 8 hours
4) Employees on a 5 day 37.5 hour work week: 7.5 hours

Holiday pay while working a flexible schedule shall be paid as determined by the employee's regular base work week schedule.

If a holiday falls on a flex work day that is shorter than the holiday, the employee must make up the time with vacation, compensatory time or work the hours in the same week as the holiday.

If the holiday falls on a flex work day that is longer than the holiday, the employee shall work with the supervisor to flex their schedule within the same work week to avoid overtime.

2. Holidays for Employees Working a Four-Day Work Week.

For employees in non-continuous operations, whenever a holiday falls on the first and second of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in their regular work week shall be observed as a holiday. Whenever a holiday falls on the third of the three (3) days not included in the employee/s regularly scheduled work week, the following day in the employee's regular work week shall be observed as a holiday. For employees in continuous operations, holidays will be compensated in accordance with Article 5 (Holidays), Section 5 (Holiday Work).

3. Holidays for Employees Working a Five-Day Work Week.

For employees on a five day work week, if any such holiday falls on a Sunday, the succeeding Monday shall be deemed to be the holiday that year. If any such holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday that year. This shall apply for all bargaining unit members except continuous operations employees, who will observe weekend holidays on the day in which the holiday is defined in Section 1 (Holidays) of this Article.

4. Holiday During Leave.

Should an employee be on authorized sick or vacation leave when a holiday occurs, no sick or vacation hours will be charged for that day.

5. Holiday Work.

If an employee works on any of the holidays listed above, they shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half their regular rate of pay. Employees on shifts that cross over days will be paid the overtime rate only on hours that occur on the actual holiday (the holiday starts and ends at midnight). Hours that occur on a non-holiday will be paid at straight time. The employee may have the option, with the approval of their supervisor, of accruing compensatory leave, on a straight hour for hour basis, in lieu of the holiday pay, but shall still be paid at the rate of time and one-half their regular rate of pay for all hours worked. If any such holiday falls on a continuous operations employee's regular day off, they may be given the option, with the approval of their supervisor, of receiving one (1) extra day's pay or one (1) additional day of compensatory leave.

6. Part-time Employee Holidays.

Regular status part-time employees working half-time (18.75 hours per week) or greater will be paid holidays on a prorated basis in the month in which the holiday occurs without regard to the work schedule.

ARTICLE 6- SICK LEAVE

1. Accrual.

Each employee shall accrue unlimited sick leave at the rate of eight (8) hours for each month worked, to be used in the event of illness or to care for a member of the employee's immediate family who is ill.

Absence due to sickness in excess of three (3) days must be verified by a healthcare provider's certificate at the request of the County. Appropriate documentation may be required for absence of less than three (3) days if the County has reasonable suspicion that misuse or abuse of sick leave exists.

Employees shall make a reasonable effort to schedule doctor's appointments occurring during their work shift at times that will minimize their time away from the office.

If an employee in continuous operations is ill and will not be able to report to work, the employee will notify the "On Duty Supervisor" no sooner than twenty-four (24) hours and no later than two (2) hours before their shift is to begin.

Employees who exhaust their sick leave and are on extended leave due to an illness, will receive one additional month of benefit coverage after their benefits would normally terminate. After the one-month extension, appropriate COBRA rights would apply.

Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue sick leave for the next month, on the first of that month:

1) 88 hours (prorated for FTE status) for a work day of eight (8) hours or more in a forty (40) hour work week; or
2) 82.5 hours (prorated for FTE status) for a work day of seven and one-half (7.5) hours or more in a thirty-seven and one-half (37.5) hour work week.

2. Bereavement Leave.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence with full pay in event of the death of a member of the employee's immediate family, including stepchildren and stepparents residing outside of the household, for the purpose of making household adjustments and/or to attend the funeral. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the Department Director or designee. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to approval by the Department Director or designee.

Consistent with the needs of the County and as approved by the Department Director, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current County employee or retiree.

Bereavement leave under this Article runs concurrently with bereavement leave under the Oregon Family Leave Act or any other law.

3. Immediate Family.

An employee's immediate family shall be defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, spouse's parents, domestic partner parents, children, brother, sister, grandparents (of either employee or spouse), grandchildren, sister-in-law and brother-in-law, or other family members as defined by state or federal law. Stepchildren, stepparents, or children of domestic partner residing with the employee, shall be included in the definition of immediate family. Sick leave may also be used as approved by the Department Director or designee, in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above.

4. Conversion to Retirement Benefit.

Pursuant to ORS 238.350, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

5. Hours Charged.

Employees shall be charged for sick leave in an amount equal to the time they are absent from work.

6. Parental Leave.

Parental leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

7. Vacation Option.

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use their accrued vacation time to cover such time off. At the option of the employee on approved FMLA/OFLA/PFML, the employee may retain up to forty (40) hours of vacation time prior to being placed on leave without pay. If an employee is approved to receive donated leave pursuant to current Employment Policy and Practice No. 46, all accumulated leave including vacation, floating holiday, compensatory, personal leave and sick leave shall be used first.

8. Family Medical Leave and Other Protected Leaves.

Family Medical leave and other protected leaves will be granted in accordance with current Employment Policy and Practice No. 10.

ARTICLE 7 - VACATION LEAVE

1. Accrual.

A. **Vacation Option – New Hires.**

New employees upon initial hire will have the one-time option to choose to either have their first year's worth of vacation leave frontloaded into their vacation leave bank in accordance with County Employment Policy and Practice (EPP) #66 – Vacation Leave or accrue vacation on a period basis in accordance with subsection C below.

Employees who choose the frontload option for the first year of employment will start accruing vacation leave effective the first day of their second year of employment in accordance with subsection C(1) below.

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 23 (Miscellaneous), Section 9(C) (Repayment to the County).

Should a new hire not make a selection, they will be defaulted into the normal accrual system outlined in subsection C below.

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

Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with 52.2 hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

1. Less than five (5) years of continuous service, 104.4 hours per year, accrued at the rate of 8.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
2. Five (5) to ten (10) years, but less than ten (10) years of continuous service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
3. Ten (10) years to fifteen (15) years, but less than fifteen (15) years of continuous service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
4. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
5. After twenty (20) years of continuous service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

Continuous service for the purpose of determining eligibility for accelerated vacation accrual rates shall be service unbroken by separation from County employment that results in a new date of hire.

C. All employees hired on or after January 1, 2001, or employees hired prior to January 1, 2001 who have elected to enroll in the Vacation Sell Back program, accrue vacation in the following manner:

1. Employees having served in the County service for one (1) full-calendar month consistent with subsection C. below shall be credited, with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service. Vacation leave not to accumulate beyond 250 hours.

2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back up to sixty (60) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.

3. Employees hired prior to January 1, 2001 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to the employee's previous accrual schedule.

D. Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue vacation leave for the next month, on the first of that month:

1. 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or

2. 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise their right of seniority only once per calendar year. Employees may be allowed to use vacation or floating holiday with short term notice such as attending school functions of a child, with twenty-four (24) hours advance notice and approval of the employee's supervisor. In the event where twenty-four (24) hours advance notice is not practicable, such as an emergency, employees may be allowed to use vacation or floating holiday with approval of the employee's supervisor. Vacation requests can be submitted up to one hundred twenty (120) days in advance. In the event of more requests than the County can allow, vacation time shall be approved on the basis of seniority. Provided,

however, that once an employee's vacation request for specific day(s) has been approved, an employee with greater seniority may not "bump" that employee's approved vacation request. Vacation requests shall not be unreasonably denied by a supervisor.

3. Termination or Death.

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

4. Hours Charged.

Employees shall be charged for vacation leave in an amount equal to the time they are absent from work.

ARTICLE 8 - OTHER LEAVES

1. Leave of Absence.

Leaves of absence are covered by County Code and policy. No leave will be granted to an employee to accept employment in any other capacity. Credit toward longevity, salary increases, sick leave and vacation will not accrue during such leave except during any month when the employee is in paid status, defined as regular wages or County accrued leave for 88 hours (prorated for FTE status) or more in any month. Benefits will not be paid by the County during such leave except when the employee is in paid status, defined as regular wages or County accrued leave for eighty-eight (88) hours (prorated for FTE status) or more in any month.

2. Jury Duty.

When an employee with regular or probationary status is called for jury duty or subpoenaed as a witness by proper authority for cases in which the employee is not a party, the employee shall be granted a leave of absence with pay for the time the employee is unable to work their regularly scheduled hours.

All jury duty and witness fees, other than mileage reimbursement, shall be surrendered to Clackamas County. Employees who are excused from jury service or court appearance before the end of their work day shall immediately report their availability for assignment to their supervisor. Employees scheduled to work on shifts other than day shift shall be considered on day shift for the duration of jury duty.

3. Educational Leave.

After completing three (3) years of service, an employee upon request and approval from the Department Director may be granted a leave-of-absence without pay for educational purposes at an accredited school, when it is related to the employee's employment. The period of such leave-of-absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee upon approval from the Department Director, when necessary.

One (1) year leaves-of-absences, with any requested extension, for education purposes, may not be provided more than once in any three (3) year period.

Employees may also be granted leaves-of-absence with or without pay for educational purposes upon approval from the Department Director, for additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

4. Major Emergencies, Disasters or Inclement Weather.

When an employee is unable to report to work because of major emergencies, disasters, or inclement weather, and County shut down pay is not applicable, the employee will have the option of either making up the missed time in the same work week with the approval of the supervisor (provided there is no overtime obligation to the County), or using vacation, compensatory time, or leave without pay. See EPP 12 (Inclement Weather, Major Emergencies, and Disasters).

ARTICLE 9 - HEALTH AND WELFARE

1. Medical Coverage.

The County agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect medical coverage. The design of the medical plans shall be determined by the Benefits Review Committee as described in Section 10.

Effective January 1, 2028, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2027 County contribution.

Effective January 1, 2029, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2028 County contribution.

Employees will pay any remaining insurance premium cost share through payroll deduction.

Medical Insurance Opt-Out: Employees who submit the Medical Insurance "Opt-Out" Waiver of Medical Coverage for certifying they have other coverage not obtained from the individual market or the Health Insurance Marketplace will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualified life event or at the next Open Enrollment subject to carrier rules.

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

2. Benefits.

The County agrees to provide the Clackamas County Benefits Program to regular eligible employees (those who are working in a position regularly scheduled for thirty (30) hours or more per week) and their eligible family members. Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

3. Life Insurance.

The County agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of $50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described below in Section 9 (Benefits Review Committee).

4. Dental Insurance.

The County agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for eligible employees and their eligible family members. The design of the dental plans shall be determined by the Benefits Review Committee as described below in Section 9 (Benefits Review Committee).

Dental Insurance Opt-Out: Employees who opt out of coverage or opt down to a less expensive plan provided by the County will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying life event or at the next Open Enrollment subject to carrier rules.

5. Disability Income Insurance.

The County agrees to provide non-duty disability insurance coverage to eligible employees as described in the Benefits Handbook, effective on the first day of the month following the benefit waiting period described in Section 8 (Benefit Waiting Period). The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 9.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of sixty percent (60%) of up to $3,333 in monthly salary after an elimination period of the first thirty (30) days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later.

6. Reinstatement From Medical Layoff.

An employee who is reinstated to employment within six months from medical layoff will have the benefit waiting period waived. An employee who has continuously participated in COBRA during a medical layoff will have the benefit waiting period waived for up to eighteen (18) months.

7. Less than Full-Time Employees.

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week. Regular part-time employees working at least 20 hours per week shall be entitled to County-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4 (Dental Insurance).

8. Benefit Waiting Period.

Medical, dental, vision, life and disability, health reimbursement account and voluntary benefits shall become effective on the first day of the calendar month following the employee's date of hire.

9. Benefits Review Committee.

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

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting the provision of the Article shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting

bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled but retain the same number of votes as described above. Regular meetings will be held as business dictates on a schedule agreed to by the Voting Members. Meetings may be held more frequently during the annual renewal process as determined by the Benefits Manager or their designated representative. Decisions of the Committee will be made by a majority of votes.

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

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

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

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

Problems with benefit coverage will be brought up at the Benefits Review Committee meeting for resolution.

10. Plan Changes Required by Law or Insurance Carrier.

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

11. Health Reimbursement Account (HRA).

The County shall enroll each benefit eligible employee covered by this Agreement into the County's Health Reimbursement Account (HRA/VEBA).

The County shall pay the account fee up to $1.50 per account per month for each active employee. The employee shall be responsible for the third party annualized investment fee.

Employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eighty (80) hours in excess of the annual cap paid into their HRA/VEBA account.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement.

Eligible employees as of December 31st of each year shall receive an annual contribution of $100 paid into their HRA/VEBA account by the second payroll period of the following January each year.

12. Deferred Compensation Plan.

Subject to applicable federal regulations, the County agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the County's Deferred Compensation program, at the rate of five percent (5%) of their base compensation as defined in the deferred compensation plan document, unless the employee chooses to opt out of the program or change the rate of contribution. Deferred compensation benefits shall become effective on the first date of the calendar month following two (2) full calendar months of continuous employment. New employees include newly hired employees, rehired employees and employees changing employment status from temporary to regular.

ARTICLE 10 - WAGES

1. Wages.

(a) Effective July 1, 2027, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

Effective July 1, 2028, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

(b) When any classification not listed on the Wage Schedule, which shall be published on the Department of Human Resources website, is established, the County shall designate a pay range for the classification and notify the Association. In the event the Association disagrees with the pay range and files a timely demand to bargain with the County, the Association and County shall open negotiations to establish a salary grade for the classification.

(c) Whenever an employee is assigned in writing by their supervisor the duties of a higher paid classification for at minimum, thirty (30) consecutive working days, the employee shall be placed in a Continuous Work Out of Classification (WOC) assignment via a Personnel Action Form and be paid for all hours. The pay rate the employee receives for Continuous Work Out of Classification will be determined by conducting a salary placement assessment in accordance with the Oregon Equal Pay Act or an additional three and a half percent (3.5%) of base hourly rate, whichever is higher.

For employees assigned duties of a higher paid classification for a duration less than thirty (30) days, or is non-consecutive and sporadic in nature, the employee will be placed in an Hourly Work Out of Classification assignment, and paid an additional three and a half percent (3.5%) of base hourly rate or at the beginning of the range of the higher paid classification, whichever is higher, via a Personnel Action Form.

For “Work-out-of-Class” assignments, the employee’s supervisor will submit information stating the need for such out-of-class work, how the employee meets the minimum qualifications to perform such higher classification work, and that authorization has been received from the department director.

In no case shall the WOC rate exceed the maximum rate of the higher classification’s salary range.

(d) Community Corrections Officers and Community Corrections Counselors assigned Field Training Officer (FTO) duties will be paid a ten percent (10%) increase over the employee’s current base hourly rate while performing such duties. Employees acting in multiple capacities, including the Lead Community Correction Officer II assignment, may not receive more than a single ten percent (10%) premium.

(e) Community Correction Officer IIs who are assigned Lead Community Correction Officer II duties will be paid a ten percent (10%) increase over the employee's current base hourly rate while in the Lead Community Correction Officer II assignment. Employees acting in multiple capacities, including FTO, may not receive more than a single ten percent (10%) premium.

(f) Community Correction Officers, Community Corrections Counselors, Office Specialist 2s, Program Aides, Human Service Assistants, Management Analysts, Human Services Coordinators, and Case Managers who work in Parole and Probation and are assigned training duties for which they are appropriately certified will be paid a five percent (5%) increase over the employee's current base hourly wage while performing such duties. Employees acting in multiple capacities may not receive more than a single five percent (5%) premium while performing such duties.

Community Correction Officers and Community Corrections Counselors who are also assigned FTO duties and Lead Community Correction Officer IIs are not eligible to receive the five percent (5%) increase under this provision, but will continue to receive the ten percent (10%) increase under Article 10(1)(d) or Article 10(1)(e).

(g) If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, the employee shall receive a merit increase of three and one-half percent (3.5%) on each of the employee's anniversary dates until the employee has reached the top of the range.

(h) Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate.

2. Overtime.

Overtime must have prior approval of a supervisor. Management has the right to assign overtime based on business needs. One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for work under the following conditions, but compensation shall not be paid twice for the same hours:

(a) Regular Schedule:
Overtime is payable for all hours worked beyond the employee's defined daily overtime threshold as defined in Article 3 (Hours of Work).

(b) Alternative Schedule:
Overtime is payable for all hours worked beyond the employee's defined weekly overtime threshold as defined in Article 3 (Hours of Work).

(c) Flexible Schedule:
The overtime threshold will be the same as the employee's regular or alternative schedule as set in the timekeeping system.

(d) All authorized work performed on a regularly scheduled day off, or, in the case of employees in continuous operations, on the three-day weekend, except as may be modified by Article 3 (Hours of Work), except for regular part-time employees covered by this agreement who shall be paid overtime after working forty (40) hours in a week.

Authorized work includes regular hours performing job related duties, compensatory time paid and call-in/stand-by pay.

If agreed to by an employee and the employee's department or division head, compensatory leave in the amount of time and one-half may be accrued in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

Employees in the classification of Dentist, Psychiatrist, Public Health Physician and Pharmacist would be exempt from all overtime payments per Fair Labor Standards Act regulations. However, these employees will receive straight hour-for-hour pay for hours worked.

3. Travel Pay and Mileage Reimbursement.

Employees will be granted travel pay and mileage reimbursement in accordance with the County's current Travel Policy.

4. Retirement Contributions.

PERS eligibility is subject to ORS 238.015. The County agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution by the County.

5. Longevity.

Employees covered by the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular or limited-term status in County service in the following amounts based upon the accumulation of time in paid status, defined as regular wages or County accrued leave:

Years	Percent
5	1.5
10	2.0
15	2.5
20	3.0
25	3.5
30	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates is defined as service unbroken by separation from County employment as a regular or limited term employee in paid status, defined as regular wages or County accrued leave.

In addition, effective the third full pay period following ratification of the contract, "continuous service" for the purpose of calculating eligibility for longevity pay will include one hundred percent (100%) of the time worked under the EAT contract, provided there has been no break in County employment. This adjustment applies solely to longevity pay and does not impact other benefits, accruals, or seniority. Employees will not receive retroactive longevity pay; the adjusted hours will apply only on a prospective basis.

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

6. Computation of Hourly Rate.

The computation of the hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Yearly salary assigned to full-time position}}{\text{Number of hours normally worked yearly in position}} = \text{dollars per hour}$$

$$\text{37.5 hours per week} = \frac{\text{Yearly salary}}{\text{1950 hours per year}} = \text{dollars per hour}$$

$$\text{Continuous operations} = \frac{\text{Yearly salary}}{\text{2080 hours per year}} = \text{dollars per hour}$$

7. Shift Differential.

Employees who work the majority of their regular scheduled work hours at 4:00 p.m. or after shall receive a shift differential of $1.75 per hour for all hours worked during their shift. Employees, except Community Corrections Officers and Behavioral Health Division's Mobile Crisis Response Team Clinicians, who work the majority of their regular scheduled work hours at 11:00 p.m., or after, shall receive a shift differential of $2.25 per hour for all hours worked during their shift. Community Corrections Officers and Behavioral Health Division's Mobile Crisis Response Team Clinicians who work a majority of their regular scheduled work hours at11:00 p.m., or after, shall receive a shift differential of $3.50 per hour for all hours worked during their shift. If an employee is requested or required to continue working at the end of their regular shift and has been receiving shift differential based on swing or night shift, the employee will either continue to receive the shift differential of their regular shift, or receive an increase in shift differential for the additional hours worked into the new shift, whichever is higher. When an employee works additional hours into the "new shift", any hours worked after a swing shift or night shift begins will be paid in accordance with that shift. Example: Employee is regularly scheduled to work 1 pm to 9 pm and receives 8 hours of shift differential at the swing shift rate. Employee agrees to continue working from 9 pm to 5 am. Employee will continue to receive

swing shift differential rate from 9 pm to 11 pm and will receive night shift differential for hours worked between 11 pm and 5 am.

Employees in the Clackamas County Public Health Division, Behavioral Health Division and Social Services Division, scheduled to work Saturdays or Sundays shall receive a "shift differential" of $.55 per hour for any Saturday or Sunday work. Saturday or Sunday overtime work is not paid differential time unless it is part of the employee's regular scheduled work week.

8. On-Call Pay.

Employees may be assigned by supervisors to be “On Call.” The on-call assignment requires an employee be readily available to report to work and to be at the needed work location within sixty (60) minutes of notice. Readily available includes that the employee has not consumed any intoxicant while on-call consistent with policy. Employees, except Community Corrections Officers and employees in Technical Services, Library Network and Facilities, who are designated in writing by their supervisor to be on-call after regular work hours, in which they will be required to carry and respond to a pager, cellular phone, or phone calls during designated shifts, will receive two (2) hours straight time pay per shift for time spent on-call.

Community Corrections Officers shall receive one-hundred and fifty dollars ($150) per week when assigned on-call duties.

Employees in Technical Services, Library Network, and Facilities who are designated in writing to be on call for After Hours Support shall be paid at the rate of 0.10 hour for every hour on-call.

When an employee is assigned duties of a higher classification according to the procedures in Article 10, Section 1(c) and is receiving Temporary Out of Classification (TOC) pay and is also assigned on-call duties, on-call hours will be paid at the higher TOC rate.

Employees are permitted to trade on-call periods with supervisory approval.

9. Call Back Pay and After-Hours Phone or Pager Instructions.

Employees who are called to physically report to a worksite outside of their regular shift shall be paid for actual time worked, with a minimum of two (2) hours call-back, at the overtime rate. If call-back overlaps with regular work hours compensation shall not be paid twice for the same hours. Actual time worked shall be in minimum increments of fifteen minutes.

Employees who answer work-related phone calls after work hours at home or through cellular phone or pager, but are otherwise not designated by their supervisor to be on-call are not eligible for on-call compensation. Employees who answer work-related phone calls after work hours at home or through cellular phone or pager are eligible for compensation for actual time worked but not for on-call compensation or call back pay. Employees who respond to work related incidents via electronic remote response (e.g. computer) are eligible for compensation for actual time worked, but not for a minimum two (2) hour response given to employees who physically report to the workplace. These provisions do not include on-call or after hours pay for Mental Health Emergency Services which is provided in Article 10 (Wages), Section 8 (On-Call Pay).

10. Bilingual Skills Pay.

A. When a position requires an employee to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional five percent (5%) of base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire and "Certification of Bilingual Requirement" Form.

B. It is not the intent of the parties that the re-designation of a position to "bilingual required" would be done for the sole purpose of superseding the layoff provisions of this agreement.

C. When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL), is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional five percent (5%) of their base hourly rate for actual time, rounded up to the nearest fifteen minutes, for performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

11. Travel Time.

Employees called to work before or after normal work hours and which requires the employee to travel to and from work in addition to their normal daily travel, will be paid for such travel time as work hours.

A. "Hours worked" includes the following travel time:

- Time spent traveling during regular work hours on a scheduled work day.
- Travel time occurring during regular hours on an employee's scheduled day off (i.e., travel occurring between 8:00 a.m. to 5:00 p.m. on Saturday/Sunday for an employee who works 8:00 a.m. to 5:00 p.m. Monday through Friday).
- Travel time outside of regular work hours if the employee is driving an automobile, boat, plane, etc., or is required to act as an assistant or helper while being a passenger, or is performing work related activities while being a passenger.

B. "Hours worked" <u>does not</u> include:

- Normal travel between home and work.
- Travel time as a passenger outside of regular work hours (if no work is being performed).
- Regular exclusions for meals.
- Sleep time.
- Commute time to and from the airport, bus station, etc., except if travel to the station of departure exceeds the employee's normal commute time to work.

- Excess time spent driving a car if the employee had been offered public conveyance and chose to drive instead (can exclude only time exceeding the time which would have qualified as hours worked on public conveyance).

C. Training Time

Attendance at lectures, meetings, training programs and similar activities must be counted as hours worked unless all the following criteria are met:

- Attendance is outside of the employee's regular working hours.
- Attendance is truly voluntary.
- Training is not directly related to the employee's job (exception for employees taking courses on their own initiative outside of work hours such as college or trade school courses).
- The employee does not perform any productive work during such attendance.

Within continuous operations departments, including Community Corrections and the Juvenile Intake and Assessment Center, when employees are required to attend scheduled meetings or training during hours that fall outside their regular work hours or on their days off, the County will pay or provide compensatory time in the amount of forty-five (45) minutes total for travel time at the regular rate. In addition, actual hours in attendance will be paid at the regular overtime rate.

12. DPSST Certification.

Community Corrections Officers who obtain a DPSST Intermediate Certificate in corrections will be paid additional compensation in the amount of $35 per pay period.

Community Corrections Officers who obtain a DPSST Advanced Certificate in corrections will be paid $70 per pay period.

Certification pay will commence effective the pay period following proof of certification by DPSST to the Department Director.

This incentive pay is not cumulative and members are eligible for one level only.

13. Stipend for Required Clothing.

The County will provide an annual stipend of $150.00 in the first full pay period in July for all current employees, as of July 1st of that year, who are required to wear medical scrubs or other medically related "uniforms" to the County work location if the County does not already provide such uniforms or stipends.

ARTICLE 11 – ON-CALL HOURS FOR BEHAVIORAL HEALTH DIVISION MOBILE CRISIS RESPONSE TEAM

The Mobile Crisis Response Team (MCRT) is a team of mental health practitioners who provide mental health crisis intervention services to individuals in Clackamas County. MCRT operates 24/7/365 and as such is a team in continuous operations. All Qualified Mental Health Professionals (QMHPs) on MCRT are required to be part of an on-call rotation. The on-call rotation is used to fill gaps in coverage which may include (but is not limited to) evenings, overnights, weekends, and holidays. On-call work occurs outside of an employee's regularly scheduled work hours.

Qualified Behavioral Health Division (BHD) employees on teams other than MCRT may volunteer for these on-call hours. Any employee volunteering for on-call hours must ensure it does not conflict with their regular work shift and must maintain adequate work performance. Behavioral Health Division Management will choose the volunteering employees by order of seniority from the volunteer pool, so long as the employee is in good standing (no current disciplinary action). Assignments from the volunteer pool will be based on seniority.

DEFINITIONS

- **On-Call Hours** are hours outside of a scheduled shift where an employee is assigned to carry a County cell phone and respond to requests for the mobile crisis team. On-call hours differ from work from home in that the employee is not expected to work during the hours between requests for mobile services.

- **Call Work Time** refers to time worked during on-call hours. This time may include time spent triaging a request for mobile crisis services, traveling to and from the location of the crisis, face-to-face mobile crisis response/ intervention services, and documentation. Call Worked Time cannot overlap with a scheduled shift.

COMPENSATION

1. Staff working on-call hours will receive straight time equal to twenty-five percent (25%) of their regular hourly rate for each hour they are on-call.

2. In addition, staff shall receive time and one-half for any call worked time during their on-call hours.

3. Compensation for call work time may be taken as overtime pay or added to the compensatory time bank by employee choice (following guidelines in Article 10 (Wages), Section 2 (Overtime)).

4. Employees responding to a call shall receive mileage reimbursement portal to portal.

DUTIES AND RESPONSE TIME REQUIREMENTS:

1. On-call staff are expected to respond to phone calls within ten (10) minutes of being contacted.

2. On-call staff are expected to respond on-site within one (1) hour of the decision to dispatch if not sooner to provide mobile crisis intervention services.

3. Staff will complete required documentation during their on-call shift whenever possible. If not possible (i.e., the team member is providing a mobile crisis intervention service until the end of their on-call shift), staff will notify the Mobile Crisis Supervisor and arrange additional time to complete the documentation. All documentation should be completed within twenty-four (24) hours of a clinical intervention (for both phone and face-to-face mobile responses).

ARTICLE 12 – SCHOOL-BASED HEALTH CENTERS

The provisions in this Article apply to those employees assigned to the School-Based Health Centers (SBHC) and in a school-based health center classification. The provisions in this Article become effective with the start of the 2025-26 school year.

(a) Employees will be paid on an hourly basis for all hours worked. Overtime will be paid in accordance with Article 10 (Wages), Section 2 (Overtime). If there is no work available during the summer recess, an employee will be required to take a limited duration summer leave of absence following the school year. An employee who does not wish to work during the summer recess also may elect to take a limited duration summer leave of absence the following school year, except for up to forty (40) hours of work as noted in section (g) below.

(b) Any cost-of-living adjustment shall be applied in accordance with Article 10 (Wages).

(c) Benefits will be applied in accordance with Article 9 (Health and Welfare) of the Agreement. For employees who take a limited duration summer leave of absence, the County agrees to continue the employees' benefits, without lapse in coverage. The employees' cost share for benefits premiums that accrue while they are on limited duration summer leave of absence will be collected from the employees prior to the summer break.

(d) For full-time employees, the regular work week during the school year normally shall consist of forty (40) hours per week with five (5) eight-hour days, Monday through Friday.

(e) Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and County requirements for submitting timesheets. This includes time spent performing work outside their normal schedule, including responding to communications regarding schedule and work location changes.

(f) Employees may be required to report up to one week in advance of the first student opening day at the beginning of each school year and remain on site one day after students are dismissed for the summer recess. On other days throughout the standard school year, employees will be expected to report to work on all days when the school is open to the community, even if students are not present. Subject to the exceptions listed below, employees will not be paid on days when the school is closed unless they have received approval from management to work remotely on meaningful tasks or are assigned work at another County clinic location.

(g) Unless otherwise assigned, employees will not be expected to report to work when the school is closed for holidays, winter or spring break, or during the summer recess, with the exception of Rex Putnum High School, which is open three days per week over the summer. Management has the right to assign up to forty (40) hours of work during

each summer recess, with thirty (30) calendar days' advance notice, to support school functions, such as sport physicals and school registration.

(h) Employees will be paid for all holidays in accordance with Article 5 (Holidays) except for holidays that occur while an employee is on a limited duration summer leave of absence.

(i) If the school is closed for inclement weather or other unforeseen reason, and at least one County Health Center is open for business, the employees will either report to an assigned County Health Center for work, work remotely in alignment with the County's telework policy, or take leave without pay (LWOP) if they are unable to arrange for transportation to the assigned County Health Center. The County will provide each SBHC employee with a general orientation of their assigned County Health Center's protocols.

(j) In the event the school district adds additional days to the school calendar to make-up days due to inclement weather or unforeseen closures, the employees will be required to work the make-up days and will be paid for all hours worked.

(k) Employees will accrue unlimited sick leave at the rate of six and four-tenths (6.4) hours per month. Employees will not accrue vacation leave or floating holidays nor be entitled to any other paid leave unless required by law. During the school closures of the day before and after Thanksgiving, winter break, and spring break, employees will be permitted time off without loss of pay.

(l) If a regular or probationary County employee transfers to a school-based position, any accrued vacation shall be paid to the employee in a lump sum.

(m) County-paid health insurance benefits as described in Section (c) of this Article will continue through the summer months if the employee maintains their employment with the County and pays their portion of the premium.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Regular employees may, in good faith for just cause, be subject to disciplinary action by oral reprimand, written reprimand, unpaid suspension, demotion or discharge. Such action shall take effect only after the supervisor gives prior written notice of the action and cause to the regular employee, except in the case of oral or written reprimand. Oral or written reprimands may be given at the initial meeting with the employee regarding discipline, if the County has already determined such discipline is warranted after the investigation.

The County agrees to conduct and conclude investigations in a reasonably timely manner. However, external factors (such as a criminal investigation) may justify delaying the County's investigation.

Initial probationary employees may not grieve discipline, including terminations.

An employee has the right to have union representation at any investigatory interview of the employee which the employee reasonably believes could lead to disciplinary action against the employee. The role of the union representative shall be limited to those outlined by the Employment Relations Board in Washington County Peace Officers Association vs. Washington County, which are:

1) Inquire about the purpose and subject of the meeting;
2) Asking clarifying questions;
3) Ask clarifying questions at the end of the interview; and
4) Suggest any other witnesses; describe other practices or mitigating factors.

Performance improvement plans, work plans, or other similar performance management tools are not discipline. An employee does not have the right to have a union representative present during meetings regarding a performance improvement plan, work plan, or other similar performance management related tool. Performance improvement plans shall not be kept in the employee's personnel file.

Any regular employee who is disciplined (except for oral reprimands) will receive a written statement of the charges and allegations that the County will rely on to support the decision to discipline. The Association shall be notified that the regular employee has been disciplined and sent a copy of the charge at the time the regular employee is notified unless the regular employee objects in writing. Notification to the Association shall include sending copies of all such notices to the Association President and Service Representative.

Any regular employee in the bargaining unit who is disciplined in writing, demoted, suspended, or discharged shall have the right to appeal the action through the Grievance Procedure. Oral reprimands are not subject to grievance. The Association shall submit such grievance at Step 1 of the procedure no later than ten (10) working days after the effective date of the disciplinary action. Working days for the grievance procedure shall be defined as Monday through Thursday, excluding holidays recognized and observed by the County. The Grievance Procedure shall be the sole and exclusive procedure for resolution of discipline and discharge disputes. The

Association requests the County inform employees who are subject to discipline or discharge of their contract rights to the grievance procedure.

If the County has reason to counsel, reprimand or discuss an employee's need to correct deficiencies, every reasonable effort will be made to accomplish this in a manner that will not embarrass the employee before other employees or the public.

When the employer believes there is just cause for discharge, the regular employee and the Association will be notified in writing at the time the action is taken that the regular employee is subject to discharge. In instances of proposed discharge, the employee should be given ten (10) calendar days advanced notice of the discharge date as required by County Code. Such notification shall state the reasons for which the regular employee is being discharged. The employer shall provide the regular employee with an opportunity to respond to the charges at an informal pre-dismissal hearing which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action.

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

ARTICLE 14 - SETTLEMENT OF DISPUTES

1. Association Grievance and Arbitration Procedure.

An Association representative, with or without the employee, may take up the grievance or dispute with the employee's department head or designee within ten (10) working days of its occurrence. The department head or designee, an Association representative, and the employee or a representative of the class, if it is a class grievance, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the department head or designee shall respond to the representative within ten (10) working days of such meeting.

STEP 2. If the grievance still remains unadjusted, it may be presented by the Association representative, or the Association grievance committee, to the Director of Human Resources or their designee within ten (10) working days after the response of the department head is due. The Director of Human Resources or their designee, an Association representative, and the employee, shall meet within ten (10) working days of the appeal to Step 2 to discuss the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee shall respond in writing to the representative or grievance committee within ten (10) working days.

STEP 3. If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Director of Human Resources or their designee is due, by written notice to the other, request arbitration, except when the issue at hand is in conflict with the County's Personnel Ordinance, in which case the bargaining agreement shall prevail.

STEP 4. Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators who charge from the Oregon border or only for travel within Oregon, which includes Oregon arbitrators as well as arbitrators who are not Oregon residents and charge from the Oregon border shall be requested from the Employment Relations Board of the State of Oregon. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, the arbitrator shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by the arbitrator shall be borne by the party against whom the arbitrator's decision is adverse.

(a) "Working days" for purposes of this article shall be defined as Monday through Thursday, excluding holidays recognized and observed by the County.

(b) Step 1 may be skipped by mutual written agreement.

(c) The grievance shall be submitted on the Official Grievance Form as contained in Appendix A. Notwithstanding the Official Grievance Form submission, the grievance may be amended to narrow the scope of the original allegations; if amended, the grievance shall state what amendments have been made. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance or amended grievance.

(d) When the Director of Human Resources or designee has denied a grievance and arbitration is requested, the parties must, within one year of the date the Director of Human Resources or designee denies the grievance, select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

(e) The time limits as described herein may be waived by mutual written agreement of the parties.

(f) The Association President, a Grievance Committee member, or an Association office representative, shall be allowed reasonable time and opportunity to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined in Section 1 above. Such time away from work, if on County paid time, shall be in compliance with the rules governing conducting association business as contained in Article 17 (Association Rights).

(g) When an employee voluntarily separates from County employment, all pending grievances filed on behalf of such employee shall be considered withdrawn with prejudice.

2. County Grievance and Arbitration Procedure.

The County shall have the right to file a grievance with the Association Executive Board, or designee, over the application, meaning or interpretation of this agreement. The Association Board or designee shall have ten (10) calendar days to respond. If the grievance is unsettled, either party may within ten (10) days after the reply of the Association Board by written notice to the other, request arbitration.

Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators who charge from the Oregon border or only for travel within Oregon, which includes Oregon arbitrators as well as arbitrators who are not Oregon residents and charge from the Oregon border shall be requested from the Employment Relations Board of the State of Oregon. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided

that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne by the party against whom the arbitrator's decision is adverse.

ARTICLE 15 - WORKERS' COMPENSATION

1. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The County is self-insured for workers' compensation claims. The County and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.

2. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:

   A. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.

   B. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, workers' compensation covers from the first day.

   C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.

   D. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.

3. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under Oregon Workers' Compensation Law.

   After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).

4. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 9 (Health and Welfare).

5. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

ARTICLE 16 - UNION DUES

1. All employees covered by the terms and conditions of this Agreement may become members of the Association. The County agrees to deduct dues in the amount determined by the Association from the wages of each employee who chooses to become a member of the Association and provides the County with written authorization to deduct dues. The County agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis.

2. The County will not be held liable for errors but will make proper adjustments with the Association for errors as soon as is practicable if notified within ten (10) calendar days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an updated list of eligible members who have union dues deducted from their pay will be delivered to the Association.

3. To the extent a new employee is unable to attend the Association portion of new employee orientation, Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of County paid time to inform the new employee about the Association and to provide the new employee with a signature card in order to register for membership in the Association.

ARTICLE 17 - ASSOCIATION RIGHTS

1. Association Representatives.

The Association may designate CCEA-represented employees of the County to serve as Association representatives.

There shall be no more than twenty-five (25) Association representatives assigned to assist with the administration of this agreement and the CCEA Part-time/Temporary Agreement. It is the Association's responsibility to select Association representatives.

The Association shall advise the County in writing of all the names of employees who are serving as Association representatives. The County shall recognize only employees designated as Association representatives, CCEA officers, and the CCEA Service Representative as official representatives in the administration of this agreement. Said list shall be updated as necessary.

2. Release Time.

Upon at least thirty (30) calendar days' advance written notice by the Association to the County, the County will provide up to forty-five (45) calendar days release time for Association members to serve as a designated representative of the Association. The Associations' notice shall include the name of the Association member taking release time and the start and ending dates. Without this notice, the County is not obligated to provide release time.

Release time shall be in addition to vacation leave, sick leave, or other paid or unpaid leave available to an Association member under state law or this Agreement.

During such release time, the County shall continue paying compensation (including all employer contributions toward employee benefits, including benefits under ORS chapter 238 to the Association member, and the Association shall reimburse the County for all such compensation paid to the Association member during release time.

The Association and/or the Association member on release may terminate the period of release time at any time for any reason by providing ten (10) calendar days' advance written notice to the County.

At the conclusion of the release time, the Association member shall be reinstated to the same position and work location held immediately prior to the release period or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The Association member taking release time shall receive full retirement credit for the duration of the release time as long as the Association member meets all retirement contribution obligations pursuant to ORS chapter 238 or this Agreement.

The County is not liable for an act, omission, or an injury caused or suffered by an Association member if the act, omission, or injury occurs during the course and scope of use of release time. If the County is held liable, the Association shall indemnify the County and hold the County

harmless from all liability arising from the act, omission or injury that occurred during the period of release time.

3. Access to Workers.

Authorized representatives of the Association may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the operations of the County.

4. New Employee Orientation.

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Union members. One (1) Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and County location with the least impact on business. Attendance by the employees is voluntary and it is the Union's responsibility to notify the new employees of the meeting time and place.

5. Association Negotiators.

Employees selected by the Association to act as Association representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Clackamas County Employees Association Negotiating Committee. The names of employees so designated shall be certified in writing to the County by the Association separately, or as part of the ground rules relating to the negotiations. The list may be updated from time to time. The Negotiating Committee shall consist of a reasonable number of members designated by the Association and a Chief Negotiator. All negotiation meetings with the Board of County Commissioners or its representatives shall be held during working hours without loss of pay.

6. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, or political affiliation. The Association 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 Association, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause. Nothing in this section shall be construed to limit the County's right to effectively and efficiently run the County's operations.

7. Association Business on County Paid Time.

An Association representative or CCEA officer may use up to eighty (80) hours of County paid time per calendar year to assist with the following matters:

1. Representing an employee in an investigatory interview/meeting which may result in the employee receiving discipline (unless the employee objects);
2. Representing an employee in a pre-disciplinary meeting (unless the employee objects);

3. Providing an employee with assistance with a grievance or dispute pursuant to Article 14 of the collective bargaining agreement;
4. Other collective bargaining matters, as required by this contract or law.

County paid time spent by Association representatives and CCEA officers under this provision will be designated as union business and recorded on their department's timekeeping system and reported to the immediate supervisor by the Association representative or CCEA officer as the time is incurred with the exception of time spent less than fifteen (15) minutes, approved vacation or compensatory time and with the exception of lunch or breaks, depending on department policy. If the Association fails to provide current Association representative or CCEA officer names, no County paid time shall be granted for unnamed Association representatives or CCEA officers. Association representatives and first-level managers are encouraged to resolve problems before the problem becomes a grievance.

Time spent by Association representatives and CCEA officers conducting the following activities shall be reported as Association business on County paid time; such time will not count toward the eighty (80) hours of County paid time described in this provision:

1. Union Presidents Meeting with County management staff;
2. Labor-management meeting with County labor relations staff;
3. Meeting with management at management's request;
4. Participation in, and reasonable preparation for, proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
5. Acting as a representative for the Association for employees within the bargaining unit for purposes of collective bargaining as provided in Section 4 above, including reasonable preparation time;
6. Testifying in legal proceedings in which the Association representative has been subpoenaed as a witness; and
7. Orientation as defined in Article 17 (Association Rights), Section 4 (New Employee Orientation).

Association representatives engaging in Association business on County-paid time are responsible for communicating with their supervisors and securing adjustments to their regular work schedules as necessary to prevent unauthorized overtime, consistent with Article 10 (Wages), Section 2 (Overtime), of this agreement.

Association hours will be non-transferable. Once the time is exhausted, no additional County paid time will be provided in the remainder of the calendar year. Upon reasonable notice from the Association, the County shall authorize up to an additional twenty (20) hours per Association representative or officer. Any hours remaining at the end of the calendar year will be lost and will not roll over to the subsequent calendar year.

These guidelines do not relieve the Association representative or CCEA officer from the responsibility of arranging for the time away from work with their supervisor, including

notifying the supervisor when they are leaving and when they return. The time away cannot unreasonably interfere with the operations of the County. Arranging time away from work may be done through a request in a discussion with the supervisor or by requesting time away from their duties through the time keeping system.

If the Association representative wishes to engage in other Association business during paid County time, other than what is listed above, they should arrange to take vacation or compensatory time with their supervisor consistent with the procedures in the collective bargaining agreement and for the department.

The Association is entitled to have one county employee representative to attend investigatory meetings with employees which may result in that employee receiving discipline; and during pre-disciplinary meetings. On occasion, the Association Service Representative may attend such meetings in addition to the county employee representative or in lieu of the Association representative.

For purposes of training Association Representatives for investigatory interviews and other related meetings in the disciplinary process such as mitigation meetings, the Association may choose to bring one (1) additional Association representative to the meetings in addition to the participating Association representative and/or the Association Service Representative for the purposes of observing process. The Association representative present to observe will do so on their own time and they will not participate in the investigatory interview or other related disciplinary meetings while present in an observation role. The Association representative may interact with the Association representative participating in the meeting(s) or Association Service Representative in a quiet and non-disruptive manner on occasion when necessary to assist in the learning process.

8. Employee Time.

Employees will be provided a time during their normal working hours to meet with the Union Steward and/or Council Representative to process and report a potential grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings for the following:

A. Grievance resolution meetings or grievance meetings in which the employee is the named grievant, mediation sessions in which the employee is a necessary participant, and arbitration hearings in which the employee will be testifying, that are held during the employee's work time; and

B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case or unfair labor practice hearing, the employee may appear without loss of pay if the employee appears during their work time.

ARTICLE 18 - LABOR MANAGEMENT COMMITTEE

1. Membership.

The parties agree to the establishment of a joint labor management committee. The committee will be comprised of three (3) members and one alternate representing the Association and three (3) representatives and one alternate representing the County. Each party is entitled to have appropriate subject matter experts present at the committee meeting as needed to discuss items on the agenda.

2. Meeting Time.

The committee shall meet at least once each quarter if there are agenda items and upon agreement may meet at any other time. Each party will submit items for the agenda at least three (3) days prior to the scheduled date of the meeting.

3. Purpose.

The committee is a vehicle for communication and will have as its purpose, the promotion of harmonious labor/management relations.

ARTICLE 19 - PERFORMANCE EVALUATION

At least once a year, the department head or designee(s) shall review and rate the work performance of each employee using established performance evaluation forms as a basis for the rating. The Human Resources Director or designee(s) shall receive a copy of the evaluation, which shall be jointly completed by the employee and the employee's immediate supervisor.

The parties agree that performance evaluation is not a disciplinary process. Therefore, the administration of discipline for performance related issues shall not occur during a performance evaluation meeting. However, any delay or denial of a merit increase is not discipline. Performance evaluations become a part of the employee's work history and are kept in the official employee personnel file maintained by Human Resources. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee, within thirty (30) calendar days from the date the employee received the performance evaluation, may submit a statement in writing to the department head stating the reasons for the disagreement in as specific detail as possible. A copy of the statement by the employee must be filed with the Human Resources Department. When signing the evaluation form, the employee may add "in disagreement" next to the employee's signature.

It is the responsibility of the department head to ensure that the supervisors administer performance evaluations to all of their immediate subordinates within two (2) months of each employee's anniversary date.

ARTICLE 20 – TRANSFERS AND VOLUNTARY DEMOTIONS

The lateral transfer or voluntary demotion of an employee to a different position in the same classification may occur either within the same department (intradepartmental) or to another department under a different appointing authority (interdepartmental).

1. Housing Authority.

Any Housing Authority employee that laterally transfers or demotes into a regular position in the CCEA shall retain full credit for service in the Housing Authority in accordance with the Personnel Ordinance.

2. Intradepartmental Transfer.

An intradepartmental transfer may be either voluntary or involuntary. An appointing authority may laterally transfer employees within their department without the employees' consent, but must give the employees ten (10) working days' notice of this action.

3. Interdepartmental Transfer.

Interdepartmental transfers require the written approval of the appointing authorities and the Department of Human Resources. Employees wishing to voluntarily laterally transfer either within their department or to another department must submit a transfer request form in writing to Human Resources to be placed on a transfer list. Employees may be placed on a transfer list for a classification in which they are an incumbent.

4. Voluntary Demotion.

Voluntary demotions require the written approval of the appointing authorities and the Department of Human Resources. Employees wishing to voluntarily demote either within their department or to another department must request in writing to the Director of Human Resources or their designee to be placed on a voluntary demotion list for a lower level position within the same classification previously held.

ARTICLE 21 – RECLASSIFICATION

1. When an employee believes that there has been a significant change in duties and responsibilities of their position, they may submit a Position Classification Questionnaire (PCQ) to request a position review to determine proper classification placement. The PCQ shall first go to the employee's immediate supervisor and then Division and the Department management for review and comment. The Department shall forward the completed PCQ to the Department of Human Resources within thirty (30) calendar days of the initial request. If the Department does not forward the request within thirty (30) calendar days, the employee may submit the request directly to the Department of Human Resources. The Department of Human Resources will notify the employee within fourteen (14) working days of the disposition of the request as provided under County Code.

2. When a position is reclassified to a classification that carries a higher salary grade, if in the opinion of the Department of Human Resources, the incumbent employee has been performing the duties of the higher level classification at least seventy-five percent (75%) of the time for a period of six (6) months or more, and meets the requirements of the classification, the incumbent employee shall be reclassified to the higher classification effective the date they signed the PCQ. The new base pay rate following reclassification will be determined by one of the following, applying the method which yields the higher rate: 1) Human Resources will complete a Salary Placement Assessment, in accordance with the provision of the Oregon Equal Pay Act. 2) A 3.5% increase above the employee's Base Pay Rate immediately prior to the date of reclassification, not to exceed the maximum of the higher Classification's salary range.

   The eligibility for salary increases following reclassification will change to the first of the month following six (6) full months from the date of reclassification and thereafter every twelve (12) months of continuous service until reaching maximum of salary grade. If an employee is reclassified, the employee shall serve a six (6) month probationary period beginning on the effective date of reclassification.

   If an employee is reclassified/reassigned into a newly developed classification, the effective date will be the date the new classification was approved by the County Administrator. The employee's merit date shall be changed to the first of the month following six (6) full months from the effective date of the reclassification, and every twelve (12) months thereafter of continuous service until reaching the maximum of the grade.

   If an employee disagrees with the Position Classification Recommendation, the employee may appeal such disagreement as described in Article 25 (Classification/Compensation Review Panel).

ARTICLE 22 - LAYOFF AND RECALL

1. Reason for Layoff / Layoff Order.

Within a classification and department, initial probationary employees will be laid off before employees who have completed their probationary period. The County shall not utilize temporary employees on an ongoing basis to perform work of an allocated FTE position. In case of a reduction in force, or the elimination of a function, employees shall then be laid off within a department in accordance with qualifications to perform the remaining required work without further training. When qualifications, skills and abilities to perform the duties of the position(s) remaining are equal, seniority will prevail.

A Department Director may request an exception to the order of layoff in writing to the Human Resources Director when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. A position that has been identified as an exception to layoff cannot be subject to bumping unless an employee can demonstrate they possess the needed skills or performance abilities of the specific excepted position. If an employee believes they are qualified to bump into a position on their bumping list that has been excepted, they may request a review of their skills and experience in writing to the Human Resources Director. The judgment of the Human Resources Director shall be final unless such judgment is shown to be arbitrary or capricious.

The Human Resources Director shall inform the Association in writing when an exception has been requested and will provide a copy of the documentation supporting the request. The Association may timely present any additional information it would like the Human Resources Director to consider.

2. Notice of Layoff and Bumping Options.

Employees and the Association president, vice president, and Service Representative(s) shall be given in writing a minimum of thirty (30) calendar days' notice of layoff. Those employees who wish to participate in the bumping process must notify the County in writing by 6:00 p.m. of the 7th calendar day after receiving their notice. Those employees who do not notify the County will automatically be placed on layoff status. Within a classification and department, temporary, probationary and other employees who do not have regular status will be laid off before employees with regular status. Employees who have never attained regular status with the County and who are laid off, will not be placed on layoff registers and do not have bumping rights.

3. Layoff and Bumping Process.

If an employee elects to participate in the bumping process, then the employee has seven (7) calendar days from the employee's initial notification of layoff to submit a complete list of their qualifications, skills and abilities to the County. If the employee exercises their right to bump, the County will:

(a) Provide the employee with a list of <u>all</u> positions in the department at or below the employee's current pay grade with the same or lower seniority date.

(b) A current seniority list will be provided to the Association president, vice president, and Service Representative(s) at time of action for all affected classes by the Human Resources Department.
(c) The employee would, through consultation with the employee's supervisor and/or the Human Resources Department, identify those positions that the employee believes they are fully qualified to perform after orientation. The position qualifications will be determined through the position classification questionnaire (PCQ) and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities.
(d) The list of positions so identified will be submitted to the department and forwarded to the Human Resources Department for bumping consideration. Once submitted, the minimum qualifications cannot be changed to preclude the ability of the bumping employee to be deemed qualified. If the Human Resources Department and the department agree that the employee is qualified to bump into a position at the employee's current grade, that position will be offered to the employee. The bumping process will then end, and the Qualifications Review Committee (QRC) will not be involved.
(e) If Human Resources and the department believe the employee is not qualified to bump into a position at the employee's current grade, the employee will be offered a position (if qualified) in the next lower grade that the employee is qualified to work. The employee does have a right to appeal disagreement about placement at a lower grade to the QRC.
(f) If an employee bumps into a classification with a lower salary range, the employee's base pay rate will be determined by conducting a salary placement assessment in accordance with the provision of the Oregon Equal Pay Act, including a review of all of the employee's relevant work experience internal and external to the County.
(g) Employees may be denied bumping rights only if they lack knowledge, skills or abilities required for the position which are not easily learned on the job within the normal orientation period of thirty (30) calendar days. Employees may be subject to skills evaluation and testing procedures in order to establish qualifications for a position.
(h) If it is determined the "bumping" employee cannot perform the duties of the position acquired in the bumping process within the normal orientation period of thirty (30) calendar days, the employee will be placed on layoff status and the "bumped" employee shall be returned to their original position.

4. Qualifications Review Committee.

The QRC will be formed only when an appeal is made. The QRC will be appointed at that time for a particular employee or employees if appropriate. The QRC will not be appointed as a standing committee.

(a) Upon request, the QRC shall then determine the employee's ability to "bump". The QRC may call upon the supervisor of the position in question or any other person they feel would be appropriate to assist them in understanding the required duties. After the QRC has received the list of qualifications, skills, and abilities from the

bumping employee, it shall review positions in the same job area that are less senior and equal to or below the grade level of the bumping employee.

(b) The QRC shall be a five member committee made up of two Association members recommended by the Association president, two management employees recommended by the Human Resources Director, and a mutually appointed fifth member selected from current County employees. The QRC's decisions shall be based on comparisons with the job description, established qualification, and the ability of the individual to perform the remaining required work without further training. It is understood that the QRC must make their determination on the assumption that the "bumping" employee will be able to perform the duties of the position within thirty (30) calendar days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after thirty (30) calendar days the "bumping" employee cannot perform the duties of the position. If such a case can be made, then the "bumped" employee shall be returned to their original position.

(c) Any decisions regarding layoff and recall made by the QRC shall be final and not be subject to arbitration.

5. Layoff Status and Recall.

Employees on layoff must notify the Human Resources Department in writing as to their present address and telephone number. This notice shall be updated quarterly or when there is any change, whichever is sooner. In addition, the employee shall advise the County when they are no longer available for recall. Failure to notify terminates any and all relationships with the County. Layoff status will automatically terminate after two (2) years.

(a) Employees shall be recalled to work in accordance with skills and ability to perform the required work as determined by the County without loss of seniority or benefits, subject to contract limitations. The minimum qualifications of the position will be determined through the position classification questionnaire (PCQ) and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities and a review of the laid off employee’s relative qualifications. Once determined, the minimum qualifications cannot be changed to preclude the ability of the laid off employee to be deemed qualified.

(b) The employee does have a right to appeal disagreement over recall to the QRC.

(c) Employees shall be recalled from layoff according to their length of service (more senior first, etc.). No new employees shall be hired by the County until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.

(d) Failure to accept recall from layoff or report within ten (10) working days after recall will terminate any and all relationships with the County.

6. Seniority.

(a) Seniority shall be defined as meaning an employee's total length of continuous service with the County since the employee's last date of hire; if equal, the employee's total length of unbroken service within a department; if equal, the total length of service within the employee's job classification. If all of the above elements are equal, the final determining factor will be the employee's documented work performance.

(b) Seniority shall be prorated for periods of part-time employment based on the employee's FTE (full-time equivalency).

(c) If an employee leaves a bargaining unit position for another non-bargaining unit position in the County, and then returns to a bargaining unit position, their seniority will only include time spent in a bargaining unit (including time in any County bargaining unit). It will not be the responsibility of the County to track this information. Should the Association believe that a particular employee has "non-bargaining unit" work time, the County will calculate the employee's bargaining unit seniority only when requested to do so in writing by the Association. Once a calculation is made, then the Association and the employee for which the calculation is made will be notified of the employee's bargaining unit time, which will then be used for determining the employee's layoff and recall seniority.

(d) Seniority will be terminated when the employee quits employment or is dismissed.

(e) For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unauthorized leave includes absences without proper approval and time off suspensions for disciplinary reasons.

(f) For purposes of bumping into the bargaining unit, seniority is defined as continuous service in the bargaining unit. If an employee has no time in the bargaining unit, the employee cannot bump into the bargaining unit. For all other purposes, including layoff and bumping within the bargaining unit, seniority is defined subject to Section 6(a), (b), (c), (d) and (e) above.

ARTICLE 23 – MISCELLANEOUS

1. Existing Conditions.

Matters of employment relations including but not limited to: direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. The County agrees to furnish to the Association President copies of all proposed changes in work rules and benefits and matters of employment relations. Any changes in existing employment relations shall first be negotiated with the Association.

2. Copies of the Collective Bargaining Agreement (CBA).

The collective bargaining agreement will be available on the County website. Employees may print a copy at work once per year.

3. Car as Condition of Employment.

No employee who works at pay grade 10 or below will be required to have a car as a condition of employment.

4. Rules, Department Policies and Employment Policies and Practices.

The Association will have a chance to review and input on Employment Policies and Practices (EPPs) referenced in the Employees' Association contract prior to implementation. Employees shall comply with all existing work rules, department policy, County Policy and Personnel Ordinance which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure. The County will comply with ORS 243.698 when the County seeks to change or create new policy or work rules.

5. Limited-Term Appointments.

Limited-term appointments shall not exceed one consecutive three (3) year period in the same position. Limited-term employees are covered by all provisions of this bargaining agreement except Article 22 (Layoff and Recall). The County shall provide the Union notification of limited term positions.

A current employee may apply for a limited term position. If the employee is selected to fill such position, the employee shall be entitled to return to the employee's former position and classification when the term expires if the former position still exists, or to an equivalent vacant position and classification for which they are qualified, or to a lower vacant position for which they are qualified at an equivalent rate of pay or a step that causes the least reduction in pay within their previous salary grade. The position vacated by the employee shall be backfilled by a limited term position of equivalent time.

6. Reorganization of a Department.

The County will provide the Association with advance notification of the reorganization of a department. The Association will be offered an opportunity for input, and if necessary, negotiations on the impact to affected employees. The Association will advise the County if it

desires to negotiate the impact of such changes, subject to the normal Employment Relations Board test (permissive vs. mandatory) as to whether the issue is negotiable. Should the Association want input into the department change, it shall present a timely presentation of concerns to the County.

7. Electronic Mail.

(a) Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.

(b) "Collective bargaining matters" means any of the following:
   i. official Association announcements to the Association membership (such as meeting subjects, dates and times);
   ii. the meaning, interpretation or application of this Agreement;
   iii. the presentation and adjustment of grievances to management under Article 14 (Settlement of Disputes) of this Agreement;
   iv. matters directly related to the collective bargaining relationship between the County and the Association.

(c) Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:
   i. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
   ii. to ask a question regarding the meaning, interpretation, or application of this Agreement;
   iii. to present a grievance regarding the meaning, interpretation or application of this Agreement;
   iv. to request Association representation in matters concerning the meaning, application or interpretation of this Agreement.

(d) In addition to collective bargaining matters, Association representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Association.

(e) It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

(f) The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

8. Interview/Testing Time.

The County supports advancement and new job opportunities for employees and will allow three (3) hours on a calendar year basis to test or to attend job interviews for a different county position than currently held by an employee, if such test occurs during a time the employee is working. This does not entitle an employee to additional pay.

9. Over/Under Payments.

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

A. Underpayments

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

B. Payments in Error

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

C. Repayment to the County

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

1. The County Payroll Manager shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
2. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
3. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (7) below.
4. If the overpayment amount to be repaid is more than twenty-five ($25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five ($25) dollars per payroll period. The employee may elect in writing a higher repayment amount. If an overpayment is less than twenty-five ($25) dollars, the overpayment shall be

recovered in a lump sum deduction from the employee's paycheck.

5. An employee who has a factual disagreement with the County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
6. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
7. Employees can elect to either establish a payment plan through payroll deductions as described under Article 23 (Miscellaneous), Section 9(C)(4) or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W-2 form by the amount repaid.

10. Video Cameras and GPS Data.

A. Video camera recordings and/or GPS data may be accessed, reviewed and preserved by the County for business reasons. Video recordings and GPS data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording and/or GPS data. In the event the County elects to review video and/or GPS data as part of an investigation, the County shall notify the Association and provide the Association with an opportunity to view the video and/or GPS data.

B. In the event information revealed on video camera and/or GPS data raises concerns regarding employee conduct, the County will retain the video recording and/or GPS data and agrees to provide a copy of the video recording and/or GPS data to the Association and the employee in advance of any pre-disciplinary meetings.

ARTICLE 24 - CLASSIFICATION/COMPENSATION REVIEW PANEL

The Classification/Compensation Review Panel (CCRP) shall be made up of three (3) members. One (1) member shall be selected by the Employees Association, one (1) member shall be selected by management, and one (1) member shall be mutually appointed from current County or Housing Authority employees, either from management or the bargaining unit. Within ten (10) calendar days from the date the written notice referred to in Article 10 (Wages), Section (1)(b) or notice from the Human Resources Director denying an appeal on a classification recommendation, is received, the Association will submit a written request to the Human Resources Director to have the matter forwarded to the CCRP. The Association and Human Resources staff may present information to the panel in support of their respective positions. The meeting shall take place during regularly scheduled business hours, but shall be limited to three (3) hours (two (2) hours for presentation of information and one (1) hour for the panel to deliberate). The CCRP shall review the reasons for the classification allocation and/or the salary range recommendation and may ask questions of the parties presenting information. Following the collection of information, the panel shall discuss their opinions with the Human Resources Director. The Human Resources Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Board of County Commissioners, or designee. The Human Resources Director shall include in this recommendation a summary of issues raised during the request for review process and the opinions of the panel. The Board of County Commissioners, or designee, shall have the final authority for all salary range determinations.

ARTICLE 25 - TERMINATION

1. This Agreement shall become effective July 1, 2027, or upon execution, whichever occurs later, except as otherwise agreed, and shall remain in full force and effect through June 30, 2029, or the date of signing a subsequent Agreement, whichever last occurs. This Agreement shall be automatically renewed on July 1, 2029, and each year thereafter unless either party shall notify the other in writing no later than January 1, 2029, that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than February 1st. In the event that notification of termination is given, it shall become effective thirty (30) days after the date of notice is received.

2. This Agreement may be amended at any time by mutual agreement of the Association and County; such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

this _____ day of November, 2026.

FOR THE ASSOCIATION:

Graham Hill, CCEA President

Liane Kinnie, CCEA Vice-President

FOR THE COUNTY:

Chair, Board of County Commissioners

Recording Secretary

Adam Collier, Chief Negotiator

Official Grievance Form

CLACKAMAS COUNTY &
CLACKAMAS COUNTY EMPLOYEES ASSOCIATION
OFFICAL GRIEVNACE FORM

Name of Employee (s):_____ Department/Division:_____

Classification (if applicable):_____Work Location:_____

Supervisor/Manager:_____

Statement of Grievance:
Contract Articles Allegedly Violated: _____
_____
_____

Facts /Circumstances that lead to alleged violation: _____
_____
_____
_____
_____
_____
_____
(Add more pages as necessary)

Date of Alleged Violation: _____
_____

Requested Remedy:_____
_____
(Add more pages as necessary)

Signature of Employee/Union:_____

Date:_____

Level	Date Presented to Management	Management Representative	Date Response Due	Disposition
Step 1				
Step 2				
Step 3				

ADDENDUM 1

While the County is on the Four Day Work Week the terms of the October 2008 Four Day Work Week MOU shall remain in effect.

CLACKAMAS COUNTY

EMPLOYEES' ASSOCIATION

CLACKAMAS COUNTY

~~2024-2027~~2027-2029

AGREEMENT

Table of Contents

PREAMBLE **5**

ARTICLE 1 - RECOGNITION **5**

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS **5**

ARTICLE 3 - HOURS OF WORK **6**

1. Regular Hours. 6
2. Work Week. 6
3. Continuous Operation. 8
4. Work Schedule Changes and Notice. 8
5. Rest Periods. 8
6. Seniority For Shift Scheduling. 9
7. Employee Reporting Expectations. 9
8. Essential Employee Designation and Disclosure. 9
9. Hybrid and Remote Work. 9

ARTICLE 4 - REDUCED WORKWEEK SCHEDULE **10**

ARTICLE 5 - HOLIDAYS **10**

1. Holidays. 10
2. Holidays for Employees Working a Four-Day Work Week. 11
3. Holidays for Employees Working a Five-Day Work Week. 12
4. Holiday During Leave. 12
5. Holiday Work. 12
6. Part-time Employee Holidays. 12

ARTICLE 6- SICK LEAVE **12**

1. Accrual. 12
2. Bereavement Leave. 13
3. Immediate Family. 13
4. Conversion to Retirement Benefit. 13
5. Hours Charged. 14
6. Parental Leave. 14
7. Vacation Option. 14
8. Family Medical Leave and Other Protected Leaves. 14

ARTICLE 7 - VACATION LEAVE **14**

1. Accrual. 14
2. Vacation Times. 16
3. Termination or Death. 16
4. Hours Charged. 16

ARTICLE 8 - OTHER LEAVES **16**

1. Leave of Absence. 16
2. Jury Duty. 17
3. Educational Leave. 17
4. Major Emergencies, Disasters or Inclement Weather. 17

ARTICLE 9 - HEALTH AND WELFARE 17

1. Medical Coverage. 17
2. Benefits. 18
3. Life Insurance. 18
4. Dental Insurance. 18
5. Disability Income Insurance. 19
6. Reinstatement From Medical Layoff. 19
7. Less than Full-Time Employees. 19
8. Benefit Waiting Period. 19
9. Benefits Review Committee. 19
10. Plan Changes Required by Law or Insurance Carrier. 20
11. Health Reimbursement Account (HRA). 20
12. Deferred Compensation Plan. 21

ARTICLE 10 - WAGES 21

1. Wages. 21
2. Overtime. 23
3. Travel Pay and Mileage Reimbursement. 23
4. Retirement Contributions. 23
5. Longevity. 24
6. Computation of Hourly Rate. 24
7. Shift Differential. 25
8. On-Call Pay. 25
9. Call Back Pay and After-Hours Phone or Pager Instructions. 26
10. Bilingual Skills Pay. 26
11. Travel Time. 27
12. DPSST Certification. 28
13. Stipend for Required Clothing. 28

ARTICLE 11 – ON-CALL HOURS FOR BEHAVIORAL HEALTH DIVISION MOBILE CRISIS RESPONSE TEAM 28

ARTICLE 12 – SCHOOL-BASED HEALTH CENTERS 29

ARTICLE 13 - DISCIPLINE AND DISCHARGE 31

ARTICLE 14 - SETTLEMENT OF DISPUTES 32

1. Association Grievance and Arbitration Procedure. 32
2. County Grievance and Arbitration Procedure. 34

ARTICLE 15 - WORKERS' COMPENSATION 35

ARTICLE 16 - UNION DUES 36

ARTICLE 17 - ASSOCIATION RIGHTS 36

1. Association Representatives. 36
2. Release Time. 36
3. Access to Workers. 37
4. New Employee Orientation. 37
5. Association Negotiators. 37
6. No Discrimination. 38
7. Association Business on County Paid Time. 38

8. Employee Time. 40

ARTICLE 18 - LABOR MANAGEMENT COMMITTEE 40

1. Membership. 40
2. Meeting Time. 40
3. Purpose. 40

ARTICLE 19 - PERFORMANCE EVALUATION 40

ARTICLE 20 – TRANSFERS AND VOLUNTARY DEMOTIONS 41

1. Housing Authority. 41
2. Intradepartmental Transfer. 41
3. Interdepartmental Transfer. 41
4. Voluntary Demotion. 41

ARTICLE 21 - RECLASSIFICATION 42

ARTICLE 22 - LAYOFF AND RECALL 43

1. Reason for Layoff / Layoff Order. 43
2. Notice of Layoff and Bumping Options. 43
3. Layoff and Bumping Process. 43
4. Qualifications Review Committee. 44
5. Layoff Status and Recall. 45
6. Seniority. 46

ARTICLE 23 – MISCELLANEOUS 46

1. Existing Conditions. 46
2. Copies of the Collective Bargaining Agreement (CBA). 46
3. Car as Condition of Employment. 47
4. Rules, Department Policies and Employment Policies and Practices. 47
5. Limited-Term Appointments. 47
6. Reorganization of a Department. 47
7. Electronic Mail. 47
8. Interview/Testing Time. 48
9. Over/Under Payments. 48
10. Video Cameras and GPS Data. 50

ARTICLE 24 - CLASSIFICATION/COMPENSATION REVIEW PANEL 50

ARTICLE 25 - TERMINATION 50

OFFICIAL GRIEVANCE FORM 52

ADDENDUM 1 53

A G R E E M E N T

between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

PREAMBLE

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Clackamas County Employees' Association, hereinafter referred to as the Association.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The County recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except temporary employees (those hired for a period not to exceed 1502.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1600 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve (12) month period based on the County's Affordable Care Act (ACA) look back period of November 1 through October 31 and every twelve months thereafter), part-time employees (regularly working a schedule of less than 18.75 hours per week), Deputy District Attorneys, elected officials, department heads, and employees who because of the their supervisory or confidential status do not have statutory bargaining rights and employees covered by other agreements. Confidential and supervisory positions which no longer perform statutory duties that exempt the position from the bargaining unit shall be covered by the terms and conditions of this agreement effective upon the termination of such duties.

The County and the Union further agree to recognize the Association as the bargaining agent for employees not now covered by this agreement or any other agreements upon a showing of interest of fifty percent (50%) plus one of the affected group of employees, provided, however, this does not include temporary employees hired through an outside agency or craft employees hired for six (6) months or less.

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

The Association recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full

and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.

2. The determination of the County's financial, budgetary and accounting procedures.

3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to establish or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work. Provided, however, that prior to entering into a contract or subcontract for services which would directly eliminate more than one full-time bargaining unit position, the Association will be given, in writing, at least thirty (30) calendar days' notice. The Association will be afforded, at their request, an opportunity to meet and receive relevant information, an opportunity to present its position to the Board of County Commissioners prior to Board action related to such contracting or subcontracting and the right to bargain the impact. However, in a reorganization, an expenditure reduction of less than ten percent (10%) would not be considered "contracting out". The Board of County Commissioners retains full authority to let contracts as they believe to be appropriate.

4. The parties recognize that change is ongoing, rapid and accelerating and that employee involvement in formulating proposals often leads to improved decision making. The Association agrees to allow management to ask/assign its members to various task forces, work groups or committees. Recommendations that affect working conditions are subject to all the requirements of the Public Employee Collective Bargaining Act (PECBA).

The County, in exercise of the above-mentioned functions, will not discriminate against any employee because of membership in the Association.

ARTICLE 3 - HOURS OF WORK

1. Regular Hours.

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

2. Work Week.

The usual work week will be Monday through Friday, except when necessary for scheduling of services provided to the public (as provided in #4 below) or for employees in Continuous Operations. Each employee will have a consistent regular or alternative work schedule defined in the County timekeeping system. Employees shall have two (2) consecutive, regularly scheduled days off during each seven-day work period except during shift rotations. For employees of the

Library, Residential Services Division of Community Corrections and the Juvenile Intake and Assessment Center, during shift rotations, the work week may be greater or less than 37.5 or 40 hours.

Regular Schedule:

Consists of five (5) consecutive seven and one-half (7.5)-hour days or five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive 9.5 hour days plus one (1) nine (9) hour day.

Paid Holiday Value: 7.5, 8, 9.5, or 10
Daily OT Threshold: 7.5, 8 [for a five (5) day work week], 9.5, or 10 [for a four (4) day work week]

Alternate Schedule:
The County and the Association recognize that in order to adequately serve the public or to meet employee personal needs, the employee and supervisor may agree in writing to an alternative schedule, provided that: the agreed upon schedule is consistent with the needs of the County; the schedule does not establish a work day that is less than four (4) hours nor more than ten (10) hours; the schedule has start and end times beginning on the hour or in fifteen (15) minute increments thereafter; and the schedule does not establish a work week in excess of 40 hours; and shall be in place thirty (30) days or more. Nothing in this Article shall be construed to supersede the right of management to determine schedule as provided in Article 2.

Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and county requirements for submitting timesheets and receive prior approval before working outside their normal schedule.

Paid Holiday Value
If you work:
5 days, 37.5 hours a week, holiday is equal to 7.5 hours
5 days, 40 hours a week, holiday is equal to 8 hours
4 days, 37.5 hours a week, holiday is equal to 9.5 hours
4 days, 40 hours a week, holiday is equal to 10 hours

Weekly OT Threshold
If you work:
5 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
5 days, 40 hours a week, overtime is paid after 40 hours in a work week
4 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
4 days, 40 hours a week, overtime is paid after 40 hours in a work week

Flexible Schedule:
Supervisors may request employees to flex their daily work schedule within the same work week to meet immediate workload demands and business need. Employees may also request to flex their daily work hours within the same work week for personal reasons. Employees must receive

management approval prior to flexing their work schedule. Such approval is at the County's discretion but shall not be unreasonably denied. Flexible schedule changes could be more or less than the minimum or maximum hours discussed in the regular or alternative schedules above. These changes in the schedule should be considered occasional and sporadic to meet an immediate or short term need and shall not last more than ten (10) consecutive workdays. It is understood that flexible schedules will not create an overtime liability for the County unless previously authorized in advance by the supervisor.

As this change to the work schedule is temporary, the value of a paid holiday and the OT Threshold will be the same as the employee's base regular or alternative schedule as set in the time keeping system.

3. Continuous Operation.

Any operation that consists of sixteen (16) or more total hours (more than one shift) in a work day, and/or a work week that consists of seven consecutive days, is considered continuous operation, e.g., the Sheriff Office's Jail Division's Residential Center, the Juvenile Intake and Assessment Center, and H3S's Behavioral Health Division's Mobile Crisis Response Team Clinicians.

4. Work Schedule Changes and Notice.

All employees will have a regular or alternative schedule as defined in the timekeeping system except: (1) as may be modified by this Article, (2) as may be required for emergencies and (3) for changes in scheduling of services provided to the public. Provided, however, employees will be given a minimum of thirty (30) calendar days' notice of a workday/shift change before taking effect. The employee and supervisor may agree to effect the change in less than thirty (30) calendar days by mutual written agreement. Employees that have a legitimate hardship as a result of a contemplated shift change will be given additional time to resolve the conflict. The amount of additional time is subject to approval by the supervisor and department director.

5. Rest Periods.

A minimum of a one-half-hour lunch break shall be taken at the approximate mid-point of the shift. Two fifteen (15)-minute breaks shall be provided for each regular shift. One fifteen (15)-minute break shall be taken at the approximate midpoint of both the first half and the second half of the shift.

Working through the lunch period requires prior approval from a supervisor. If an employee works through the lunch period, such time shall be paid at their regular rate of pay unless it meets the requirement for overtime as set forth in Article 3 (Hours of Work), Section 2 (Work Week) or Article 10 (Wages), Section 2 (Overtime).

Community Corrections Officers, Community Corrections Counselors, Community Corrections Technicians, Community Corrections Work Crew Specialists, Community Corrections Aides in the Residential Services program of the Sheriff's Office Jail Division, Juvenile Counselor 1's in the Juvenile Intake and Assessment Center and H3S's Behavioral Health Division's Mobile Crisis Response Team Clinicians shall receive a thirty (30) minute paid lunch period with the expectation that the employees are available for work during that time.

6. Seniority For Shift Scheduling.

Management will consider seniority as well as other job related factors when determining shift assignments.

7. Employee Reporting Expectations.

During a disaster it is important for Clackamas County to know employees are safe, and to assist with any needs they have. It is also critical to resume vital county services to residents. The County anticipates needing every available employee to effectively respond to the impact of a declared major emergency or disaster, whether it strikes during normal work hours, at night, on a weekend or a holiday. In a major emergency or disaster, employees should be prepared to report for work at any time and can expect to work non-regular extended hours under challenging conditions. Employees may be asked to temporarily perform work that is not normally in their regular classification; provided however employees will not be required to perform work that they believe is outside their area of experience, beyond their capabilities or that they consider unsafe.

If the major emergency or disaster occurs during non-work hours, employees are expected to ensure the safety and welfare of their families. If the employees are available for work**,** they should make every effort to contact their supervisor for reporting instructions or follow their Department internal communication plan for a major emergency or disaster. Employees can also check the Employee Hotline at 503.655.8468. If unable to establish contact with a department representative, employees should make reasonable effort to report to the Public Service Building (PSB) or other reporting station as identified on the Employee Hotline as soon as practical.

If the major emergency or disaster occurs during work hours, employees are expected to remain on the job unless specifically released by their supervisor. The County will assist the employee, if requested, in checking on the status of immediate family members of on-duty-employees and report that status to the employee.

Employees will be compensated for hours worked as provided in Article 10 (Wages), and in addition will also be paid for all hours worked on emergency/disaster.

8. Essential Employee Designation and Disclosure.

Current employees shall be designated as essential by October 31th of each year. Newly hired employees may be designated within thirty (30) days of their hire. The employee shall be informed of the designation at the time it is made. The disclosure to the employee can be made by email, letter, or other written communication. In the event of a closure, an essential employee shall check with their supervisor (or designee) to confirm that they need to report to work.

9. Hybrid and Remote Work.

Employees may request to work remotely consistent with the County's Telework policy. Telework agreements may be modified or revoked by a supervisor if the employee's performance is not meeting expectations.

Employees who are scheduled to work remotely and who are required to report in-person on a scheduled telework day may request to modify their schedule so that they can telework on a

different day that workweek, so long as it does not disrupt the employees' ability to perform their job duties and they receive advance approval from their supervisor.

If an employee works a hybrid schedule, the County will ensure that on the days the employee is to report to the office the employee shall be provided with adequate workspace.

Employees who do not have equipment to perform telework shall not be expected to telework by their supervisor.

ARTICLE 4 - REDUCED WORKWEEK SCHEDULE

The parties agree that where it is in the interest of both the employer and the Association and possible to eliminate the necessity for layoff by the implementation of a reduced workweek, such a plan may be used. Discussions regarding the reduced workweek in any department or work unit may be initiated by either the employer or the Employees' Association. The County retains the final authority to determine whether a reduced workweek will be implemented; however, any reduced workweek plan shall encompass the following conditions:

1. Where practicable and equitable, the reduced workweek will be uniform to all employees in the unit affected.

2. That such reduced workweek shall be for a specific period of time, which shall be determined at the time of establishing the reduced workweek.

3. Fringe benefits will continue for employees on reduced workweek within contractual limits of this agreement and contracts with insurers. Part-time limitations will apply when appropriate.

ARTICLE 5 - HOLIDAYS

1. Holidays.

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

New Year's Day (January 1st)
Martin Luther King's Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)
One floating holiday of 10 hours (prorated for FTE status) shall be granted to each employee each calendar year.

The floating holiday shall be scheduled in the same manner as paid vacation leave and may be used in less than full hour increments. Any floating holiday, or portion thereof, that is not used

by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be.

Every additional day appointed by the Board of County Commissioners as a holiday is also a holiday under this agreement.

The scheduling of such holidays shall be consistent with staffing needs as determined by the County. New employees, who qualify for paid holidays, are eligible for a floating holiday after ninety (90) days of employment. Unbroken service in the same position for the County immediately before the employee receives regular status shall count toward the ninety (90) day requirement. The holiday shall be the day recognized by the County as the holiday and shall be from Midnight to Midnight on that day.

To receive pay for a holiday, the employee must be in a paid status, defined as regular wages or County accrued leave, on the last working day immediately preceding the holiday and the next working day immediately following the holiday. Holidays occurring during a leave without pay shall not be compensated.

Holidays will be paid as follows for regular and alternative schedules:

1) Employees on a 4 day 40 hour work week: 10 hours
2) Employees on a 4 day 37.5 hour work week: 9.5 hours
3) Employees on a 5 day 40 hour work week: 8 hours
4) Employees on a 5 day 37.5 hour work week: 7.5 hours

Holiday pay while working a flexible schedule shall be paid as determined by the employee's regular base work week schedule.

If a holiday falls on a flex work day that is shorter than the holiday, the employee must make up the time with vacation, compensatory time or work the hours in the same week as the holiday.

If the holiday falls on a flex work day that is longer than the holiday, the employee shall work with the supervisor to flex their schedule within the same work week to avoid overtime.

2. Holidays for Employees Working a Four-Day Work Week.

For employees in non-continuous operations, whenever a holiday falls on the first and second of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in their regular work week shall be observed as a holiday. Whenever a holiday falls on the third of the three (3) days not included in the employee/s regularly scheduled work week, the following day in the employee's regular work week shall be observed as a holiday. For employees in continuous operations, holidays will be compensated in accordance with Article 5 (Holidays), Section 5 (Holiday Work).

3. Holidays for Employees Working a Five-Day Work Week.

For employees on a five day work week, if any such holiday falls on a Sunday, the succeeding Monday shall be deemed to be the holiday that year. If any such holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday that year. This shall apply for all bargaining unit members except continuous operations employees, who will observe weekend holidays on the day in which the holiday is defined in Section 1 (Holidays) of this Article.

4. Holiday During Leave.

Should an employee be on authorized sick or vacation leave when a holiday occurs, no sick or vacation hours will be charged for that day.

5. Holiday Work.

If an employee works on any of the holidays listed above, they shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half their regular rate of pay. Employees on shifts that cross over days will be paid the overtime rate only on hours that occur on the actual holiday (the holiday starts and ends at midnight). Hours that occur on a non-holiday will be paid at straight time. The employee may have the option, with the approval of their supervisor, of accruing compensatory leave, on a straight hour for hour basis, in lieu of the holiday pay, but shall still be paid at the rate of time and one-half their regular rate of pay for all hours worked. If any such holiday falls on a continuous operations employee's regular day off, they may be given the option, with the approval of their supervisor, of receiving one (1) extra day's pay or one (1) additional day of compensatory leave.

6. Part-time Employee Holidays.

Regular status part-time employees working half-time (18.75 hours per week) or greater will be paid holidays on a prorated basis in the month in which the holiday occurs without regard to the work schedule.

ARTICLE 6- SICK LEAVE

1. Accrual.

Each employee shall accrue unlimited sick leave at the rate of eight (8) hours for each month worked, to be used in the event of illness or to care for a member of the employee’s immediate family who is ill.

Absence due to sickness in excess of three (3) days must be verified by a healthcare provider's certificate at the request of the County. Appropriate documentation may be required for absence of less than three (3) days if the County has reasonable suspicion that misuse or abuse of sick leave exists.

Employees shall make a reasonable effort to schedule doctor’s appointments occurring during their work shift at times that will minimize their time away from the office.

If an employee in continuous operations is ill and will not be able to report to work, the employee will notify the "On Duty Supervisor" no sooner than twenty-four (24) hours and no later than two (2) hours before their shift is to begin.

Employees who exhaust their sick leave and are on extended leave due to an illness, will receive one additional month of benefit coverage after their benefits would normally terminate. After the one-month extension, appropriate COBRA rights would apply.

Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue sick leave for the next month, on the first of that month:

1) 88 hours (prorated for FTE status) for a work day of eight (8) hours or more in a forty (40) hour work week; or
2) 82.5 hours (prorated for FTE status) for a work day of seven and one-half (7.5) hours or more in a thirty-seven and one-half (37.5) hour work week.

2. Bereavement Leave.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence with full pay in event of the death of a member of the employee's immediate family, including stepchildren and stepparents residing outside of the household, for the purpose of making household adjustments and/or to attend the funeral. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the Department Director or designee. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to approval by the Department Director or designee.

Consistent with the needs of the County and as approved by the Department Director, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current County employee or retiree.

Bereavement leave under this Article runs concurrently with bereavement leave under the Oregon Family Leave Act or any other law.

3. Immediate Family.

An employee's immediate family shall be defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, spouse's parents, domestic partner parents, children, brother, sister, grandparents (of either employee or spouse), grandchildren, sister-in-law and brother-in-law, or other family members as defined by state or federal law. Stepchildren, stepparents, or children of domestic partner residing with the employee, shall be included in the definition of immediate family. Sick leave may also be used as approved by the Department Director or designee, in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above.

4. Conversion to Retirement Benefit.

Pursuant to ORS 238.350, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

5. Hours Charged.

Employees shall be charged for sick leave in an amount equal to the time they are absent from work.

6. Parental Leave.

Parental leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

7. Vacation Option.

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use their accrued vacation time to cover such time off. At the option of the employee on approved FMLA/OFLA/PFML, the employee may retain up to forty (40) hours of vacation time prior to being placed on leave without pay. If an employee is approved to receive donated leave pursuant to current Employment Policy and Practice No. 46, all accumulated leave including vacation, floating holiday, compensatory, personal leave and sick leave shall be used first.

8. Family Medical Leave and Other Protected Leaves.

Family Medical leave and other protected leaves will be granted in accordance with current Employment Policy and Practice No. 10.

ARTICLE 7 - VACATION LEAVE

1. Accrual.

A. Vacation Option – New Hires.

New employees upon initial hire will have the one-time option to choose to either have their first year's worth of vacation leave frontloaded into their vacation leave bank in accordance with County Employment Policy and Practice (EPP) #66 – Vacation Leave or accrue vacation on a period basis in accordance with subsection C below.

Employees who choose the frontload option for the first year of employment will start accruing vacation leave effective the first day of their second year of employment in accordance with subsection C(1) below.

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 23 (Miscellaneous), Section 9(C) (Repayment to the County).

Should a new hire not make a selection, they will be defaulted into the normal accrual system outlined in subsection C below.

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

Employees having served in the County service for six (6) consecutive full-calendar months, shall be credited with 52.2 hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

1. Less than five (5) years of continuous service, 104.4 hours per year, accrued at the rate of 8.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
2. Five (5) to ten (10) years, but less than ten (10) years of continuous service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
3. Ten (10) years to fifteen (15) years, but less than fifteen (15) years of continuous service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
4. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
5. After twenty (20) years of continuous service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

Continuous service for the purpose of determining eligibility for accelerated vacation accrual rates shall be service unbroken by separation from County employment that results in a new date of hire.

C. All employees hired on or after January 1, 2001, or employees hired prior to January 1, 2001 who have elected to enroll in the Vacation Sell Back program, accrue vacation in the following manner:

1. Employees having served in the County service for one (1) full-calendar month consistent with subsection C. below shall be credited, with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service. Vacation leave not to accumulate beyond 250 hours.

2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back up to sixty (60) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.

3. Employees hired prior to January 1, 2001 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to the employee's previous accrual schedule.

D. Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue vacation leave for the next month, on the first of that month:

1. 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or

2. 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirement for vacation relief, employees shall have the right to determine vacation times, but vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise their right of seniority only once per calendar year. Employees may be allowed to use vacation or floating holiday with short term notice such as attending school functions of a child, with twenty-four (24) hours advance notice and approval of the employee's supervisor. In the event where twenty-four (24) hours advance notice is not practicable, such as an emergency, employees may be allowed to use vacation or floating holiday with approval of the employee's supervisor. Vacation requests can be submitted up to one hundred twenty (120) days in advance. In the event of more requests than the County can allow, vacation time shall be approved on the basis of seniority. Provided, however, that once an employee's vacation request for specific day(s) has been approved, an employee with greater seniority may not "bump" that employee's approved vacation request. Vacation requests shall not be unreasonably denied by a supervisor.

3. Termination or Death.

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

4. Hours Charged.

Employees shall be charged for vacation leave in an amount equal to the time they are absent from work.

ARTICLE 8 - OTHER LEAVES

1. Leave of Absence.

Leaves of absence are covered by County Code and policy. No leave will be granted to an employee to accept employment in any other capacity. Credit toward longevity, salary increases, sick leave and vacation will not accrue during such leave except during any month when the employee is in paid status, defined as regular wages or County accrued leave for 88 hours (prorated for FTE status) or more in any month. Benefits will not be paid by the County during such leave except when the employee is in paid status, defined as regular wages or County accrued leave for eighty-eight (88) hours (prorated for FTE status) or more in any month.

2. Jury Duty.

When an employee with regular or probationary status is called for jury duty or subpoenaed as a witness by proper authority for cases in which the employee is not a party, the employee shall be granted a leave of absence with pay for the time the employee is unable to work their regularly scheduled hours.

All jury duty and witness fees, other than mileage reimbursement, shall be surrendered to Clackamas County. Employees who are excused from jury service or court appearance before the end of their work day shall immediately report their availability for assignment to their supervisor. Employees scheduled to work on shifts other than day shift shall be considered on day shift for the duration of jury duty.

3. Educational Leave.

After completing three (3) years of service, an employee upon request and approval from the Department Director may be granted a leave-of-absence without pay for educational purposes at an accredited school, when it is related to the employee's employment. The period of such leave-of-absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee upon approval from the Department Director, when necessary.

One (1) year leaves-of-absences, with any requested extension, for education purposes, may not be provided more than once in any three (3) year period.

Employees may also be granted leaves-of-absence with or without pay for educational purposes upon approval from the Department Director, for additional lengths of time, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

4. Major Emergencies, Disasters or Inclement Weather.

When an employee is unable to report to work because of major emergencies, disasters, or inclement weather, and County shut down pay is not applicable, the employee will have the option of either making up the missed time in the same work week with the approval of the supervisor (provided there is no overtime obligation to the County), or using vacation, compensatory time, or leave without pay. See EPP 12 (Inclement Weather, Major Emergencies, and Disasters).

ARTICLE 9 - HEALTH AND WELFARE

1. Medical Coverage.

The County agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect medical coverage. The design of the medical plans shall be determined by the Benefits Review Committee as described in Section 10.

Effective January 1, ~~2025~~2028, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the ~~2024~~2027 County contribution.

Effective January 1, ~~2026~~2029, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the ~~2025~~2028 County contribution.

~~Effective January 1, 2027, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2026 County contribution.~~

Employees will pay any remaining insurance premium cost share through payroll deduction. ~~Employees on the Kaiser plan who are employed by the County as of the date the contract has been ratified by both parties shall be reimbursed for the additional insurance premium costs they incurred in 2025 as a result of the contract not being ratified prior to January 1, 2025. The reimbursement shall be made within three (3) full pay periods after the contract has been ratified by both parties.~~

Medical Insurance Opt-Out: Employees who submit the Medical Insurance "Opt-Out" Waiver of Medical Coverage for certifying they have other coverage not obtained from the individual market or the Health Insurance Marketplace will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualified life event or at the next Open Enrollment subject to carrier rules.

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

2. Benefits.

The County agrees to provide the Clackamas County Benefits Program to regular eligible employees (those who are working in a position regularly scheduled for thirty (30) hours or more per week) and their eligible family members. Bargaining unit employees agree to cooperate fully with the Benefits Division regarding participation and administration of the program.

3. Life Insurance.

The County agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of $50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described below in Section 9 (Benefits Review Committee).

4. Dental Insurance.

The County agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for eligible employees and their eligible family members. The design of the dental plans shall be determined by the Benefits Review Committee as described below in Section 9 (Benefits Review Committee).

Dental Insurance Opt-Out: Employees who opt out of coverage or opt down to a less expensive plan provided by the County will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying life event or at the next Open Enrollment subject to carrier rules.

5. Disability Income Insurance.

The County agrees to provide non-duty disability insurance coverage to eligible employees as described in the Benefits Handbook, effective on the first day of the month following the benefit waiting period described in Section 8 (Benefit Waiting Period). The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 9.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of sixty percent (60%) of up to $3,333 in monthly salary after an elimination period of the first thirty (30) days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later.

6. Reinstatement From Medical Layoff.

An employee who is reinstated to employment within six months from medical layoff will have the benefit waiting period waived. An employee who has continuously participated in COBRA during a medical layoff will have the benefit waiting period waived for up to eighteen (18) months.

7. Less than Full-Time Employees.

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week. Regular part-time employees working at least 20 hours per week shall be entitled to County-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4 (Dental Insurance).

8. Benefit Waiting Period.

Medical, dental, vision, life and disability, health reimbursement account and voluntary benefits shall become effective on the first day of the calendar month following the employee's date of hire.

9. Benefits Review Committee.

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

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting the provision of the Article shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting

bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled but retain the same number of votes as described above. Regular meetings will be held as business dictates on a schedule agreed to by the Voting Members. Meetings may be held more frequently during the annual renewal process as determined by the Benefits Manager or their designated representative. Decisions of the Committee will be made by a majority of votes.

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

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

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

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

Problems with benefit coverage will be brought up at the Benefits Review Committee meeting for resolution.

10. Plan Changes Required by Law or Insurance Carrier.

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

11. Health Reimbursement Account (HRA).

The County shall enroll each benefit eligible employee covered by this Agreement into the County's Health Reimbursement Account (HRA/VEBA).

The County shall pay the account fee up to $1.50 per account per month for each active employee. The employee shall be responsible for the third party annualized investment fee.

Employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eighty (80) hours in excess of the annual cap paid into their HRA/VEBA account.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement.

Eligible employees as of December 31st of each year shall receive an annual contribution of $100 paid into their HRA/VEBA account by the second payroll period of the following January each year.

12. Deferred Compensation Plan.

Subject to applicable federal regulations, the County agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the County's Deferred Compensation program, at the rate of five percent (5%) of their base compensation as defined in the deferred compensation plan document, unless the employee chooses to opt out of the program or change the rate of contribution. Deferred compensation benefits shall become effective on the first date of the calendar month following two (2) full calendar months of continuous employment. New employees include newly hired employees, rehired employees and employees changing employment status from temporary to regular.

ARTICLE 10 - WAGES

1. Wages.

(a) ~~After ratification by both parties, employees shall receive a 4.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees employed by the County as of the date of ratification shall receive a lump sum payment based on 4.1% of an employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2024 to the first pay period after the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of the cost of living.~~

Effective July 1, ~~2025~~2027, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

Effective July 1, ~~2026~~2028, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

(b) When any classification not listed on the Wage Schedule, which shall be published on the Department of Human Resources website, is established, the County shall designate a pay range for the classification and notify the Association. In the event the Association disagrees with the pay range and files a timely demand to bargain with the County, the Association and County shall open negotiations to establish a salary grade for the classification.

(c) Whenever an employee is assigned in writing by their supervisor the duties of a higher paid classification for at minimum, thirty (30) consecutive working days, the employee shall be placed in a Continuous Work Out of Classification (WOC) assignment via a Personnel Action Form and be paid for all hours. The pay rate the employee receives for Continuous Work Out of Classification will be determined by conducting a salary placement assessment in

accordance with the Oregon Equal Pay Act or an additional three and a half percent (3.5%) of base hourly rate, whichever is higher.

For employees assigned duties of a higher paid classification for a duration less than thirty (30) days, or is non-consecutive and sporadic in nature, the employee will be placed in an Hourly Work Out of Classification assignment, and paid an additional three and a half percent (3.5%) of base hourly rate or at the beginning of the range of the higher paid classification, whichever is higher, via a Personnel Action Form.

For "Work-out-of-Class" assignments, the employee's supervisor will submit information stating the need for such out-of-class work, how the employee meets the minimum qualifications to perform such higher classification work, and that authorization has been received from the department director.

In no case shall the WOC rate exceed the maximum rate of the higher classification's salary range.

(d) Community Corrections Officers and Community Corrections Counselors assigned Field Training Officer (FTO) duties will be paid a ten percent (10%) increase over the employee's current base hourly rate while performing such duties. Employees acting in multiple capacities, including the Lead Community Correction Officer II assignment, may not receive more than a single ten percent (10%) premium.

(e) Community Correction Officer IIs who are assigned Lead Community Correction Officer II duties will be paid a ten percent (10%) increase over the employee's current base hourly rate while in the Lead Community Correction Officer II assignment. Employees acting in multiple capacities, including FTO, may not receive more than a single ten percent (10%) premium.

(f) Community Correction Officers, Community Corrections Counselors, Office Specialist 2s, Program Aides, Human Service Assistants, Management Analysts, Human Services Coordinators, and Case Managers who work in Parole and Probation and are assigned training duties for which they are appropriately certified will be paid a five percent (5%) increase over the employee's current base hourly wage while performing such duties. Employees acting in multiple capacities may not receive more than a single five percent (5%) premium while performing such duties.

Community Correction Officers and Community Corrections Counselors who are also assigned FTO duties and Lead Community Correction Officer IIs are not eligible to receive the five percent (5%) increase under this provision, but will continue to receive the ten percent (10%) increase under Article 10(1)(d) or Article 10(1)(e).

(g) If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, the employee shall receive a merit increase of three and one-half percent (3.5%) on each of the employee's anniversary dates until the employee has reached the top of the range.

(h) Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate.

2. Overtime.

Overtime must have prior approval of a supervisor. Management has the right to assign overtime based on business needs. One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for work under the following conditions, but compensation shall not be paid twice for the same hours:

(a) Regular Schedule:
Overtime is payable for all hours worked beyond the employee's defined daily overtime threshold as defined in Article 3 (Hours of Work).

(b) Alternative Schedule:
Overtime is payable for all hours worked beyond the employee's defined weekly overtime threshold as defined in Article 3 (Hours of Work).

(c) Flexible Schedule:
The overtime threshold will be the same as the employee's regular or alternative schedule as set in the timekeeping system.

(d) All authorized work performed on a regularly scheduled day off, or, in the case of employees in continuous operations, on the three-day weekend, except as may be modified by Article 3 (Hours of Work), except for regular part-time employees covered by this agreement who shall be paid overtime after working forty (40) hours in a week.

Authorized work includes regular hours performing job related duties, compensatory time paid and call-in/stand-by pay.

If agreed to by an employee and the employee's department or division head, compensatory leave in the amount of time and one-half may be accrued in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

Employees in the classification of Dentist, Psychiatrist, Public Health Physician and Pharmacist would be exempt from all overtime payments per Fair Labor Standards Act regulations. However, these employees will receive straight hour-for-hour pay for hours worked.

3. Travel Pay and Mileage Reimbursement.

Employees will be granted travel pay and mileage reimbursement in accordance with the County's current Travel Policy.

4. Retirement Contributions.

PERS eligibility is subject to ORS 238.015. The County agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions for the County to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, County deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution by the County.

5. Longevity.

Employees covered by the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular or limited-term status in County service in the following amounts based upon the accumulation of time in paid status, defined as regular wages or County accrued leave:

Years	Percent
5	1.5
10	2.0
15	2.5
20	3.0
25	3.5
30	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates is defined as service unbroken by separation from County employment as a regular or limited term employee in paid status, defined as regular wages or County accrued leave.

In addition, effective the third full pay period following ratification of the contract, "continuous service" for the purpose of calculating eligibility for longevity pay will include one hundred percent (100%) of the time worked under the EAT contract, provided there has been no break in County employment. This adjustment applies solely to longevity pay and does not impact other benefits, accruals, or seniority. Employees will not receive retroactive longevity pay; the adjusted hours will apply only on a prospective basis.

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

6. Computation of Hourly Rate.

The computation of the hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\frac{\text{Yearly salary assigned to full-time position}}{\text{Number of hours normally worked yearly in position}} = \text{dollars per hour}$$

37.5 hours per week = Yearly salary / 1950 hours per year = dollars per hour

Continuous operations = Yearly salary / 2080 hours per year = dollars per hour

7. Shift Differential.

Employees who work the majority of their regular scheduled work hours at 4:00 p.m. or after shall receive a shift differential of $1.75 per hour for all hours worked during their shift. Employees, except Community Corrections Officers and Behavioral Health Division's Mobile Crisis Response Team Clinicians, who work the majority of their regular scheduled work hours at 11:00 p.m., or after, shall receive a shift differential of $2.25 per hour for all hours worked during their shift. Community Corrections Officers and Behavioral Health Division's Mobile Crisis Response Team Clinicians who work a majority of their regular scheduled work hours at11:00 p.m., or after, shall receive a shift differential of $3.50 per hour for all hours worked during their shift. If an employee is requested or required to continue working at the end of their regular shift and has been receiving shift differential based on swing or night shift, the employee will either continue to receive the shift differential of their regular shift, or receive an increase in shift differential for the additional hours worked into the new shift, whichever is higher. When an employee works additional hours into the "new shift", any hours worked after a swing shift or night shift begins will be paid in accordance with that shift. Example: Employee is regularly scheduled to work 1 pm to 9 pm and receives 8 hours of shift differential at the swing shift rate. Employee agrees to continue working from 9 pm to 5 am. Employee will continue to receive swing shift differential rate from 9 pm to 11 pm and will receive night shift differential for hours worked between 11 pm and 5 am.

Employees in the Clackamas County Public Health Division, Behavioral Health Division and Social Services Division, scheduled to work Saturdays or Sundays shall receive a "shift differential" of $.55 per hour for any Saturday or Sunday work. Saturday or Sunday overtime work is not paid differential time unless it is part of the employee's regular scheduled work week.

8. On-Call Pay.

Employees may be assigned by supervisors to be "On Call." The on-call assignment requires an employee be readily available to report to work and to be at the needed work location within sixty (60) minutes of notice. Readily available includes that the employee has not consumed any intoxicant while on-call consistent with policy. Employees, except Community Corrections Officers and employees in Technical Services, Library Network and Facilities, who are designated in writing by their supervisor to be on-call after regular work hours, in which they will be required to carry and respond to a pager, cellular phone, or phone calls during designated shifts, will receive two (2) hours straight time pay per shift for time spent on-call.

Community Corrections Officers shall receive one-hundred and fifty dollars ($150) per week when assigned on-call duties.

Employees in Technical Services, Library Network, and Facilities who are designated in writing to be on call for After Hours Support shall be paid at the rate of 0.10 hour for every hour on-call.

When an employee is assigned duties of a higher classification according to the procedures in Article 10, Section 1(c) and is receiving Temporary Out of Classification (TOC) pay and is also assigned on-call duties, on-call hours will be paid at the higher TOC rate.

Employees are permitted to trade on-call periods with supervisory approval.

9. Call Back Pay and After-Hours Phone or Pager Instructions.

Employees who are called to physically report to a worksite outside of their regular shift shall be paid for actual time worked, with a minimum of two (2) hours call-back, at the overtime rate. If call-back overlaps with regular work hours compensation shall not be paid twice for the same hours. Actual time worked shall be in minimum increments of fifteen minutes.

Employees who answer work-related phone calls after work hours at home or through cellular phone or pager, but are otherwise not designated by their supervisor to be on-call are not eligible for on-call compensation. Employees who answer work-related phone calls after work hours at home or through cellular phone or pager are eligible for compensation for actual time worked but not for on-call compensation or call back pay. Employees who respond to work related incidents via electronic remote response (e.g. computer) are eligible for compensation for actual time worked, but not for a minimum two (2) hour response given to employees who physically report to the workplace. These provisions do not include on-call or after hours pay for Mental Health Emergency Services which is provided in Article 10 (Wages), Section 8 (On-Call Pay).

10. Bilingual Skills Pay.

A. When a position requires an employee to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional five percent (5%) of base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire and "Certification of Bilingual Requirement" Form.

B. It is not the intent of the parties that the re-designation of a position to "bilingual required" would be done for the sole purpose of superseding the layoff provisions of this agreement.

C. When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL), is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional five percent (5%) of their base hourly rate for actual time, rounded up to the nearest fifteen minutes, for performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

11. Travel Time.

Employees called to work before or after normal work hours and which requires the employee to travel to and from work in addition to their normal daily travel, will be paid for such travel time as work hours.

A. "Hours worked" includes the following travel time:

- Time spent traveling during regular work hours on a scheduled work day.
- Travel time occurring during regular hours on an employee's scheduled day off (i.e., travel occurring between 8:00 a.m. to 5:00 p.m. on Saturday/Sunday for an employee who works 8:00 a.m. to 5:00 p.m. Monday through Friday).
- Travel time outside of regular work hours if the employee is driving an automobile, boat, plane, etc., or is required to act as an assistant or helper while being a passenger, or is performing work related activities while being a passenger.

B. "Hours worked" does not include:

- Normal travel between home and work.
- Travel time as a passenger outside of regular work hours (if no work is being performed).
- Regular exclusions for meals.
- Sleep time.
- Commute time to and from the airport, bus station, etc., except if travel to the station of departure exceeds the employee's normal commute time to work.
- Excess time spent driving a car if the employee had been offered public conveyance and chose to drive instead (can exclude only time exceeding the time which would have qualified as hours worked on public conveyance).

C. Training Time

Attendance at lectures, meetings, training programs and similar activities must be counted as hours worked unless all the following criteria are met:

- Attendance is outside of the employee's regular working hours.
- Attendance is truly voluntary.
- Training is not directly related to the employee's job (exception for employees taking courses on their own initiative outside of work hours such as college or trade school courses).
- The employee does not perform any productive work during such attendance.

Within continuous operations departments, including Community Corrections and the Juvenile Intake and Assessment Center, when employees are required to attend scheduled meetings or training during hours that fall outside their regular work hours or on their days off, the County

will pay or provide compensatory time in the amount of forty-five (45) minutes total for travel time at the regular rate. In addition, actual hours in attendance will be paid at the regular overtime rate.

12. DPSST Certification.

Community Corrections Officers who obtain a DPSST Intermediate Certificate in corrections will be paid additional compensation in the amount of $35 per pay period.

Community Corrections Officers who obtain a DPSST Advanced Certificate in corrections will be paid $70 per pay period.

Certification pay will commence effective the pay period following proof of certification by DPSST to the Department Director.

This incentive pay is not cumulative and members are eligible for one level only.

13. Stipend for Required Clothing.

The County will provide an annual stipend of $150.00 in the first full pay period in July for all current employees, as of July 1st of that year, who are required to wear medical scrubs or other medically related "uniforms" to the County work location if the County does not already provide such uniforms or stipends.

ARTICLE 11 – ON-CALL HOURS FOR BEHAVIORAL HEALTH DIVISION MOBILE CRISIS RESPONSE TEAM

The Mobile Crisis Response Team (MCRT) is a team of mental health practitioners who provide mental health crisis intervention services to individuals in Clackamas County. MCRT operates 24/7/365 and as such is a team in continuous operations. All Qualified Mental Health Professionals (QMHPs) on MCRT are required to be part of an on-call rotation. The on-call rotation is used to fill gaps in coverage which may include (but is not limited to) evenings, overnights, weekends, and holidays. On-call work occurs outside of an employee's regularly scheduled work hours.

Qualified Behavioral Health Division (BHD) employees on teams other than MCRT may volunteer for these on-call hours. Any employee volunteering for on-call hours must ensure it does not conflict with their regular work shift and must maintain adequate work performance. Behavioral Health Division Management will choose the volunteering employees by order of seniority from the volunteer pool, so long as the employee is in good standing (no current disciplinary action). Assignments from the volunteer pool will be based on seniority.

DEFINITIONS

- **On-Call Hours** are hours outside of a scheduled shift where an employee is assigned to carry a County cell phone and respond to requests for the mobile crisis team. On-call hours differ from work from home in that the employee is not expected to work during the hours between requests for mobile services.

- **Call Work Time** refers to time worked during on-call hours. This time may include time spent triaging a request for mobile crisis services, traveling to and from the location of the crisis, face-to-face mobile crisis response/ intervention services, and documentation. Call Worked Time cannot overlap with a scheduled shift.

COMPENSATION

1. Staff working on-call hours will receive straight time equal to twenty-five percent (25%) of their regular hourly rate for each hour they are on-call.

2. In addition, staff shall receive time and one-half for any call worked time during their on-call hours.

3. Compensation for call work time may be taken as overtime pay or added to the compensatory time bank by employee choice (following guidelines in Article 10 (Wages), Section 2 (Overtime)).

4. Employees responding to a call shall receive mileage reimbursement portal to portal.

DUTIES AND RESPONSE TIME REQUIREMENTS:

1. On-call staff are expected to respond to phone calls within ten (10) minutes of being contacted.

2. On-call staff are expected to respond on-site within one (1) hour of the decision to dispatch if not sooner to provide mobile crisis intervention services.

3. Staff will complete required documentation during their on-call shift whenever possible. If not possible (i.e., the team member is providing a mobile crisis intervention service until the end of their on-call shift), staff will notify the Mobile Crisis Supervisor and arrange additional time to complete the documentation. All documentation should be completed within twenty-four (24) hours of a clinical intervention (for both phone and face-to-face mobile responses).

ARTICLE 12 – SCHOOL-BASED HEALTH CENTERS

The provisions in this Article apply to those employees assigned to the School-Based Health Centers (SBHC) and in a school-based health center classification. The provisions in this Article become effective with the start of the 2025-26 school year.

(a) Employees will be paid on an hourly basis for all hours worked. Overtime will be paid in accordance with Article 10 (Wages), Section 2 (Overtime). If there is no work available during the summer recess, an employee will be required to take a limited duration summer leave of absence following the school year. An employee who does

not wish to work during the summer recess also may elect to take a limited duration summer leave of absence the following school year, except for up to forty (40) hours of work as noted in section (g) below.

(b) Any cost-of-living adjustment shall be applied in accordance with Article 10 (Wages).

(c) Benefits will be applied in accordance with Article 9 (Health and Welfare) of the Agreement. For employees who take a limited duration summer leave of absence, the County agrees to continue the employees' benefits, without lapse in coverage. The employees' cost share for benefits premiums that accrue while they are on limited duration summer leave of absence will be collected from the employees prior to the summer break.

(d) For full-time employees, the regular work week during the school year normally shall consist of forty (40) hours per week with five (5) eight-hour days, Monday through Friday.

(e) Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and County requirements for submitting timesheets. This includes time spent performing work outside their normal schedule, including responding to communications regarding schedule and work location changes.

(f) Employees may be required to report up to one week in advance of the first student opening day at the beginning of each school year and remain on site one day after students are dismissed for the summer recess. On other days throughout the standard school year, employees will be expected to report to work on all days when the school is open to the community, even if students are not present. Subject to the exceptions listed below, employees will not be paid on days when the school is closed unless they have received approval from management to work remotely on meaningful tasks or are assigned work at another County clinic location.

(g) Unless otherwise assigned, employees will not be expected to report to work when the school is closed for holidays, winter or spring break, or during the summer recess, with the exception of Rex Putnum High School, which is open three days per week over the summer. Management has the right to assign up to forty (40) hours of work during each summer recess, with thirty (30) calendar days' advance notice, to support school functions, such as sport physicals and school registration.

(h) Employees will be paid for all holidays in accordance with Article 5 (Holidays) except for holidays that occur while an employee is on a limited duration summer leave of absence.

(i) If the school is closed for inclement weather or other unforeseen reason, and at least one County Health Center is open for business, the employees will either report to an assigned County Health Center for work, work remotely in alignment with the County's

telework policy, or take leave without pay (LWOP) if they are unable to arrange for transportation to the assigned County Health Center. The County will provide each SBHC employee with a general orientation of their assigned County Health Center's protocols.

(j) In the event the school district adds additional days to the school calendar to make-up days due to inclement weather or unforeseen closures, the employees will be required to work the make-up days and will be paid for all hours worked.

(k) Employees will accrue unlimited sick leave at the rate of six and four-tenths (6.4) hours per month. Employees will not accrue vacation leave or floating holidays nor be entitled to any other paid leave unless required by law. During the school closures of the day before and after Thanksgiving, winter break, and spring break, employees will be permitted time off without loss of pay.

(l) If a regular or probationary County employee transfers to a school-based position, any accrued vacation shall be paid to the employee in a lump sum.

(m) County-paid health insurance benefits as described in Section (c) of this Article will continue through the summer months if the employee maintains their employment with the County and pays their portion of the premium.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Regular employees may, in good faith for just cause, be subject to disciplinary action by oral reprimand, written reprimand, unpaid suspension, demotion or discharge. Such action shall take effect only after the supervisor gives prior written notice of the action and cause to the regular employee, except in the case of oral or written reprimand. Oral or written reprimands may be given at the initial meeting with the employee regarding discipline, if the County has already determined such discipline is warranted after the investigation.

The County agrees to conduct and conclude investigations in a reasonably timely manner. However, external factors (such as a criminal investigation) may justify delaying the County's investigation.

Initial probationary employees may not grieve discipline, including terminations.

An employee has the right to have union representation at any investigatory interview of the employee which the employee reasonably believes could lead to disciplinary action against the employee. The role of the union representative shall be limited to those outlined by the Employment Relations Board in Washington County Peace Officers Association vs. Washington County, which are:

1) Inquire about the purpose and subject of the meeting;
2) Asking clarifying questions;
3) Ask clarifying questions at the end of the interview; and

4) Suggest any other witnesses; describe other practices or mitigating factors.

Performance improvement plans, work plans, or other similar performance management tools are not discipline. An employee does not have the right to have a union representative present during meetings regarding a performance improvement plan, work plan, or other similar performance management related tool. Performance improvement plans shall not be kept in the employee's personnel file.

Any regular employee who is disciplined (except for oral reprimands) will receive a written statement of the charges and allegations that the County will rely on to support the decision to discipline. The Association shall be notified that the regular employee has been disciplined and sent a copy of the charge at the time the regular employee is notified unless the regular employee objects in writing. Notification to the Association shall include sending copies of all such notices to the Association President and Service Representative.

Any regular employee in the bargaining unit who is disciplined in writing, demoted, suspended, or discharged shall have the right to appeal the action through the Grievance Procedure. Oral reprimands are not subject to grievance. The Association shall submit such grievance at Step 1 of the procedure no later than ten (10) working days after the effective date of the disciplinary action. Working days for the grievance procedure shall be defined as Monday through Thursday, excluding holidays recognized and observed by the County. The Grievance Procedure shall be the sole and exclusive procedure for resolution of discipline and discharge disputes. The Association requests the County inform employees who are subject to discipline or discharge of their contract rights to the grievance procedure.

If the County has reason to counsel, reprimand or discuss an employee's need to correct deficiencies, every reasonable effort will be made to accomplish this in a manner that will not embarrass the employee before other employees or the public.

When the employer believes there is just cause for discharge, the regular employee and the Association will be notified in writing at the time the action is taken that the regular employee is subject to discharge. In instances of proposed discharge, the employee should be given ten (10) calendar days advanced notice of the discharge date as required by County Code. Such notification shall state the reasons for which the regular employee is being discharged. The employer shall provide the regular employee with an opportunity to respond to the charges at an informal pre-dismissal hearing which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action.

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

ARTICLE 14 - SETTLEMENT OF DISPUTES

1. Association Grievance and Arbitration Procedure.

An Association representative, with or without the employee, may take up the grievance or dispute with the employee's department head or designee within ten (10) working days of its occurrence. The department head or designee, an Association representative, and the employee

or a representative of the class, if it is a class grievance, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the department head or designee shall respond to the representative within ten (10) working days of such meeting.

STEP 2. If the grievance still remains unadjusted, it may be presented by the Association representative, or the Association grievance committee, to the Director of Human Resources or their designee within ten (10) working days after the response of the department head is due. The Director of Human Resources or their designee, an Association representative, and the employee, shall meet within ten (10) working days of the appeal to Step 2 to discuss the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee shall respond in writing to the representative or grievance committee within ten (10) working days.

STEP 3. If the grievance is still unsettled, either party may within thirty (30) calendar days after the reply of the Director of Human Resources or their designee is due, by written notice to the other, request arbitration, except when the issue at hand is in conflict with the County's Personnel Ordinance, in which case the bargaining agreement shall prevail.

STEP 4. Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators who charge from the Oregon border or only for travel within Oregon, which includes Oregon arbitrators as well as arbitrators who are not Oregon residents and charge from the Oregon border shall be requested from the Employment Relations Board of the State of Oregon. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, the arbitrator shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by the arbitrator shall be borne by the party against whom the arbitrator's decision is adverse.

(a) "Working days" for purposes of this article shall be defined as Monday through Thursday, excluding holidays recognized and observed by the County.

(b) Step 1 may be skipped by mutual written agreement.

(c) The grievance shall be submitted on the Official Grievance Form as contained in Appendix A. Notwithstanding the Official Grievance Form submission, the grievance may be amended to narrow the scope of the original allegations; if amended, the grievance shall state what amendments have been made. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance or amended grievance.

(d) When the Director of Human Resources or designee has denied a grievance and arbitration is requested, the parties must, within one year of the date the Director of Human Resources or designee denies the grievance, select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

(e) The time limits as described herein may be waived by mutual written agreement of the parties.

(f) The Association President, a Grievance Committee member, or an Association office representative, shall be allowed reasonable time and opportunity to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined in Section 1 above. Such time away from work, if on County paid time, shall be in compliance with the rules governing conducting association business as contained in Article 17 (Association Rights).

(g) When an employee voluntarily separates from County employment, all pending grievances filed on behalf of such employee shall be considered withdrawn with prejudice.

2. County Grievance and Arbitration Procedure.

The County shall have the right to file a grievance with the Association Executive Board, or designee, over the application, meaning or interpretation of this agreement. The Association Board or designee shall have ten (10) calendar days to respond. If the grievance is unsettled, either party may within ten (10) days after the reply of the Association Board by written notice to the other, request arbitration.

Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators who charge from the Oregon border or only for travel within Oregon, which includes Oregon arbitrators as well as arbitrators who are not Oregon residents and charge from the Oregon border shall be requested from the Employment Relations Board of the State of Oregon. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne by the party against whom the arbitrator's decision is adverse.

ARTICLE 15 - WORKERS' COMPENSATION

1. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The County is self-insured for workers' compensation claims. The County and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.

2. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:

   A. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.

   B. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, workers' compensation covers from the first day.

   C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.

   D. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.

3. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under Oregon Workers' Compensation Law.

   After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).

4. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 9 (Health and Welfare).

5. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

ARTICLE 16 - UNION DUES

1. All employees covered by the terms and conditions of this Agreement may become members of the Association. The County agrees to deduct dues in the amount determined by the Association from the wages of each employee who chooses to become a member of the Association and provides the County with written authorization to deduct dues. The County agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis.

2. The County will not be held liable for errors but will make proper adjustments with the Association for errors as soon as is practicable if notified within ten (10) calendar days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an updated list of eligible members who have union dues deducted from their pay will be delivered to the Association.

3. To the extent a new employee is unable to attend the Association portion of new employee orientation, Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of County paid time to inform the new employee about the Association and to provide the new employee with a signature card in order to register for membership in the Association.

ARTICLE 17 - ASSOCIATION RIGHTS

1. Association Representatives.

The Association may designate CCEA-represented employees of the County to serve as Association representatives.

There shall be no more than twenty-five (25) Association representatives assigned to assist with the administration of this agreement and the CCEA Part-time/Temporary Agreement. It is the Association's responsibility to select Association representatives.

The Association shall advise the County in writing of all the names of employees who are serving as Association representatives. The County shall recognize only employees designated as Association representatives, CCEA officers, and the CCEA Service Representative as official representatives in the administration of this agreement. Said list shall be updated as necessary.

2. Release Time.

Upon at least thirty (30) calendar days' advance written notice by the Association to the County, the County will provide up to forty-five (45) calendar days release time for Association members to serve as a designated representative of the Association. The Associations' notice shall include the name of the Association member taking release time and the start and ending dates. Without this notice, the County is not obligated to provide release time.

Release time shall be in addition to vacation leave, sick leave, or other paid or unpaid leave available to an Association member under state law or this Agreement.

During such release time, the County shall continue paying compensation (including all employer contributions toward employee benefits, including benefits under ORS chapter 238 to the Association member, and the Association shall reimburse the County for all such compensation paid to the Association member during release time.

The Association and/or the Association member on release may terminate the period of release time at any time for any reason by providing ten (10) calendar days' advance written notice to the County.

At the conclusion of the release time, the Association member shall be reinstated to the same position and work location held immediately prior to the release period or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The Association member taking release time shall receive full retirement credit for the duration of the release time as long as the Association member meets all retirement contribution obligations pursuant to ORS chapter 238 or this Agreement.

The County is not liable for an act, omission, or an injury caused or suffered by an Association member if the act, omission, or injury occurs during the course and scope of use of release time. If the County is held liable, the Association shall indemnify the County and hold the County harmless from all liability arising from the act, omission or injury that occurred during the period of release time.

3. Access to Workers.

Authorized representatives of the Association may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the operations of the County.

4. New Employee Orientation.

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Union members. One (1) Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and County location with the least impact on business. Attendance by the employees is voluntary and it is the Union's responsibility to notify the new employees of the meeting time and place.

5. Association Negotiators.

Employees selected by the Association to act as Association representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Clackamas County Employees Association Negotiating Committee. The names of employees so designated

shall be certified in writing to the County by the Association separately, or as part of the ground rules relating to the negotiations. The list may be updated from time to time. The Negotiating Committee shall consist of a reasonable number of members designated by the Association and a Chief Negotiator. All negotiation meetings with the Board of County Commissioners or its representatives shall be held during working hours without loss of pay.

6. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, or political affiliation. The Association 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 Association, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause. Nothing in this section shall be construed to limit the County's right to effectively and efficiently run the County's operations.

7. Association Business on County Paid Time.

An Association representative or CCEA officer may use up to eighty (80) hours of County paid time per calendar year to assist with the following matters:

1. Representing an employee in an investigatory interview/meeting which may result in the employee receiving discipline (unless the employee objects);
2. Representing an employee in a pre-disciplinary meeting (unless the employee objects);
3. Providing an employee with assistance with a grievance or dispute pursuant to Article 14 of the collective bargaining agreement;
4. Other collective bargaining matters, as required by this contract or law.

County paid time spent by Association representatives and CCEA officers under this provision will be designated as union business and recorded on their department's timekeeping system and reported to the immediate supervisor by the Association representative or CCEA officer as the time is incurred with the exception of time spent less than fifteen (15) minutes, approved vacation or compensatory time and with the exception of lunch or breaks, depending on department policy. If the Association fails to provide current Association representative or CCEA officer names, no County paid time shall be granted for unnamed Association representatives or CCEA officers. Association representatives and first-level managers are encouraged to resolve problems before the problem becomes a grievance.

Time spent by Association representatives and CCEA officers conducting the following activities shall be reported as Association business on County paid time; such time will not count toward the eighty (80) hours of County paid time described in this provision:

1. Union Presidents Meeting with County management staff;
2. Labor-management meeting with County labor relations staff;
3. Meeting with management at management's request;

4. Participation in, and reasonable preparation for, proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
5. Acting as a representative for the Association for employees within the bargaining unit for purposes of collective bargaining as provided in Section 4 above, including reasonable preparation time;
6. Testifying in legal proceedings in which the Association representative has been subpoenaed as a witness; and
7. Orientation as defined in Article 17 (Association Rights), Section 4 (New Employee Orientation).

Association representatives engaging in Association business on County-paid time are responsible for communicating with their supervisors and securing adjustments to their regular work schedules as necessary to prevent unauthorized overtime, consistent with Article 10 (Wages), Section 2 (Overtime), of this agreement.

Association hours will be non-transferable. Once the time is exhausted, no additional County paid time will be provided in the remainder of the calendar year. Upon reasonable notice from the Association, the County shall authorize up to an additional twenty (20) hours per Association representative or officer. Any hours remaining at the end of the calendar year will be lost and will not roll over to the subsequent calendar year.

These guidelines do not relieve the Association representative or CCEA officer from the responsibility of arranging for the time away from work with their supervisor, including notifying the supervisor when they are leaving and when they return. The time away cannot unreasonably interfere with the operations of the County. Arranging time away from work may be done through a request in a discussion with the supervisor or by requesting time away from their duties through the time keeping system.

If the Association representative wishes to engage in other Association business during paid County time, other than what is listed above, they should arrange to take vacation or compensatory time with their supervisor consistent with the procedures in the collective bargaining agreement and for the department.

The Association is entitled to have one county employee representative to attend investigatory meetings with employees which may result in that employee receiving discipline; and during pre-disciplinary meetings. On occasion, the Association Service Representative may attend such meetings in addition to the county employee representative or in lieu of the Association representative.

For purposes of training Association Representatives for investigatory interviews and other related meetings in the disciplinary process such as mitigation meetings, the Association may choose to bring one (1) additional Association representative to the meetings in addition to the participating Association representative and/or the Association Service Representative for the purposes of observing process. The Association representative present to observe will do so on

their own time and they will not participate in the investigatory interview or other related disciplinary meetings while present in an observation role. The Association representative may interact with the Association representative participating in the meeting(s) or Association Service Representative in a quiet and non-disruptive manner on occasion when necessary to assist in the learning process.

8. Employee Time.

Employees will be provided a time during their normal working hours to meet with the Union Steward and/or Council Representative to process and report a potential grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings for the following:

A. Grievance resolution meetings or grievance meetings in which the employee is the named grievant, mediation sessions in which the employee is a necessary participant, and arbitration hearings in which the employee will be testifying, that are held during the employee's work time; and

B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case or unfair labor practice hearing, the employee may appear without loss of pay if the employee appears during their work time.

ARTICLE 18 - LABOR MANAGEMENT COMMITTEE

1. Membership.

The parties agree to the establishment of a joint labor management committee. The committee will be comprised of three (3) members and one alternate representing the Association and three (3) representatives and one alternate representing the County. Each party is entitled to have appropriate subject matter experts present at the committee meeting as needed to discuss items on the agenda.

2. Meeting Time.

The committee shall meet at least once each quarter if there are agenda items and upon agreement may meet at any other time. Each party will submit items for the agenda at least three (3) days prior to the scheduled date of the meeting.

3. Purpose.

The committee is a vehicle for communication and will have as its purpose, the promotion of harmonious labor/management relations.

ARTICLE 19 - PERFORMANCE EVALUATION

At least once a year, the department head or designee(s) shall review and rate the work performance of each employee using established performance evaluation forms as a basis for the rating. The Human Resources Director or designee(s) shall receive a copy of the evaluation, which shall be jointly completed by the employee and the employee's immediate supervisor.

The parties agree that performance evaluation is not a disciplinary process. Therefore, the administration of discipline for performance related issues shall not occur during a performance evaluation meeting. However, any delay or denial of a merit increase is not discipline. Performance evaluations become a part of the employee's work history and are kept in the official employee personnel file maintained by Human Resources. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee, within thirty (30) calendar days from the date the employee received the performance evaluation, may submit a statement in writing to the department head stating the reasons for the disagreement in as specific detail as possible. A copy of the statement by the employee must be filed with the Human Resources Department. When signing the evaluation form, the employee may add “in disagreement" next to the employee’s signature.

Each month the Human Resources Director or designee(s) shall notify department heads of employees whose anniversary date is upcoming. It is the responsibility of the department head to ensure that the supervisors administer performance evaluations to all of their immediate subordinates within two (2) months of each employee's anniversary date.

ARTICLE 20 – TRANSFERS AND VOLUNTARY DEMOTIONS

The lateral transfer or voluntary demotion of an employee to a different position in the same classification may occur either within the same department (intradepartmental) or to another department under a different appointing authority (interdepartmental).

1. Housing Authority.

Any Housing Authority employee that laterally transfers or demotes into a regular position in the CCEA shall retain full credit for service in the Housing Authority in accordance with the Personnel Ordinance.

2. Intradepartmental Transfer.

An intradepartmental transfer may be either voluntary or involuntary. An appointing authority may laterally transfer employees within their department without the employees’ consent, but must give the employees ten (10) working days’ notice of this action.

3. Interdepartmental Transfer.

Interdepartmental transfers require the written approval of the appointing authorities and the Department of Human Resources. Employees wishing to voluntarily lateral transfer either within their department or to another department must request in writing to the Director of Human Resources or their designee to be placed on a transfer list. Employees may be placed on a transfer list for a classification in which they are an incumbent.

4. Voluntary Demotion.

Voluntary demotions require the written approval of the appointing authorities and the Department of Human Resources. Employees wishing to voluntarily demote either within their department or to another department must request in writing to the Director of Human Resources

or their designee to be placed on a voluntary demotion list for a lower level position within the same classification previously held.

ARTICLE 21 - RECLASSIFICATION

1. When an employee believes that there has been a significant change in duties and responsibilities of their position, they may submit a Position Classification Questionnaire (PCQ) to request a position review to determine proper classification placement. The PCQ shall first go to the employee's immediate supervisor and then Division and the Department management for review and comment. The Department shall forward the completed PCQ to the Department of Human Resources within thirty (30) calendar days of the initial request. If the Department does not forward the request within thirty (30) calendar days, the employee may submit the request directly to the Department of Human Resources. The Department of Human Resources will notify the employee within fourteen (14) working days of the disposition of the request as provided under County Code.

2. When a position is reclassified to a classification that carries a higher salary grade, if in the opinion of the Department of Human Resources, the incumbent employee has been performing the duties of the higher level classification at least seventy-five percent (75%) of the time for a period of six (6) months or more, and meets the requirements of the classification, the incumbent employee shall be reclassified to the higher classification effective the date they signed the PCQ. The new base pay rate following reclassification will be determined by one of the following, applying the method which yields the higher rate: 1) Human Resources will complete a Salary Placement Assessment, in accordance with the provision of the Oregon Equal Pay Act. 2) A 3.5% increase above the employee's Base Pay Rate immediately prior to the date of reclassification, not to exceed the maximum of the higher Classification's salary range.

   The eligibility for salary increases following reclassification will change to the first of the month following six (6) full months from the date of reclassification and thereafter every twelve (12) months of continuous service until reaching maximum of salary grade. If an employee is reclassified, the employee shall serve a six (6) month probationary period beginning on the effective date of reclassification.

   If an employee is reclassified/reassigned into a newly developed classification, the effective date will be the date the new classification was approved by the County Administrator. The employee's merit date shall be changed to the first of the month following six (6) full months from the effective date of the reclassification, and every twelve (12) months thereafter of continuous service until reaching the maximum of the grade.

   If an employee disagrees with the Position Classification Recommendation, the employee may appeal such disagreement as described in Article 25 (Classification/Compensation Review Panel).

ARTICLE 22 - LAYOFF AND RECALL

1. Reason for Layoff / Layoff Order.

Within a classification and department, initial probationary employees will be laid off before employees who have completed their probationary period. The County shall not utilize temporary employees on an ongoing basis to perform work of an allocated FTE position. In case of a reduction in force, or the elimination of a function, employees shall then be laid off within a department in accordance with qualifications to perform the remaining required work without further training. When qualifications, skills and abilities to perform the duties of the position(s) remaining are equal, seniority will prevail.

A Department Director may request an exception to the order of layoff in writing to the Human Resources Director when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. A position that has been identified as an exception to layoff cannot be subject to bumping unless an employee can demonstrate they possess the needed skills or performance abilities of the specific excepted position. If an employee believes they are qualified to bump into a position on their bumping list that has been excepted, they may request a review of their skills and experience in writing to the Human Resources Director. The judgment of the Human Resources Director shall be final unless such judgment is shown to be arbitrary or capricious.

The Human Resources Director shall inform the Association in writing when an exception has been requested and will provide a copy of the documentation supporting the request. The Association may timely present any additional information it would like the Human Resources Director to consider.

2. Notice of Layoff and Bumping Options.

Employees and the Association president, vice president, and Service Representative(s) shall be given in writing a minimum of thirty (30) calendar days' notice of layoff. Those employees who wish to participate in the bumping process must notify the County in writing by 6:00 p.m. of the 7th calendar day after receiving their notice. Those employees who do not notify the County will automatically be placed on layoff status. Within a classification and department, temporary, probationary and other employees who do not have regular status will be laid off before employees with regular status. Employees who have never attained regular status with the County and who are laid off, will not be placed on layoff registers and do not have bumping rights.

3. Layoff and Bumping Process.

If an employee elects to participate in the bumping process, then the employee has seven (7) calendar days from the employee's initial notification of layoff to submit a complete list of their qualifications, skills and abilities to the County. If the employee exercises their right to bump, the County will:

(a) Provide the employee with a list of <u>all</u> positions in the department at or below the employee's current pay grade with the same or lower seniority date.

(b) A current seniority list will be provided to the Association president, vice president, and Service Representative(s) at time of action for all affected classes by the Human Resources Department.
(c) The employee would, through consultation with the employee's supervisor and/or the Human Resources Department, identify those positions that the employee believes they are fully qualified to perform after orientation. The position qualifications will be determined through the position classification questionnaire (PCQ) and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities.
(d) The list of positions so identified will be submitted to the department and forwarded to the Human Resources Department for bumping consideration. Once submitted, the minimum qualifications cannot be changed to preclude the ability of the bumping employee to be deemed qualified. If the Human Resources Department and the department agree that the employee is qualified to bump into a position at the employee's current grade, that position will be offered to the employee. The bumping process will then end, and the Qualifications Review Committee (QRC) will not be involved.
(e) If Human Resources and the department believe the employee is not qualified to bump into a position at the employee's current grade, the employee will be offered a position (if qualified) in the next lower grade that the employee is qualified to work. The employee does have a right to appeal disagreement about placement at a lower grade to the QRC.
(f) If an employee bumps into a classification with a lower salary range, the employee's base pay rate will be determined by conducting a salary placement assessment in accordance with the provision of the Oregon Equal Pay Act, including a review of all of the employee's relevant work experience internal and external to the County.
(g) Employees may be denied bumping rights only if they lack knowledge, skills or abilities required for the position which are not easily learned on the job within the normal orientation period of thirty (30) calendar days. Employees may be subject to skills evaluation and testing procedures in order to establish qualifications for a position.
(h) If it is determined the "bumping" employee cannot perform the duties of the position acquired in the bumping process within the normal orientation period of thirty (30) calendar days, the employee will be placed on layoff status and the "bumped" employee shall be returned to their original position.

4. Qualifications Review Committee.

The QRC will be formed only when an appeal is made. The QRC will be appointed at that time for a particular employee or employees if appropriate. The QRC will not be appointed as a standing committee.

(a) Upon request, the QRC shall then determine the employee's ability to "bump". The QRC may call upon the supervisor of the position in question or any other person they feel would be appropriate to assist them in understanding the required duties. After the QRC has received the list of qualifications, skills, and abilities from the

bumping employee, it shall review positions in the same job area that are less senior and equal to or below the grade level of the bumping employee.

(b) The QRC shall be a five member committee made up of two Association members recommended by the Association president, two management employees recommended by the Human Resources Director, and a mutually appointed fifth member selected from current County employees. The QRC's decisions shall be based on comparisons with the job description, established qualification, and the ability of the individual to perform the remaining required work without further training. It is understood that the QRC must make their determination on the assumption that the "bumping" employee will be able to perform the duties of the position within thirty (30) calendar days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after thirty (30) calendar days the "bumping" employee cannot perform the duties of the position. If such a case can be made, then the "bumped" employee shall be returned to their original position.

(c) Any decisions regarding layoff and recall made by the QRC shall be final and not be subject to arbitration.

5. Layoff Status and Recall.

Employees on layoff must notify the Human Resources Department in writing as to their present address and telephone number. This notice shall be updated quarterly or when there is any change, whichever is sooner. In addition, the employee shall advise the County when they are no longer available for recall. Failure to notify terminates any and all relationships with the County. Layoff status will automatically terminate after two (2) years.

(a) Employees shall be recalled to work in accordance with skills and ability to perform the required work as determined by the County without loss of seniority or benefits, subject to contract limitations. The minimum qualifications of the position will be determined through the position classification questionnaire (PCQ) and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities and a review of the laid off employee’s relative qualifications. Once determined, the minimum qualifications cannot be changed to preclude the ability of the laid off employee to be deemed qualified.

(b) The employee does have a right to appeal disagreement over recall to the QRC.

(c) Employees shall be recalled from layoff according to their length of service (more senior first, etc.). No new employees shall be hired by the County until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.

(d) Failure to accept recall from layoff or report within ten (10) working days after recall will terminate any and all relationships with the County.

6. Seniority.

(a) Seniority shall be defined as meaning an employee's total length of continuous service with the County since the employee's last date of hire; if equal, the employee's total length of unbroken service within a department; if equal, the total length of service within the employee's job classification. If all of the above elements are equal, the final determining factor will be the employee's documented work performance.

(b) Seniority shall be prorated for periods of part-time employment based on the employee's FTE (full-time equivalency).

(c) If an employee leaves a bargaining unit position for another non-bargaining unit position in the County, and then returns to a bargaining unit position, their seniority will only include time spent in a bargaining unit (including time in any County bargaining unit). It will not be the responsibility of the County to track this information. Should the Association believe that a particular employee has "non-bargaining unit" work time, the County will calculate the employee's bargaining unit seniority only when requested to do so in writing by the Association. Once a calculation is made, then the Association and the employee for which the calculation is made will be notified of the employee's bargaining unit time, which will then be used for determining the employee's layoff and recall seniority.

(d) Seniority will be terminated when the employee quits employment or is dismissed.

(e) For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unauthorized leave includes absences without proper approval and time off suspensions for disciplinary reasons.

(f) For purposes of bumping into the bargaining unit, seniority is defined as continuous service in the bargaining unit. If an employee has no time in the bargaining unit, the employee cannot bump into the bargaining unit. For all other purposes, including layoff and bumping within the bargaining unit, seniority is defined subject to Section 6(a), (b), (c), (d) and (e) above.

ARTICLE 23 – MISCELLANEOUS

1. Existing Conditions.

Matters of employment relations including but not limited to: direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. The County agrees to furnish to the Association President copies of all proposed changes in work rules and benefits and matters of employment relations. Any changes in existing employment relations shall first be negotiated with the Association.

2. Copies of the Collective Bargaining Agreement (CBA).

The collective bargaining agreement will be available on the County website. Employees may print a copy at work once per year.

3. Car as Condition of Employment.

No employee who works at pay grade 10 or below will be required to have a car as a condition of employment.

4. Rules, Department Policies and Employment Policies and Practices.

The Association will have a chance to review and input on Employment Policies and Practices (EPPs) referenced in the Employees' Association contract prior to implementation. Employees shall comply with all existing work rules, department policy, County Policy and Personnel Ordinance which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure. The County will comply with ORS 243.698 when the County seeks to change or create new policy or work rules.

5. Limited-Term Appointments.

Limited-term appointments shall not exceed one consecutive three (3) year period in the same position. Limited-term employees are covered by all provisions of this bargaining agreement except Article 22 (Layoff and Recall). The County shall provide the Union notification of limited term positions.

A current employee may apply for a limited term position. If the employee is selected to fill such position, the employee shall be entitled to return to the employee's former position and classification when the term expires if the former position still exists, or to an equivalent vacant position and classification for which they are qualified, or to a lower vacant position for which they are qualified at an equivalent rate of pay or a step that causes the least reduction in pay within their previous salary grade. The position vacated by the employee shall be backfilled by a limited term position of equivalent time.

6. Reorganization of a Department.

The County will provide the Association with advance notification of the reorganization of a department. The Association will be offered an opportunity for input, and if necessary, negotiations on the impact to affected employees. The Association will advise the County if it desires to negotiate the impact of such changes, subject to the normal Employment Relations Board test (permissive vs. mandatory) as to whether the issue is negotiable. Should the Association want input into the department change, it shall present a timely presentation of concerns to the County.

7. Electronic Mail.

(a) Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.

(b) "Collective bargaining matters" means any of the following:

i. official Association announcements to the Association membership (such as meeting subjects, dates and times);

ii. the meaning, interpretation or application of this Agreement;
iii. the presentation and adjustment of grievances to management under Article 14 (Settlement of Disputes) of this Agreement;
iv. matters directly related to the collective bargaining relationship between the County and the Association.

(c) Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:
i. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
ii. to ask a question regarding the meaning, interpretation, or application of this Agreement;
iii. to present a grievance regarding the meaning, interpretation or application of this Agreement;
iv. to request Association representation in matters concerning the meaning, application or interpretation of this Agreement.

(d) In addition to collective bargaining matters, Association representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Association.

(e) It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

(f) The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

8. Interview/Testing Time.

The County supports advancement and new job opportunities for employees and will allow three (3) hours on a calendar year basis to test or to attend job interviews for a different county position than currently held by an employee, if such test occurs during a time the employee is working. This does not entitle an employee to additional pay.

9. Over/Under Payments.

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

A. Underpayments

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Manager, and verification by the payroll division,

payment in correction of the error shall be made in the employee's paycheck for the current pay period.

B. Payments in Error

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

C. Repayment to the County

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

1. The County Payroll Manager shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
2. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
3. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (7) below.
4. If the overpayment amount to be repaid is more than twenty-five ($25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five ($25) dollars per payroll period. The employee may elect in writing a higher repayment amount. If an overpayment is less than twenty-five ($25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.
5. An employee who has a factual disagreement with the County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
6. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
7. Employees can elect to either establish a payment plan through payroll deductions as described under Article 23 (Miscellaneous), Section 9(C)(4) or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W-2 form by the amount repaid.

10. Video Cameras and GPS Data.

A. Video camera recordings and/or GPS data may be accessed, reviewed and preserved by the County for business reasons. Video recordings and GPS data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording and/or GPS data. In the event the County elects to review video and/or GPS data as part of an investigation, the County shall notify the Association and provide the Association with an opportunity to view the video and/or GPS data.

B. In the event information revealed on video camera and/or GPS data raises concerns regarding employee conduct, the County will retain the video recording and/or GPS data and agrees to provide a copy of the video recording and/or GPS data to the Association and the employee in advance of any pre-disciplinary meetings.

ARTICLE 24 - CLASSIFICATION/COMPENSATION REVIEW PANEL

The Classification/Compensation Review Panel (CCRP) shall be made up of three (3) members. One (1) member shall be selected by the Employees Association, one (1) member shall be selected by management, and one (1) member shall be mutually appointed from current County or Housing Authority employees, either from management or the bargaining unit. Within ten (10) calendar days from the date the written notice referred to in Article 10 (Wages), Section (1)(b) or notice from the Human Resources Director denying an appeal on a classification recommendation, is received, the Association will submit a written request to the Human Resources Director to have the matter forwarded to the CCRP. The Association and Human Resources staff may present information to the panel in support of their respective positions. The meeting shall take place during regularly scheduled business hours, but shall be limited to three (3) hours (two (2) hours for presentation of information and one (1) hour for the panel to deliberate). The CCRP shall review the reasons for the classification allocation and/or the salary range recommendation and may ask questions of the parties presenting information. Following the collection of information, the panel shall discuss their opinions with the Human Resources Director. The Human Resources Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Board of County Commissioners, or designee. The Human Resources Director shall include in this recommendation a summary of issues raised during the request for review process and the opinions of the panel. The Board of County Commissioners, or designee, shall have the final authority for all salary range determinations.

ARTICLE 25 - TERMINATION

1. This Agreement shall become effective July 1, ~~2024~~2027, or upon execution, whichever occurs later, except as otherwise agreed, and shall remain in full force and effect through June 30, ~~2027~~2029, or the date of signing a subsequent Agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, ~~2027~~2029, and each year thereafter unless either party shall notify the other in writing no later than January 1, ~~2027~~2029, that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than February 1st. In the event that notification of termination is given, it shall become effective thirty (30) days after the date of notice is received.

2. This Agreement may be amended at any time by mutual agreement of the Association and County; such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands

this _____ day of _____, ~~2025~~2026.

FOR THE ASSOCIATION: FOR THE COUNTY:

_____ _____

~~Katelyn Oldham~~Graham Hill, CCEA President~~Chief Negotiator~~
Chair, Board of County Commissioners

_____ _____

~~Alex Gonzalez~~Liane Kinnie, CCEA Vice-President
Recording Secretary

_____
Adam Collier, Chief Negotiator

Official Grievance Form

CLACKAMAS COUNTY &
CLACKAMAS COUNTY EMPLOYEES ASSOCIATION
OFFICAL GRIEVNACE FORM

Name of Employee (s):_____ Department/Division:_____

Classification (if applicable):_____Work Location:_____

Supervisor/Manager:_____

Statement of Grievance:
Contract Articles Allegedly Violated: _____
_____
_____

Facts /Circumstances that lead to alleged violation: _____
_____
_____
_____
_____
_____
_____
(Add more pages as necessary)

Date of Alleged Violation: _____
_____

Requested Remedy:_____
_____
(Add more pages as necessary)

Signature of Employee/Union:_____

Date:_____

Level	Date Presented to Management	Management Representative	Date Response Due	Disposition
Step 1				
Step 2				
Step 3				

ADDENDUM 1

While the County is on the Four Day Work Week the terms of the October 2008 Four Day Work Week MOU shall remain in effect.