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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 – Part-Time/Temporary. Agreement Value is $824,041 for two years. CCEA positions exist in nearly all funds and departments of the organization, with funding from various revenue sources, including $115,079 in 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-PT/Temporary 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-PT/Temporary CBA was $2,539,869.

The total estimated cost of the two-year extension for the CCEA-PT/Temporary CBA is $824,041. 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-PT/Temporary CBA is estimated at $3,363,910.

RECOMMENDATION: Staff recommend the Board approve the proposed two-year contract extension for the CCEA-PT/Temporary CBA, through June 30, 2029.

Respectfully submitted,

Evelyn Minor-Lawrence
Director, Department of Human Resources

For Filing Use Only

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION PART-TIME/TEMPORARY

CLACKAMAS COUNTY

2027-2029 AGREEMENT

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2024-2027
AGREEMENT
Between
CLACKAMAS COUNTY AND
CLACKAMAS COUNTY EMPLOYEES ASSOCIATION -
TEMPORARIES AND PART-TIME

PREAMBLE

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Clackamas County Employees Association - Temporaries and Part-Time, 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 allocated employees (regular part-time employees working less than 18.75 hours per week for 37.5-hour schedules and 19.75 hours per week for 40-hour schedules), and unallocated employees that are employed in County departments and divisions which are covered by the general agreement between the Clackamas County Employees' Association -Temporaries and Part-Time, and Clackamas County. Please refer to Article 13 for duration of employment and work hour limitations. Said allocated and unallocated employees that are supervisory or confidential or are exempt employees or elected officials under the County's Personnel Ordinance are not covered by this agreement.

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.

ARTICLE 3 - 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, an updated list of eligible members who have union dues deducted from their pay will be delivered to the Association.

3. Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of County paid time to inform new employees about the Association and to provide the new employee with a signature card in order to register for membership in the Association.

ARTICLE 4 - ASSOCIATION RIGHTS

1. 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.

2. New Employee Orientation.

The County will notify the Association monthly of all new employees who are members of the bargaining unit. The Association will be allowed to hold one (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Association members. One (1) Association 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 of selecting a time and County location with the least impact onto business. Attendance by the employees is voluntary and it is the Association's responsibility to notify the new employees of the meeting time and place.

3. Notification to County.

The Association shall advise the County in writing of the names of employees who are serving as Association representatives and shall also designate the departments/program(s) the Association representative represents. The County shall recognize only employees designated as Association representatives, officers of the Clackamas County Employees' Association (CCEA), and the CCEA Service Representative as official representatives in the administration of this agreement. Said list shall be updated as necessary.

4. 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 employees so designated and 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.

5. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, 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.

6. 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:

1. official Association announcements to the Association membership (such as meeting subjects, dates and times);
2. the meaning, interpretation or application of this Agreement;
3. the presentation and adjustment of grievances under Article 9 of this Agreement;
4. 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:

1. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
2. to ask a question regarding meaning, interpretation, or application of this Agreement;
3. to present a grievance regarding the meaning, interpretation or application of this Agreement;
4. to request 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 officer candidate elections, or otherwise).

7. 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 Association's 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.

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 Association 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 5 - PAID TIME OFF

1. Paid Time Off.

a. Employees may earn a bank of twenty-eight (28) hours per year under the following criteria:

   i. The employee must be employed continuously for two (2) years with no breaks in service.

   ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

   iii. The employee will be credited with a twenty-eight (28) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

   iv. There is no accumulation of hours that may be carried from one calendar year to another.

   v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

   vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

b. Employees may earn a bank of fifty-two (52) hours per year under the following criteria:

   i. The employee must be employed continuously for six (6) years with no breaks in service.

   ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

   iii. The employee will be credited with a fifty-two (52) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

   iv. There is no accumulation of hours that may be carried from one calendar year to another.

   v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

   vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

c. Employees may earn a bank of sixty-four (64) hours per year under the following criteria:

   i. The employee must be employed continuously for nine (9) years with no

breaks in service.

ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

iii. The employee will be credited with a sixty-four (64) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

iv. There is no accumulation of hours that may be carried from one calendar year to another.

v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

d. Employees may earn a bank of seventy-six (76) hours per year under the following criteria:

i. The employee must be employed continuously for twelve (12) years with no breaks in service.

ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

iii. The employee will be credited with a seventy-six (76) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

iv. There is no accumulation of hours that may be carried from one calendar year to another.

v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

e. In addition to the paid time off hours referenced above, effective January 1, 2025, employees may earn one personal holiday each year of ten (10) hours under the following criteria:

i. The employee must be employed continuously for at least twelve (12) consecutive months with no breaks in service.

ii. The employee will be credited with the ten (10) hours of personal holiday beginning the first of the calendar year following the year that the employee has met the first requirement listed above.

iii. There is no accumulation of personal holiday hours that may be carried from one calendar year to another.

iv. The personal holiday hours can only be used on one of the recognized holidays identified in Article 5 of the Main CCEA contract and must be used in a full day increment.

v. The employee will be paid for any unused personal holiday hours upon separation from County employment.

2. Sick Leave.

a. Effective January 1, 2016, the County will provide sick leave benefits to allocated (regular part-time employees working less than 18.75 hours per week for 37.5-hour schedules and 19.75 hours per week for 40-hour schedules) and unallocated employees.

b. Employees will accrue one (1) hour of sick leave for every thirty (30) hours worked with a maximum accrual of eighty (80) hours per year.

c. Employees may use sick leave in the event of illness or to care for a member of the employee's immediate family who is ill.

d. Employees may take up to forty (40) hours of sick leave in a calendar year.

e. Employees who separate from County employment and are rehired within one hundred and eighty (180) days will have their sick days restored upon rehire.

ARTICLE 6- CLASSIFICATIONS

1. Regular Classifications.

When new classifications are created or adjustments are made to existing salary grades or steps for regular Employees' Association classifications, these changes will automatically be implemented for the Part-Time/Temporary contract when there is an agreement. These changes will be implemented for the Part-Time/Temporary employees the first of the month after the Board of County Commissioners approve the new classification or grade change.

2. Special Title Jobs.

The Association will approve any new special title jobs that need to be created. These new special title jobs will be implemented for the Part-Time/Temporary employees the first of the next month following approval from the Association.

ARTICLE 7 – WAGES

1. General County and North Clackamas Parks and Recreation District (NCPRD).

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%.

All less than half time regular part time employees and temporary employees in regular classifications in general-county positions will be paid at the same salary schedule as the regular Employees Associations counterparts.

Whenever a regular part-time 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 one-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 one-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.

2. General County Departments Merit Schedule and North Clackamas Parks and Recreation District (NCPRD).

Employees are eligible for merit reviews within their job’s salary grade after every two years of employment with no break in service following their last merit review. Based on the number of annual hours worked during the first year within the two-year period and no breaks in service, an

employee may be eligible for an additional merit increase. Merit increase shall be three and one-half percent (3.5%).

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

3. North Clackamas Parks & Recreation District Work-Related Additional Certification Pay.

Employees are responsible for maintaining their own current certifications. The District shall pay for the cost of renewal of certifications (CPR/PR, Lifeguard, Foodhandlers) for current employees when it is required for their current job. In-service training for the purpose of renewal will be done on the North Clackamas Park and Recreation District's time when possible. If an employee is unable to attend a scheduled in-service training for the purpose of renewal, that employee will be responsible for obtaining the information on the employee's own time. Additional books or materials are the responsibility of each individual staff member.

4. Overtime/Compensatory Time.

The parties agree that all references to overtime or compensatory time pay shall be based on the scheduled hours of work for the affected employee. Employees normally scheduled for 37.5 hours per week, all work in excess of 7.5 hours per day or 37.5 hours per week shall be compensated at the overtime rate; for employees normally scheduled for 8 hours per day and five days per week, all work in excess of 8 hours per day or forty hours per week shall be compensated at the overtime rate; and in the case of employees normally scheduled to work ten hours per day and four days per week, all work in excess of 10 hours per day or forty hours per week shall be compensated at the overtime rate.

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.

Employees covered by this contract may accrue up to 40 hours of compensatory time with the approval of the department head.

5. 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 five percent (5%) of their base hourly rate which will be added to the employee's regular salary. The term "Required Use" shall be documented by an approved Temporary Classification Questionnaire and "Certification of Bilingual Requirement" form.

b. 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, performing bilingual duties. "Sporadic Use" shall be documented by an approved

"Certification of Bilingual Requirement" Form.

6. 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 or 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 7, Section 4).

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 8 – DISCIPLINE

Initial probationary employees and temporary employees are not protected by the just cause standard.

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.

All documented discipline shall be signed by the appropriate manager and placed in the employee's official personnel file maintained by Human Resources.

ARTICLE 9- SETTLEMENT OF DISPUTES

1. Grievance Procedure.

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

STEP 1. An Association representative, with or without the employee, may take up the grievance or dispute with the employee's divisional supervisor within ten (10) working days of its occurrence. The divisional supervisor, an Association representative, and the employee, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the division supervisor shall respond to the grievance within ten (10) working days.

STEP 2. If the grievance has not been settled, it may be presented in writing by the Association representative, or the Association grievance committee, to the department head or designee within ten (10) working days after the divisional supervisor's response is due. The department head, 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 department head or designee shall respond to the grievance within ten (10) working days. The grievance procedure ends at this step.

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

3. Step 1 may be skipped by mutual written agreement.

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

ARTICLE 10 - WORKERS' COMPENSATION

All part-time and temporary employees covered by this Agreement will be insured under the provisions of the Oregon State 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 the Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.

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 a longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of the injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of the injury, and is subject to the following conditions:

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

2. 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.

3. 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.

4. 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.

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 the Oregon Workers' Compensation Law.

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

Medical insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as the employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share.

The County may request the employee 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 11 – BENEFITS

Except as otherwise provided in this contract or by County policy, part-time and temporary employees are not provided benefits such as layoff and recall, holidays, sick leave (except as described in Article 5, Section 2), vacation leave or medical/dental coverage.

1. Employee Assistance Plan.

Full Employee Assistance benefits are available to all employees. The County will provide EAP services through the selected provider effective on the first day of the calendar month following the employee's date of hire.

2. Retirement Contributions.

PERS eligibility is subject to ORS 238.015. The County agrees to pay employee's share of the 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 state retirement account, County deferred compensation plan, or other individual retirement transitional 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.

ARTICLE 12 - HOURS OF WORK

1. Work Schedules.

Employees in this group shall be employed in work schedules consistent with the needs of the County. Regular work schedules may be arranged with approval of management. 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. To the extent possible, employees in this group shall be notified of their scheduled shift and its location more than forty-eight (48) hours before they are expected to work.

2. Meal and Rest Breaks.

A minimum of one fifteen (15) minute break shall be taken if an employee works greater than 2 hours at the mid-point of their shift. One fifteen (15)-minute break shall be taken at the approximate mid-point of both the first half and the second half of the shift. Two fifteen (15)-minute breaks shall be provided for each shift greater than six hours. A minimum of a one-half-hour unpaid lunch break shall be taken at the approximate mid-point of the shift if an employee works a minimum of six hours.

Rest Break and Meal Periods Required Based on Length of Work Period (chart taken from Bureau of Labor and Industries - OAR 839-020-0050)

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs, 1 min-5 hrs, 59 mins	1	0
6 hrs	1	1
6 hrs, 1 min-10 hrs	2	1
10 hrs, 1 min-13 hrs 59 mins	3	1

3. Employee Reporting Expectations.

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.

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. Employees can also check the Employee Hotline at 503.655.8468. If unable to establish contact with a department representative, employees should assume they are needed and 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 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 7 (Wages).

ARTICLE 13- DURATION OF EMPLOYMENT

1. Definitions.

Allocated employees: Allocated employees are those employees that occupy a regular budgeted position and work less than 18.75 hours for 37.5-hour schedules and 19.75 for 40-hour schedules. These employees are also known as regular less than 1/2 time part-time employees. These employees are limited to working 975 hours per calendar year for 37.5 hour schedules and 1027 hours per calendar year for 40 hour schedules.

Unallocated employees: Unallocated employees are those employees who do not occupy a regular budgeted position.

2. Unallocated Employees Annual Work Hours Limits.

Unallocated employees are limited to working 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-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. When an unallocated employee has used the allotted amount of hours for their cycle, they will be terminated. Unallocated employees who have been terminated due to exhausting their annual allotment of hours cannot be rehired until after the following November 1st. Work hours will be calculated based on the ACA look back cycle and include regular and overtime hours worked.

ARTICLE 14 - MISCELLANEOUS

1. Labor/Management.

The County and the Association have agreed to form a labor management committee with the following guidelines:

a. Membership.
The committee will be comprised of three (3) members and one (1) alternate representing the Association and three (3) representatives and one (1) alternate representing the County. Each party is entitled to have appropriate subject matter experts present as the committee meeting as need to discuss items on the agenda.

b. 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.

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

2. Drug and Alcohol Testing.

The County and the union agree to jointly develop and implement a drug and alcohol testing program for employees involved in life/safety activities in the Aquatics Park of the North Clackamas Parks and Recreation District. The labor and management committee will develop the standards for this program.

3. Uniform Policy – NCP&RD Aquatic Park.

a. Part time temporary lifeguards will receive one (1) guard swim suit. If the employee chooses to obtain additional swim suits, they may purchase them at cost.

b. Swim Instructors will receive one (1) instructor swim suit. If employees choose to obtain additional swim suits, they may purchase them at cost.

c. Dry employees will receive one (1) staff shirt. If the employee chooses to obtain additional staff shirts, they may purchase them at cost.

d. Uniform standards (cleanliness, condition) will be determined by management. In the event that uniforms are damaged at work by accident, the North Clackamas Parks and Recreation District will replace the uniform at no additional cost.

4. 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) 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.

The County Payroll Supervisor shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:

1. 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.
2. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (6) below.
3. 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 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.
4. 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.
5. 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.

6. Employees can elect to either establish a payment plan through payroll deductions as described under 14(4)(c) 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.

5. 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 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 recording and/or GPS data to the Association and the employee in advance of any pre-disciplinary meetings.

6. Travel Pay and Mileage Reimbursement.

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

7. 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.

ARTICLE 15 - SAVINGS CLAUSE

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

ARTICLE 16 – TERMINATION

1. This Agreement shall become effective July 1, 2027, or upon ratification, 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 - Part-Time & Temporaries:

Graham Hill, CCEA President

Liane Kinnie, CCEA Vice-President

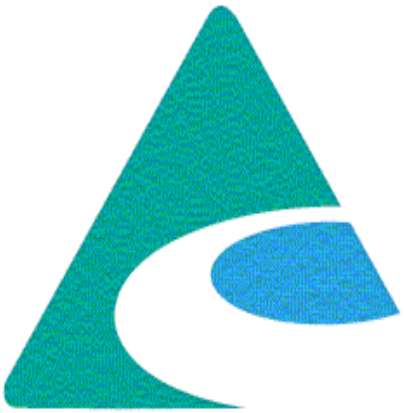
For the County:

Chair, Board of County Commissioners

Recording Secretary

Adam Collier, Chief Negotiator

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION PART-TIME/TEMPORARY



CLACKAMAS
COUNTY

~~2024-2027~~2027-2029

AGREEMENT

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2024-2027
AGREEMENT
Between
CLACKAMAS COUNTY AND
CLACKAMAS COUNTY EMPLOYEES ASSOCIATION -
TEMPORARIES AND PART-TIME

PREAMBLE

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Clackamas County Employees Association - Temporaries and Part-Time, 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 allocated employees (regular part-time employees working less than 18.75 hours per week for 37.5-hour schedules and 19.75 hours per week for 40-hour schedules), and unallocated employees that are employed in County departments and divisions which are covered by the general agreement between the Clackamas County Employees' Association -Temporaries and Part-Time, and Clackamas County. Please refer to Article 13 for duration of employment and work hour limitations. Said allocated and unallocated employees that are supervisory or confidential or are exempt employees or elected officials under the County's Personnel Ordinance are not covered by this agreement.

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, theright 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.

ARTICLE 3 - 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, an updated list of eligible members who have union dues deducted from their pay will be delivered to the Association.

3. Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of County paid time to inform new employees about the Association and to provide the new employee with a signature card in order to register for membership in the Association.

ARTICLE 4 - ASSOCIATION RIGHTS

1. 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.

2. New Employee Orientation.

The County will notify the Association monthly of all new employees who are members of the bargaining unit. The Association will be allowed to hold one (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Association members. One (1) Association 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 of selecting a time and County location with the least impact onto business. Attendance by the employees is voluntary and it is the Association's responsibility to notify the new employees of the meeting time and place.

3. Notification to County.

The Association shall advise the County in writing of the names of employees who are serving as Association representatives and shall also designate the departments/program(s) the Association representative represents. The County shall recognize only employees designated as Association representatives, officers of the Clackamas County Employees' Association (CCEA), and the CCEA Service Representative as official representatives in the administration of this agreement. Said list shall be updated as necessary.

4. 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 employees so designated and 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.

5. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, 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.

6. 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:

1. official Association announcements to the Association membership (such as meeting subjects, dates and times);
2. the meaning, interpretation or application of this Agreement;
3. the presentation and adjustment of grievances under Article 9 of this Agreement;
4. 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:

1. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
2. to ask a question regarding meaning, interpretation, or application of this Agreement;
3. to present a grievance regarding the meaning, interpretation or application of this Agreement;
4. to request 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 officer candidate elections, or otherwise).

7. 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 Association's 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.

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 Association 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 5 - PAID TIME OFF

1. Paid Time Off.

a. Employees may earn a bank of twenty-eight (28) hours per year under the following criteria:

i. The employee must be employed continuously for two (2) years with no breaks in service.

ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

iii. The employee will be credited with a twenty-eight (28) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

iv. There is no accumulation of hours that may be carried from one calendar year to another.

v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

vi. The employee will be paid for any paid time the employee has not used if that

employee is laid off or terminated during the fiscal year.

b. Employees may earn a bank of fifty-two (52) hours per year under the following criteria:

    i. The employee must be employed continuously for six (6) years with no breaks in service.

    ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

    iii. The employee will be credited with a fifty-two (52) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

    iv. There is no accumulation of hours that may be carried from one calendar year to another.

    v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

    vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

c. Employees may earn a bank of sixty-four (64) hours per year under the following criteria:

    i. The employee must be employed continuously for nine (9) years with no breaks in service.

    ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

    iii. The employee will be credited with a sixty-four (64) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

    iv. There is no accumulation of hours that may be carried from one calendar year to another.

    v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

    vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

d. Employees may earn a bank of seventy-six (76) hours per year under the following criteria:

    i. The employee must be employed continuously for twelve (12) years with no breaks in service.

ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

iii. The employee will be credited with a seventy-six (76) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.

iv. There is no accumulation of hours that may be carried from one calendar year to another.

v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.

vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

e. In addition to the paid time off hours referenced above, effective January 1, 2025, employees may earn one personal holiday each year of ten (10) hours under the following criteria:

i. The employee must be employed continuously for at least twelve (12) consecutive months with no breaks in service.

ii. The employee will be credited with the ten (10) hours of personal holiday beginning the first of the calendar year following the year that the employee has met the first requirement listed above.

iii. There is no accumulation of personal holiday hours that may be carried from one calendar year to another.

iv. The personal holiday hours can only be used on one of the recognized holidays identified in Article 5 of the Main CCEA contract and must be used in a full day increment.

v. The employee will be paid for any unused personal holiday hours upon separation from County employment.

2. Sick Leave.

a. Effective January 1, 2016, the County will provide sick leave benefits to allocated (regular part-time employees working less than 18.75 hours per week for 37.5-hour schedules and 19.75 hours per week for 40-hour schedules) and unallocated employees.

b. Employees will accrue one (1) hour of sick leave for every thirty (30) hours worked with a maximum accrual of eighty (80) hours per year.

c. Employees may use sick leave in the event of illness or to care for a member of the employee's immediate family who is ill.

d. Employees may take up to forty (40) hours of sick leave in a calendar year.

e. Employees who separate from County employment and are rehired within one hundred and eighty (180) days will have their sick days restored upon rehire.

ARTICLE 6- CLASSIFICATIONS

1. Regular Classifications.

When new classifications are created or adjustments are made to existing salary grades or steps for regular Employees' Association classifications, these changes will automatically be implemented for the Part-Time/Temporary contract when there is an agreement. These changes will be implemented for the Part-Time/Temporary employees the first of the month after the Board of County Commissioners approve the new classification or grade change.

2. Special Title Jobs.

The Association will approve any new special title jobs that need to be created. These new special title jobs will be implemented for the Part-Time/Temporary employees the first of the next month following approval from the Association.

ARTICLE 7 – WAGES

1. General County and North Clackamas Parks and Recreation District (NCPRD).

~~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 equal to 4.1% of the employee's gross pay earnings 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%.

All less than half time regular part time employees and temporary employees in regular classifications in general-county positions will be paid at the same salary schedule as the regular Employees Associations counterparts.

Whenever a regular part-time 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 one-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 one-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.

2. General County Departments Merit Schedule and North Clackamas Parks and Recreation District (NCPRD).

Employees are eligible for merit reviews within their job's salary grade after every two years of employment with no break in service following their last merit review. Based on the number of annual hours worked during the first year within the two-year period and no breaks in service, an employee may be eligible for an additional merit increase. Merit increase shall be three and one-half percent (3.5%).

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

3. North Clackamas Parks & Recreation District Work-Related Additional Certification Pay.

Employees are responsible for maintaining their own current certifications. The District shall pay for the cost of renewal of certifications (CPR/PR, Lifeguard, Foodhandlers) for current employees when it is required for their current job. In-service training for the purpose of renewal will be done on the North Clackamas Park and Recreation District's time when possible. If an employee is unable to attend a scheduled in-service training for the purpose of renewal, that employee will be responsible for obtaining the information on the employee's own time. Additional books or materials are the responsibility of each individual staff member.

4. Overtime/Compensatory Time.

The parties agree that all references to overtime or compensatory time pay shall be based on the scheduled hours of work for the affected employee. Employees normally scheduled for 37.5 hours per week, all work in excess of 7.5 hours per day or 37.5 hours per week shall be compensated at the overtime rate; for employees normally scheduled for 8 hours per day and five days per week, all work in excess of 8 hours per day or forty hours per week shall be compensated

at the overtime rate; and in the case of employees normally scheduled to work ten hours per day and four days per week, all work in excess of 10 hours per day or forty hours per week shall be compensated at the overtime rate.

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.

Employees covered by this contract may accrue up to 40 hours of compensatory time with the approval of the department head.

5. 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 five percent (5%) of their base hourly rate which will be added to the employee's regular salary. The term "Required Use" shall be documented by an approved Temporary Classification Questionnaire and "Certification of Bilingual Requirement" form.

b. 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, performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

6. 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 or 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 7, Section 4).

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 8 – DISCIPLINE

Initial probationary employees and temporary employees are not protected by the just cause standard.

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.

All documented discipline shall be signed by the appropriate manager and placed in the employee's official personnel file maintained by Human Resources.

ARTICLE 9- SETTLEMENT OF DISPUTES

1. Grievance Procedure.

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

STEP 1. An Association representative, with or without the employee, may take up the grievance or dispute with the employee's divisional supervisor within ten (10) working days of its occurrence. The divisional supervisor, an Association representative, and the employee, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the division supervisor shall respond to the grievance within ten (10) working days.

STEP 2. If the grievance has not been settled, it may be presented in writing by the Association representative, or the Association grievance committee, to the department head or designee within ten (10) working days after the divisional supervisor's response is due. The department head, 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 department head or designee shall respond to the grievance within ten (10) working days. The grievance procedure ends at this step.

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

3. Step 1 may be skipped by mutual written agreement.

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

ARTICLE 10 - WORKERS' COMPENSATION

All part-time and temporary employees covered by this Agreement will be insured under the provisions of the Oregon State 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 the Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.

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 a longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of the injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of the injury, and is subject to the following conditions:

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

2. 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.

3. 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.

4. 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.

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 the Oregon Workers' Compensation Law.

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

Medical insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as the employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share.

The County may request the employee 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 11 – BENEFITS

Except as otherwise provided in this contract or by County policy, part-time and temporary employees are not provided benefits such as layoff and recall, holidays, sick leave (except as described in Article 5, Section 2), vacation leave or medical/dental coverage.

1. Employee Assistance Plan.

Full Employee Assistance benefits are available to all employees. The County will provide EAP services through the selected provider effective on the first day of the calendar month following the employee's date of hire.

2. Retirement Contributions.

PERS eligibility is subject to ORS 238.015. The County agrees to pay employee's share of the 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 state retirement account, County deferred compensation plan, or other individual retirement transitional 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.

ARTICLE 12 - HOURS OF WORK

1. Work Schedules.

Employees in this group shall be employed in work schedules consistent with the needs of the County. Regular work schedules may be arranged with approval of management. 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. To the extent possible, employees in this group shall be notified of their scheduled shift and its location more than forty-eight (48) hours before they are expected to work.

2. Meal and Rest Breaks.

A minimum of one fifteen (15) minute break shall be taken if an employee works greater than 2 hours at the mid-point of their shift. One fifteen (15)-minute break shall be taken at the approximate mid-point of both the first half and the second half of the shift. Two fifteen (15)-minute breaks shall be provided for each shift greater than six hours. A minimum of a one-half-hour unpaid lunch break shall be taken at the approximate mid-point of the shift if an employee works a minimum of six hours.

Rest Break and Meal Periods Required Based on Length of Work Period (chart taken from Bureau of Labor and Industries - OAR 839-020-0050)

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs, 1 min-5 hrs, 59 mins	1	0
6 hrs	1	1
6 hrs, 1 min-10 hrs	2	1
10 hrs, 1 min-13 hrs 59 mins	3	1

3. Employee Reporting Expectations.

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.

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. Employees can also check the Employee Hotline at 503.655.8468. If unable to establish contact with a department representative, employees should assume they are needed and 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 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 7 (Wages).

ARTICLE 13- DURATION OF EMPLOYMENT

1. Definitions.

Allocated employees: Allocated employees are those employees that occupy a regular budgeted position and work less than 18.75 hours for 37.5-hour schedules and 19.75 for 40-hour schedules. These employees are also known as regular less than 1/2 time part-time employees. These employees are limited to working 975 hours per calendar year for 37.5 hour schedules and 1027 hours per calendar year for 40 hour schedules.

Unallocated employees: Unallocated employees are those employees who do not occupy a regular budgeted position.

2. Unallocated Employees Annual Work Hours Limits.

Unallocated employees are limited to working 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-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. When an unallocated employee has used the allotted amount of hours for their cycle, they will be terminated. Unallocated employees who have been

terminated due to exhausting their annual allotment of hours cannot be rehired until after the following November 1st. Work hours will be calculated based on the ACA look back cycle and include regular and overtime hours worked.

ARTICLE 14 - MISCELLANEOUS

1. Labor/Management.

The County and the Association have agreed to form a labor management committee with the following guidelines:

a. Membership.
The committee will be comprised of three (3) members and one (1) alternate representing the Association and three (3) representatives and one (1) alternate representing the County. Each party is entitled to have appropriate subject matter experts present as the committee meeting as need to discuss items on the agenda.

b. 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.

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

2. Drug and Alcohol Testing.

The County and the union agree to jointly develop and implement a drug and alcohol testing program for employees involved in life/safety activities in the Aquatics Park of the North Clackamas Parks and Recreation District. The labor and management committee will develop the standards for this program.

3. Uniform Policy – NCP&RD Aquatic Park.

a. Part time temporary lifeguards will receive one (1) guard swim suit. If the employee chooses to obtain additional swim suits, they may purchase them at cost.

b. Swim Instructors will receive one (1) instructor swim suit. If employees choose to obtain additional swim suits, they may purchase them at cost.

c. Dry employees will receive one (1) staff shirt. If the employee chooses to obtain additional staff shirts, they may purchase them at cost.

d. Uniform standards (cleanliness, condition) will be determined by management. In the event that uniforms are damaged at work by accident, the North Clackamas Parks and Recreation District will replace the uniform at no additional cost.

4. 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) 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.

The County Payroll Supervisor shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:

1. 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.
2. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (6) below.
3. 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 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.
4. 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.

5. 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.
6. Employees can elect to either establish a payment plan through payroll deductions as described under 14(4)(c) 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.

5. 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 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 recording and/or GPS data to the Association and the employee in advance of any pre-disciplinary meetings.

6. Travel Pay and Mileage Reimbursement.

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

7. 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.

ARTICLE 15 - SAVINGS CLAUSE

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and

unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 16 – TERMINATION

1. This Agreement shall become effective July 1, ~~2024~~2027, or upon ratification, 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 - Part-Time & Temporaries:	**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