

STATE OF OREGON, EMPLOYMENT RELATIONS BOARD

**UNFAIR LABOR PRACTICE COMPLAINT
AGAINST PUBLIC EMPLOYER**

ERB Case No. provided upon filing

Case No.: UP-029-26

Date Filed: 03/24/26

File your complaint (with any attachments) and pay the \$300 filing fee on our online [Case Management System-CMS](#). Alternative filing options detailed in the instructions.

If using our online CMS, you will be directed to a payment option to pay the required \$300 filing fee. At this time, only ACH payments (*i.e.*, those using a checking account) can be processed through our CMS—**credit card payments are not currently supported**. If you do not use our online payment system, you may also mail the \$300 filing fee, or make arrangements with an ERB staff member for in-person delivery. Your filing is not complete until the \$300 is paid. There is an additional \$25 fee to file a document by fax.

1. COMPLAINANT

Name, address, phone number, and email address.

2. COMPLAINANT’S REPRESENTATIVE

Name, address, phone number, and email address.

3. RESPONDENT (EMPLOYER)

Name, address, phone number, and email address.

4. RESPONDENT’S REPRESENTATIVE

Name, address, phone number, and email address.

5. Complainant alleges that Respondent has violated the following section(s) of ORS chapter 243 of the Public Employee Collective Bargaining Act, which make it an unfair labor practice for a public employer or its designated representative to (check all that apply):

243.672(1)(a): Interfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in ORS 243.662.

243.672(1)(b): Dominate, interfere with or assist in the formation, existence or administration of any employee organization.

243.672(1)(c): Discriminate in regard to hiring, tenure or any terms or condition of employment for the purpose of encouraging or discouraging membership in an employee organization.

243.672(1)(d): Discharge or otherwise discriminate against an employee because the employee has signed or filed an affidavit, petition or complaint or has given information or testimony under ORS 243.650 to 243.809.

243.672(1)(e): Refuse to bargain collectively in good faith with the exclusive representative.

243.672(1)(f): Refuse or fail to comply with any provision of ORS 243.650 to 243.809.

243.672(1)(g): Violate the provisions of any written contract with respect to employment relations including an agreement to arbitrate or to accept the terms of an arbitration award, where previously the parties have agreed to accept arbitration awards as final and binding upon them.

243.672(1)(h): Refuse to reduce an agreement, reached as a result of collective bargaining, to writing and sign the resulting contract.

243.672(1)(i): Violate ORS 243.670(2), relating to the use of public funds to support actions to assist, promote or deter union organizing.

243.672(1)(j): Attempt to influence an employee to resign from or decline to obtain membership in a labor organization.

243.672(1)(k): Encourage an employee to revoke an authorization for the deductions described under ORS 243.809.

243.752: Refuse or fail to comply with any provision of a final and binding arbitration award.

6. This Complaint includes the following requests (check all that apply):

A request that the Board award a civil penalty, pursuant to ORS 243.676(4) and OAR 115-035-0075.

A request that the Board order reimbursement of the filing fee, pursuant to ORS 243.672(6) and OAR 115-035-0075.

A request that the Board expedite all or part of this Complaint, pursuant to OAR 115-035-0060.

7. Statement of Claims

You must attach a statement of claims to this Complaint. The statement must provide the following information:

- A clear and concise statement of the facts involved in each alleged unfair labor practice (including relevant dates, names, places, and actions);
- A specific reference to each section and subsection of the law allegedly violated; and
- A brief description of the remedies Complainant is seeking.

If you refer to documents in the statement of claims, you may attach copies of those documents to the statement.

If you are requesting a civil penalty and/or filing-fee reimbursement, the statement of claims must also include an explanation of why you believe a civil penalty and/or filing-fee reimbursement is appropriate in your case, and a clear and concise statement of the facts alleged in support of the request(s). *See* OAR 115-035-0075.

If you are requesting expedited processing, you must also provide the affidavit required by the Board's rules. *See* OAR 115-035-0060.

I certify that the statements in this Complaint and the attached statement of claims are true to the best of my knowledge and information.

By: Katelyn Oldham
Signature of Complainant or Complainant's Representative

Title

Date

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Serving Workers, Labor & Progressive Organizations

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UNFAIR LABOR PRACTICE COMPLAINT
EXPEDITED HEARING AND INJUNCTIVE RELIEF REQUESTED
Clackamas County Employees Association

v.

Clackamas County

STATEMENT OF CLAIMS

A. FACTS.

1. Clackamas County Employees Association (“the Association”) and Clackamas County (“the County”) are parties to three collective bargaining agreements (“CBAs”). The three Association bargaining units are the “Main,” “Housing Authority (HA),” and “Employees Association Part-Time and Temporary (EAT).” See Exhibits C-1, C-2, and C-3. The parties ratified these CBAs on April 23, 2025. The current CBAs are effective through June 30, 2027.
2. The Association is the exclusive representative of the largest group of employees in the County, with more than 1000 employees altogether.
3. Around the end of September 2025, the County began to announce layoffs of represented employees due to the end of some CareOregon funds and moved to initiate layoffs, “the CareOregon layoffs.” The parties have a longstanding practice of Association representatives attending layoff meetings with the members and of helping members to navigate the layoff and bumping process

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that is shepherded by Labor Relations/Human Resources. During those CareOregon layoff processes, Association representatives attended layoff meetings with members and helped them to navigate the bumping process. Association representatives had to intervene with Labor Relations/Human Resources to ensure member rights were honored and that the layoff and bumping process outlined in the CBA was followed. One of the Association representatives who attended those meetings was denied union release pay and instead had approximately 40 hours of vacation leave taken to cover the meetings. Other Association representatives were able to use union release pay for those meetings. The Association filed a grievance about the issue on October 23, 2025, alleging violations of Article 17 (Association Rights), 22 (Layoff and Recall), and 23 (Existing Conditions) of the CBA. That grievance is still active. As that layoff and bumping process concluded, Association officers met with County managers to report on how the CareOregon layoff processes deviated from the CBA and past practice and were challenging for members and the Association.

4. In early February of 2026, the Association learned that the County was engaging in a reorganization of the Behavioral Health department. The County had provided no notice to the Association of this reorganization. The Association issued a demand to bargain over the reorganization on or about February 5, 2026. See Exhibit C-4. On February 10, 2026, the County asserted that they did not view the changes in Behavioral Health as a reorganization and denied the request to bargain. See Exhibit C-5. On March 10, 2026, the Association issued a

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request for information to the County regarding what it believed was a reorganization of the Behavioral Health department. See Exhibit C-6. On March 18, 2026, the County issued a notice to the Association that, as a result of what the County calls a “restructuring” in Behavioral Health the County will be laying off several employees in that department and reassigning others. See Exhibit C-7.

5. On March 18, 2026, the County also notified the Association that there would be additional layoffs not only within the Behavioral Health department but also in some other departments within Health, Housing, and Human Services department (H3S). See Exhibit C-8. The County asserted that Association representatives would not be permitted to attend layoff meetings with members. Around the same time, the Association learned that some members had already had meetings with the County about their impending layoffs earlier in the week without the Association’s knowledge and that, when a member requested an Association representative at the meeting, they were denied representation. The County also informed the Association that there would no longer be one-on-one meetings with members to discuss the layoff and bumping process but instead there would be a mass layoff meeting described as a “Workforce Reduction” meeting that all affected Association members would attend and that Association representatives would be excluded from.
6. The Association has historically played a role in assisting members during the layoff and bumping process, which is complex. For example, employees are permitted to bump into positions they are qualified for, not only into the classification that they hold. The County has consistently held layoff meetings

one-on-one with employees and allowed an Association representative to attend. By participating in these layoff meetings, the Association representative has been able to inform bargaining union members about their rights under the CBA and correct any misinformation that some newer County HR personnel have provided about bumping processes.

7. On March 19, 2026, the County issued by email approximately 11 notices of layoff to members in various departments within the Health, Housing, and Human Services department (H3S), including members in the BHD that had been the subject of the Association's February 5, 2026, demand to bargain. With these layoff notices, the County has further obstructed and interfered with the Association's attempt to aid its bargaining unit members during the layoff process. The County has also concealed information about the layoff from the Association and made unilateral changes to the layoff process without informing the Association. The County's actions, described below, are violations of the PECBA, the parties' CBAs, and the parties' past practice.
8. **The County has concealed information in response to information requests:** Sometime on or after March 13, the Association became aware that the County's Labor Relations Manager, Ryan Miller, sent written communications to County managers announcing changes to the layoff process. The County did not give the Association notice about these changes. The written communication from Labor Relations explicitly told managers only to share information about the changes only with other "managers/supervisors." See Exhibit C-9. Those changes

included an instruction to managers that Association representatives were to be excluded from layoff meetings. *Id.* at page 5.

9. After the Association learned of this communication, the Association informally requested the County share any communications about changes to the County's layoff procedures. The County avoided acknowledging such a communication existed.
10. Subsequently, the Association sent a Request for Information to the County requesting a copy of the written communications about changes to layoff procedure. See Exhibit C-10. In response to the RFI, the County repeatedly avoided acknowledging that any such communication existed, effectively denying the request for information through concealment. *Id.*
11. The written communication about changes to layoff procedure *does* exist, and the County made demonstrably false statements to the Association by denying it. The Association obtained a copy of the communication, attached as Exhibit C-9. The documents show that the County approved new layoff procedures on March 4, 2026, but never notified the Association and certainly never gave the Association the ability to bargain over any of these changes to existing layoff procedures.
12. **The County made unilateral changes to layoff procedure by changing Position Classification Questionnaires:** Association members' position qualifications are determined through position qualification questionnaires, or PCQs. In the most recent contract negotiations, the parties agreed that the minimum qualifications set by PCQs cannot be changed to preclude the ability of a laid off employee to

be deemed qualified for a position to bump into or upon recall to work. See Exhibit C-1 at 45 (Article 22, section 5).

13. Upon information and belief, in or around March 2025, the County's Human Resources department and/or County management ordered managers to update the PCQs for employees subject to layoff and others in the department. Such changes may prevent some employees from being able to bump and from being recalled to their positions, thwarting the bumping and recall process and directly contravening the Association's bargained-for layoff protections, particularly newly bargained processes for qualification determination for the purpose of recall. The County again ordered managers to do this secretly, without notifying the Association. The County's actions are both a unilateral change to a mandatory subject of bargaining and a violation of the parties' CBAs. A separate grievance was filed on or about March 20, 2026, relating to various contract violations relating to the layoff procedures in this instance.
14. **The County announced it is excluding the Association from layoff meetings:**
On or about March 19, 2026, the Association learned that the County is excluding union representatives entirely from any layoff meetings with affected bargaining unit members. Association representatives have historically attended these meetings as a right under Article 17 and have received paid union release time to support members, administer the contract (particularly Article 22), and facilitate information exchange.
15. On March 19, 2026, the County also announced that instead of holding one-on-one meetings with employees subject to layoff, it would hold a single mass layoff

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meeting with all laid off employees. That meeting is scheduled for Tuesday, March 24, 2026. The County informed the Association that its representatives are barred from attending this meeting.

16. Holding a mass layoff meeting without Association representatives present violates the past practice between the parties and prevents the Association from being able to administer the contract and frustrates its ability to serve as the exclusive representative of employees subject to layoff.
17. Based on information and belief, the County intends to hold additional meetings with laid off members to determine bumping, seniority, and other rights under the contract without permitting Association representatives to be present at these meetings.
18. **The layoffs target Association members who have engaged in protected activity.** The County's latest round of layoffs disproportionately targets Association members who have filed grievances, complaints against management, or have invoked other workplace protections, including FMLA and disability leave. This includes Association members with open, ongoing grievances. The County has illegally targeted these employees for retaliation because they engaged in protected activity and to discourage union activity.
19. Based on information and belief, many of these laid off employees' positions are not affected by County funding shortfalls or other budgetary constraints and some of the positions targeted for elimination are funded by designated tax revenue and other funding sources that are not in jeopardy. Based on information and belief, employees targeted for layoff are in essence being

terminated without just cause because they have engaged in PECBA-protected activity.

20. **Expedited Hearing Request:** Association members are facing immediate, irreversible harm due to the County's unlawful actions. Because the above-described unilateral changes to layoff procedure and the obfuscation from the County will imminently result in Association members being laid off without receiving protections guaranteed by the PECBA and their CBAs, the Association respectfully requests that the Board expedite this complaint pursuant to OAR 115-035-0060. The Association has filed an affidavit pursuant to OAR 115-035-0060(2) with this complaint.

B. VIOLATIONS OF LAW.

1. The actions described herein violate ORS 243.672(1)(a), (c), (e), and (g).
2. The County violated ORS 243.672(1)(a) and (1)(c) by the actions described in paragraphs 18 and 19. By targeting Association members who engaged in protected activity for layoff, the County interfered with and discriminated against members who exercised rights guaranteed under the PECBA. The County's actions will have a chilling effect of undermining the Association and discouraging union membership.
3. The County violated ORS 243.672(e) by the following actions:
 - i. Paragraphs 8-11 demonstrate the County violated (1)(e) by failing to provide an adequate and accurate response to the Association's information request. The County's denial that the requested documents existed was, simply, false.

- ii. Paragraphs 4-7 and 12-19 demonstrate that the County made unilateral changes to a mandatory subject of bargaining without providing the Association with notice or the opportunity to bargain by: changing layoff procedures without notifying the Association; denying Association representatives the use of union release time to attend one-on-one layoff meetings; ordering managers to change the PCQs, further altering layoff procedure; excluding Association representatives from layoff meetings; and announcing a mass layoff meeting without Association participation, which has never been a practice between the parties and is yet another unilateral change to established layoff procedure.
4. The County violated ORS 243.672(1)(f), as described in paragraph 4, when it refused the Association's demand to bargain about layoffs, a violation of ORS 243.698.
 5. The County violated ORS 243.672(1)(g), as described in paragraphs 4-7 and 12-19 by violating the parties' CBAs, specifically contract articles governing Association Rights (Article 17), Layoff and Recall (Article 22), and Existing Conditions (Article 23, Section 1). The Association has filed grievances on these issues.

C. REMEDY REQUESTED.

1. The Association seeks **injunctive relief** to prevent the County from holding layoff meetings without including Association representatives, from changing layoff procedures unilaterally, and from altering members' PCQs, pursuant to

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the Board's authority to take necessary affirmative action to effectuate the purposes of the PECBA under ORS 243.676(2)(c).

2. The Association seeks an Order finding that the County violated ORS 243.672 (1)(a), (c), (e), (f), and (g) of the PECBA.
3. The Association seeks an Order compelling the County to post and distribute by e-mail to all Association members a ruling that the County engaged in these unfair labor practices, should the Board issue such a ruling.
4. The Association seeks reimbursement of its filing fee and representation costs.
5. The Association seeks a \$1,000 penalty against the County due to its egregious and continuous violations of the PECBA, including refusal to engage in good faith bargaining under (1)(e) and discrimination against Association members under (1)(a) and (1)(c).

Dated this 24th day of March, 2026.

OLDHAM LAW OFFICE, LLC

s/Katelyn S. Oldham

Katelyn S. Oldham, OSB #174131

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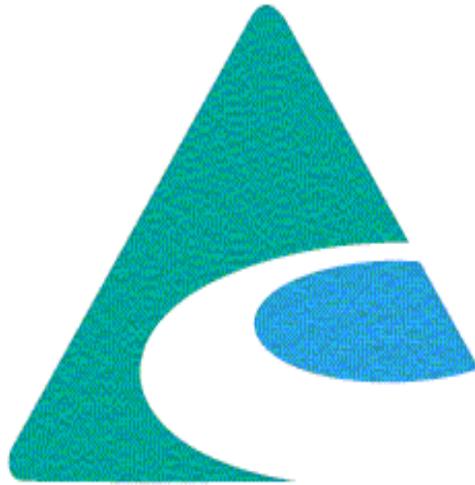
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Exhibit C-1

**CLACKAMAS COUNTY
EMPLOYEES' ASSOCIATION**



CLACKAMAS
C O U N T Y

**2024-2027
AGREEMENT**

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AGREEMENT

between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

PREAMBLE

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

The parties agree as follows:

ARTICLE 1 - RECOGNITION

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

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

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

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

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

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.
2. The determination of the County's financial, budgetary and accounting procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to establish or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract any work. Provided, however, that prior to entering into a contract or subcontract for services which would directly eliminate more than one full-time bargaining unit position, the Association will be given, in writing, at least thirty (30) calendar days' notice. The Association will be afforded, at their request, an opportunity to meet and receive relevant information, an opportunity to present its position to the Board of County Commissioners prior to Board action related to such contracting or subcontracting and the right to bargain the impact. However, in a reorganization, an expenditure reduction of less than ten percent (10%) would not be considered "contracting out". The Board of County Commissioners retains full authority to let contracts as they believe to be appropriate.
4. The parties recognize that change is ongoing, rapid and accelerating and that employee involvement in formulating proposals often leads to improved decision making. The Association agrees to allow management to ask/assign its members to various task forces, work groups or committees. Recommendations that affect working conditions are subject to all the requirements of the Public Employee Collective Bargaining Act (PECBA).

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

ARTICLE 3 - HOURS OF WORK

1. Regular Hours.

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

2. Work Week.

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

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

Regular Schedule:

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

Paid Holiday Value: 7.5, 8, 9.5, or 10

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

Alternate Schedule:

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

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

Paid Holiday Value

If you work:

5 days, 37.5 hours a week, holiday is equal to 7.5 hours

5 days, 40 hours a week, holiday is equal to 8 hours

4 days, 37.5 hours a week, holiday is equal to 9.5 hours

4 days, 40 hours a week, holiday is equal to 10 hours

Weekly OT Threshold

If you work:

5 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week

5 days, 40 hours a week, overtime is paid after 40 hours in a work week

4 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week

4 days, 40 hours a week, overtime is paid after 40 hours in a work week

Flexible Schedule:

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

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

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

3. Continuous Operation.

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

4. Work Schedule Changes and Notice.

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

5. Rest Periods.

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

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

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

6. Seniority For Shift Scheduling.

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

7. Employee Reporting Expectations.

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

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

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

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

8. Essential Employee Designation and Disclosure.

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

9. Hybrid and Remote Work.

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

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

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

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

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

ARTICLE 4 - REDUCED WORKWEEK SCHEDULE

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

1. Where practicable and equitable, the reduced workweek will be uniform to all employees in the unit affected.
2. That such reduced workweek shall be for a specific period of time, which shall be determined at the time of establishing the reduced workweek.
3. Fringe benefits will continue for employees on reduced workweek within contractual limits of this agreement and contracts with insurers. Part-time limitations will apply when appropriate.

ARTICLE 5 - HOLIDAYS

1. Holidays.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Holiday During Leave.

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

5. Holiday Work.

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

6. Part-time Employee Holidays.

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

ARTICLE 6- SICK LEAVE

1. Accrual.

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

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

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

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

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

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

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

2. Bereavement Leave.

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

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

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

3. Immediate Family.

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

4. Conversion to Retirement Benefit.

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

5. Hours Charged.

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

6. Parental Leave.

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

7. Vacation Option.

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

8. Family Medical Leave and Other Protected Leaves.

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

ARTICLE 7 - VACATION LEAVE

1. Accrual.

A. Vacation Option – New Hires.

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

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

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

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

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

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

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

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

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

1. Employees having served in the County service for one (1) full-calendar month consistent with subsection C. below shall be credited, with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service. Vacation leave not to accumulate beyond 250 hours.
2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back up to sixty (60) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.
3. Employees hired prior to January 1, 2001 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to the employee's previous accrual schedule.

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

1. 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or
2. 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Vacation Times.

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

3. Termination or Death.

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

4. Hours Charged.

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

ARTICLE 8 - OTHER LEAVES

1. Leave of Absence.

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

2. Jury Duty.

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

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

3. Educational Leave.

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

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

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

4. Major Emergencies, Disasters or Inclement Weather.

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

ARTICLE 9 - HEALTH AND WELFARE

1. Medical Coverage.

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

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

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

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

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

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

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

2. Benefits.

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

3. Life Insurance.

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

4. Dental Insurance.

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

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

5. Disability Income Insurance.

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

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

6. Reinstatement From Medical Layoff.

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

7. Less than Full-Time Employees.

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

8. Benefit Waiting Period.

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

9. Benefits Review Committee.

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

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

Management membership will consist of voting members in a number equal to the voting

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

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

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

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

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

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

10. Plan Changes Required by Law or Insurance Carrier.

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

11. Health Reimbursement Account (HRA).

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

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

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

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

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

12. Deferred Compensation Plan.

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

ARTICLE 10 - WAGES

1. Wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Overtime.

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

(a) Regular Schedule:

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

(b) Alternative Schedule:

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

(c) Flexible Schedule:

The overtime threshold will be the same as the employee's regular or alternative schedule as set in the timekeeping system.

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

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

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

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

3. Travel Pay and Mileage Reimbursement.

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

4. Retirement Contributions.

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

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

5. Longevity.

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

<u>Years</u>	<u>Percent</u>
5	1.5
10	2.0
15	2.5
20	3.0
25	3.5
30	4.0

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

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

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

6. Computation of Hourly Rate.

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

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

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

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

7. Shift Differential.

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

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

8. On-Call Pay.

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

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

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

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

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

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

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

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

10. Bilingual Skills Pay.

- A. When a position requires an employee to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional five percent (5%) of base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire and "Certification of Bilingual Requirement" Form.
- B. It is not the intent of the parties that the re-designation of a position to "bilingual required" would be done for the sole purpose of superseding the layoff provisions of this agreement.
- C. When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL), is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional five percent (5%) of their base hourly rate for actual time, rounded up to the nearest fifteen minutes, for performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

11. Travel Time.

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

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

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

B. "Hours worked" does not include:

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

C. Training Time

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

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

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

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

12. DPSST Certification.

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

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

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

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

13. Stipend for Required Clothing.

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

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

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

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

DEFINITIONS

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

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

COMPENSATION

1. Staff working on-call hours will receive straight time equal to twenty-five percent (25%) of their regular hourly rate for each hour they are on-call.
2. In addition, staff shall receive time and one-half for any call worked time during their on-call hours.
3. Compensation for call work time may be taken as overtime pay or added to the compensatory time bank by employee choice (following guidelines in Article 10 (Wages), Section 2 (Overtime)).
4. Employees responding to a call shall receive mileage reimbursement portal to portal.

DUTIES AND RESPONSE TIME REQUIREMENTS:

1. On-call staff are expected to respond to phone calls within ten (10) minutes of being contacted.
2. On-call staff are expected to respond on-site within one (1) hour of the decision to dispatch if not sooner to provide mobile crisis intervention services.
3. Staff will complete required documentation during their on-call shift whenever possible. If not possible (i.e., the team member is providing a mobile crisis intervention service until the end of their on-call shift), staff will notify the Mobile Crisis Supervisor and arrange additional time to complete the documentation. All documentation should be completed within twenty-four (24) hours of a clinical intervention (for both phone and face-to-face mobile responses).

ARTICLE 12 – SCHOOL-BASED HEALTH CENTERS

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

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

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

- (b) Any cost-of-living adjustment shall be applied in accordance with Article 10 (Wages).
- (c) Benefits will be applied in accordance with Article 9 (Health and Welfare) of the Agreement. For employees who take a limited duration summer leave of absence, the County agrees to continue the employees' benefits, without lapse in coverage. The employees' cost share for benefits premiums that accrue while they are on limited duration summer leave of absence will be collected from the employees prior to the summer break.
- (d) For full-time employees, the regular work week during the school year normally shall consist of forty (40) hours per week with five (5) eight-hour days, Monday through Friday.
- (e) Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and County requirements for submitting timesheets. This includes time spent performing work outside their normal schedule, including responding to communications regarding schedule and work location changes.
- (f) Employees may be required to report up to one week in advance of the first student opening day at the beginning of each school year and remain on site one day after students are dismissed for the summer recess. On other days throughout the standard school year, employees will be expected to report to work on all days when the school is open to the community, even if students are not present. Subject to the exceptions listed below, employees will not be paid on days when the school is closed unless they have received approval from management to work remotely on meaningful tasks or are assigned work at another County clinic location.
- (g) Unless otherwise assigned, employees will not be expected to report to work when the school is closed for holidays, winter or spring break, or during the summer recess, with the exception of Rex Putnum High School, which is open three days per week over the summer. Management has the right to assign up to forty (40) hours of work during each summer recess, with thirty (30) calendar days' advance notice, to support school functions, such as sport physicals and school registration.
- (h) Employees will be paid for all holidays in accordance with Article 5 (Holidays) except for holidays that occur while an employee is on a limited duration summer leave of absence.
- (i) If the school is closed for inclement weather or other unforeseen reason, and at least one County Health Center is open for business, the employees will either report to an assigned County Health Center for work, work remotely in alignment with the County's

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

- (j) In the event the school district adds additional days to the school calendar to make-up days due to inclement weather or unforeseen closures, the employees will be required to work the make-up days and will be paid for all hours worked.
- (k) Employees will accrue unlimited sick leave at the rate of six and four-tenths (6.4) hours per month. Employees will not accrue vacation leave or floating holidays nor be entitled to any other paid leave unless required by law. During the school closures of the day before and after Thanksgiving, winter break, and spring break, employees will be permitted time off without loss of pay.
- (l) If a regular or probationary County employee transfers to a school-based position, any accrued vacation shall be paid to the employee in a lump sum.
- (m) County-paid health insurance benefits as described in Section (c) of this Article will continue through the summer months if the employee maintains their employment with the County and pays their portion of the premium.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

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

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

Initial probationary employees may not grieve discipline, including terminations.

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

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

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

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

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

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

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

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

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

ARTICLE 14 - SETTLEMENT OF DISPUTES

1. Association Grievance and Arbitration Procedure.

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

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

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

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

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

- (a) "Working days" for purposes of this article shall be defined as Monday through Thursday, excluding holidays recognized and observed by the County.
- (b) Step 1 may be skipped by mutual written agreement.
- (c) The grievance shall be submitted on the Official Grievance Form as contained in Appendix A. Notwithstanding the Official Grievance Form submission, the grievance may be amended to narrow the scope of the original allegations; if amended, the grievance shall state what amendments have been made. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance or amended grievance.

- (d) When the Director of Human Resources or designee has denied a grievance and arbitration is requested, the parties must, within one year of the date the Director of Human Resources or designee denies the grievance, select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.
- (e) The time limits as described herein may be waived by mutual written agreement of the parties.
- (f) The Association President, a Grievance Committee member, or an Association office representative, shall be allowed reasonable time and opportunity to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined in Section 1 above. Such time away from work, if on County paid time, shall be in compliance with the rules governing conducting association business as contained in Article 17 (Association Rights).
- (g) When an employee voluntarily separates from County employment, all pending grievances filed on behalf of such employee shall be considered withdrawn with prejudice.

2. County Grievance and Arbitration Procedure.

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

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

ARTICLE 15 - WORKERS' COMPENSATION

1. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The County is self-insured for workers' compensation claims. The County and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.
2. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:
 - A. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
 - B. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, workers' compensation covers from the first day.
 - C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.
 - D. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.
3. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under Oregon Workers' Compensation Law.

After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).
4. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in Article 9 (Health and Welfare).

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

ARTICLE 16 - UNION DUES

1. All employees covered by the terms and conditions of this Agreement may become members of the Association. The County agrees to deduct dues in the amount determined by the Association from the wages of each employee who chooses to become a member of the Association and provides the County with written authorization to deduct dues. The County agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis.
2. The County will not be held liable for errors but will make proper adjustments with the Association for errors as soon as is practicable if notified within ten (10) calendar days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an updated list of eligible members who have union dues deducted from their pay will be delivered to the Association.
3. To the extent a new employee is unable to attend the Association portion of new employee orientation, Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of County paid time to inform the new employee about the Association and to provide the new employee with a signature card in order to register for membership in the Association.

ARTICLE 17 - ASSOCIATION RIGHTS

1. Association Representatives.

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

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

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

2. Release Time.

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

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

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

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

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

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

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

3. Access to Workers.

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

4. New Employee Orientation.

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

5. Association Negotiators.

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

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

6. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, disability, marital status, race, color, creed, national origin, or political affiliation. The Association shall share equally with the County, the responsibility for applying this provision of the Agreement. The County agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause. Nothing in this section shall be construed to limit the County's right to effectively and efficiently run the County's operations.

7. Association Business on County Paid Time.

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Employee Time.

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

- A. Grievance resolution meetings or grievance meetings in which the employee is the named grievant, mediation sessions in which the employee is a necessary participant, and arbitration hearings in which the employee will be testifying, that are held during the employee's work time; and
- B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case or unfair labor practice hearing, the employee may appear without loss of pay if the employee appears during their work time.

ARTICLE 18 - LABOR MANAGEMENT COMMITTEE

1. Membership.

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

2. Meeting Time.

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

3. Purpose.

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

ARTICLE 19 - PERFORMANCE EVALUATION

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

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

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

ARTICLE 20 – TRANSFERS AND VOLUNTARY DEMOTIONS

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

1. Housing Authority.

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

2. Intradepartmental Transfer.

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

3. Interdepartmental Transfer.

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

4. Voluntary Demotion.

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

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

ARTICLE 21 - RECLASSIFICATION

1. When an employee believes that there has been a significant change in duties and responsibilities of their position, they may submit a Position Classification Questionnaire (PCQ) to request a position review to determine proper classification placement. The PCQ shall first go to the employee's immediate supervisor and then Division and the Department management for review and comment. The Department shall forward the completed PCQ to the Department of Human Resources within thirty (30) calendar days of the initial request. If the Department does not forward the request within thirty (30) calendar days, the employee may submit the request directly to the Department of Human Resources. The Department of Human Resources will notify the employee within fourteen (14) working days of the disposition of the request as provided under County Code.
2. When a position is reclassified to a classification that carries a higher salary grade, if in the opinion of the Department of Human Resources, the incumbent employee has been performing the duties of the higher level classification at least seventy-five percent (75%) of the time for a period of six (6) months or more, and meets the requirements of the classification, the incumbent employee shall be reclassified to the higher classification effective the date they signed the PCQ. The new base pay rate following reclassification will be determined by one of the following, applying the method which yields the higher rate: 1) Human Resources will complete a Salary Placement Assessment, in accordance with the provision of the Oregon Equal Pay Act. 2) A 3.5% increase above the employee's Base Pay Rate immediately prior to the date of reclassification, not to exceed the maximum of the higher Classification's salary range.

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

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

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

ARTICLE 22 - LAYOFF AND RECALL

1. Reason for Layoff / Layoff Order.

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

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

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

2. Notice of Layoff and Bumping Options.

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

3. Layoff and Bumping Process.

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

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

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

4. Qualifications Review Committee.

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

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

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

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

5. Layoff Status and Recall.

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

- (a) Employees shall be recalled to work in accordance with skills and ability to perform the required work as determined by the County without loss of seniority or benefits, subject to contract limitations. The minimum qualifications of the position will be determined through the position classification questionnaire (PCQ) and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities and a review of the laid off employee's relative qualifications. Once determined, the minimum qualifications cannot be changed to preclude the ability of the laid off employee to be deemed qualified.
- (b) The employee does have a right to appeal disagreement over recall to the QRC.
- (c) Employees shall be recalled from layoff according to their length of service (more senior first, etc.). No new employees shall be hired by the County until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.
- (d) Failure to accept recall from layoff or report within ten (10) working days after recall will terminate any and all relationships with the County.

6. Seniority.

- (a) Seniority shall be defined as meaning an employee's total length of continuous service with the County since the employee's last date of hire; if equal, the employee's total length of unbroken service within a department; if equal, the total length of service within the employee's job classification. If all of the above elements are equal, the final determining factor will be the employee's documented work performance.
- (b) Seniority shall be prorated for periods of part-time employment based on the employee's FTE (full-time equivalency).
- (c) If an employee leaves a bargaining unit position for another non-bargaining unit position in the County, and then returns to a bargaining unit position, their seniority will only include time spent in a bargaining unit (including time in any County bargaining unit). It will not be the responsibility of the County to track this information. Should the Association believe that a particular employee has "non-bargaining unit" work time, the County will calculate the employee's bargaining unit seniority only when requested to do so in writing by the Association. Once a calculation is made, then the Association and the employee for which the calculation is made will be notified of the employee's bargaining unit time, which will then be used for determining the employee's layoff and recall seniority.
- (d) Seniority will be terminated when the employee quits employment or is dismissed.
- (e) For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unauthorized leave includes absences without proper approval and time off suspensions for disciplinary reasons.
- (f) For purposes of bumping into the bargaining unit, seniority is defined as continuous service in the bargaining unit. If an employee has no time in the bargaining unit, the employee cannot bump into the bargaining unit. For all other purposes, including layoff and bumping within the bargaining unit, seniority is defined subject to Section 6(a), (b), (c), (d) and (e) above.

ARTICLE 23 – MISCELLANEOUS

1. Existing Conditions.

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

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

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

3. Car as Condition of Employment.

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

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

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

5. Limited-Term Appointments.

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

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

6. Reorganization of a Department.

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

7. Electronic Mail.

- (a) Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.
- (b) "Collective bargaining matters" means any of the following:
 - i. official Association announcements to the Association membership (such as meeting subjects, dates and times);

- ii. the meaning, interpretation or application of this Agreement;
 - iii. the presentation and adjustment of grievances to management under Article 14 (Settlement of Disputes) of this Agreement;
 - iv. matters directly related to the collective bargaining relationship between the County and the Association.
- (c) Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:
- i. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
 - ii. to ask a question regarding the meaning, interpretation, or application of this Agreement;
 - iii. to present a grievance regarding the meaning, interpretation or application of this Agreement;
 - iv. to request Association representation in matters concerning the meaning, application or interpretation of this Agreement.
- (d) In addition to collective bargaining matters, Association representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Association.
- (e) It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.
- (f) The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

8. Interview/Testing Time.

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

9. Over/Under Payments.

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

A. Underpayments

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

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

B. Payments in Error

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

C. Repayment to the County

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

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

10. Video Cameras and GPS Data.

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

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

ARTICLE 24 - CLASSIFICATION/COMPENSATION REVIEW PANEL

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

ARTICLE 25 - TERMINATION

1. This Agreement shall become effective July 1, 2024, or upon execution, whichever occurs later, except as otherwise agreed, and shall remain in full force and effect through June 30, 2027, or the date of signing a subsequent Agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2027, and each year thereafter unless either party shall notify the other in writing no later than January 1, 2027, 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 23rd day of April, 2025.

FOR THE ASSOCIATION:

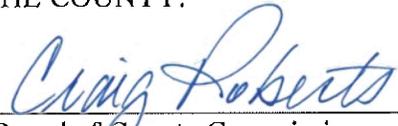
Katelyn Oldham Digitally signed by Katelyn Oldham
Date: 2025.04.23 13:32:33 -07'00'

Katelyn Oldham, Chief Negotiator



Alex Gonzalez, President

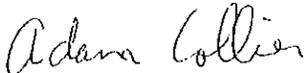
FOR THE COUNTY:



Chair, Board of County Commissioners



Recording Secretary



Adam Collier, Chief Negotiator

Official Grievance Form

CLACKAMAS COUNTY &
 CLACKAMAS COUNTY EMPLOYEES ASSOCIATION
 OFFICIAL GRIEVANCE FORM

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

Classification (if applicable): _____ Work Location: _____

Supervisor/Manager: _____

Statement of Grievance:
 Contract Articles Allegedly Violated: _____

Facts /Circumstances that lead to alleged violation: _____

(Add more pages as necessary)

Date of Alleged Violation: _____

Requested Remedy: _____

(Add more pages as necessary)

Signature of Employee/Union: _____

Date: _____

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

ADDENDUM 1

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

Exhibit C-2

2024-2027 AGREEMENT

between



and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

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AGREEMENT

between

THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

PREAMBLE

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

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The Authority recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except temporary employees (those hired for a period not to exceed 1502.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1600 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve month period based on the County's Affordable Care Act (ACA) look back period of November 1 through October 31 and every twelve months thereafter, part-time employees (regularly working a schedule of less than 18.75 hours a week for 37.5-hour schedules and 19.75 hours a week for 40-hour schedules), department heads, employees who are covered by other collective bargaining agreements, and employees who because of their supervisory or confidential status do not have statutory bargaining rights. Confidential and supervisory positions which no longer perform statutory duties that exempt the position from the bargaining unit shall be covered by the terms and conditions of this agreement effective upon the termination of such duties.

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

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

The Association recognizes that an area of responsibility must be reserved to the Authority if the Authority management is to effectively serve the public. Therefore, the Authority 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 Authority and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the services to be rendered to the citizens of the County.
2. The determination of the Authority'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 contract or subcontract any work, provided, however, that prior to entering into a contract or subcontract for service which would directly eliminate more than one full-time bargaining unit position, the Association will be given, in writing, at least sixty (60) days' notice. The Association will be afforded, at their request, an opportunity to meet and receive relevant information, an opportunity to present its position to the Housing Authority Board of Directors prior to Board action related to such contracting or subcontracting and the right to bargain the impact, not the decision. However, in a reorganization, an expenditure reduction of less than ten percent (10%) would not be considered "contracting out". However, the Board of Housing Authority Commissioners retains full authority to let contracts as they believe to be appropriate. The Authority, in exercise of the above mentioned functions, will not discriminate against any employee because of his membership in the Association.
4. The right to implement health and safety rules which affect the clients and employees.
5. The parties recognize that change is ongoing, rapid and accelerating and that employee involvement in formulating proposals often leads to improved decision-making. The Association agrees to allow management to ask/assign its members to various task forces, work groups or committees. Recommendations that affect working conditions are subject to all the requirements of the Public Employee Collective Bargaining Act ("PECBA").

ARTICLE 3 – MERIT SYSTEM

1. Probationary Period.

All employees covered by this Agreement shall serve a probationary period of one (1) year.

During the probationary period, an employee may be dismissed for any reason deemed appropriate by the Executive Director, or designee, without right of appeal. Notification of such dismissal, in writing, shall be served on the probationary employee and a copy filed in the personnel file. An employee serving a probationary period after a promotion may be returned to the employee's former position if the Executive Director, or designee, feels the employee is

incapable of or unsuitable for, fulfilling the new duties after a reasonable period of time and the position is still vacant. If the employee's former position is no longer vacant, the employee will be laid off from Authority employment and provided recall to their former classification subject to Article 15, subsection 6.

2. Merit Raises.

- (a) Employees who have successfully completed a full six (6) months of employment and receive a satisfactory or better performance evaluation shall receive an increase of three and one-half percent (3.5%), on the first day of the month following the end of the full six-month employment period. Subsequent merit increases shall be granted yearly thereafter until the employee has reached the top of the salary range, unless the employee receives an unsatisfactory work performance evaluation.
- (b) Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate.

3. Promotions.

It is the policy of the Housing Authority to provide promotional opportunities whenever possible to qualified personnel of the Housing Authority. The hiring and promotion of personnel shall be based on knowledge, skills and abilities.

4. Exceptional Increase.

The Authority may request an exceptional increase for an employee when:

- (a) The employee's performance is outstanding in relation to other employees in the same department.
- (b) The employee's outstanding performance is documented according to an approved appraisal program.
- (c) Funds for such "special" increases are budgeted.
- (d) At least six (6) months have passed since the last increase or promotion.

ARTICLE 4 - HOURS OF WORK

1. Regular Hours.

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

2. Work Week.

Each employee will have consistent regular or alternative work schedule defined in the timekeeping system. Employees shall have two (2) consecutive, regularly scheduled days off during each seven-day work period except during shift rotations.

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.

Regular Schedule:

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

Paid Holiday Value: 7.5, 8, 9.5, or 10

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

Alternative Schedule:

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

Paid Holiday Value:

If you work:

5 days, 37.5 hours a week, holiday is equal to 7.5 hours

5 days, 40 hours a week, holiday is equal to 8 hours

4 days, 37.5 hours a week, holiday is equal to 9.5 hours

4 days, 40 hours a week, holiday is equal to 10 hours

Weekly OT Threshold:

If you work:

5 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week

5 days, 40 hours a week, overtime is paid after 40 hours in a work week

4 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week

4 days, 40 hours a week, overtime is paid after 40 hours in a work week

Flexible Schedule:

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

that such schedules will not create an overtime liability for the County unless previously authorized in advance by the supervisor.

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

3. Rest Periods.

All employees' work schedules shall provide for a rest period of fifteen (15) minutes during the midpoint of each one-half (1/2) of the work shift. A minimum of one-half (1/2) hour or a maximum of one (1) hour lunch break shall be taken at the approximate mid-point of the shift.

Working through the lunch period requires prior approval from a supervisor. If an employee works through the lunch period, such time shall be paid at their regular rate of pay unless it meets the requirement of overtime as set forth in Article 4 (2) and Article 10 (2).

4. On-Call Duty/Maintenance.

- (a) The parties agree to the following on-call duty requirements for maintenance employees:
1. The use of an answering service to receive and screen all after-hours calls for service.
 2. There shall be a maintained labor pool of a minimum of three (3) employees for on-call purposes. Such pool shall be voluntary and employees will not receive any compensation for volunteering to be in the labor pool.
 3. When an employee is called out to perform duties after work hours, the employee shall receive a minimum of two hours' pay at time and one-half. When a Maintenance Assistant is performing Maintenance Specialist or higher work during a call out, the employee will be paid at the classification level for the work that is being performed.

In the event that an employee receives a call which the employee takes responsibility to handle for the Authority which does not result in a call-out, the employee will receive one hour straight time pay for such calls. Should the employee receive an additional call within the hour that does not necessitate a call-out, the employee would not be eligible for an additional one-hour stipend.

In the event that an employee receives a call that does result in a call-out, the two-hour provision would apply, and the one-hour provision above would not apply.

If there is a change in call status during the call, the appropriate one or two-hour provision would apply, and the time spent dealing with the call(s) would be included in the total time calculation.

In the event the employee receives a non call-out call and then, within the hour, receives a separate unrelated call which results in a call-out, the employee would then be entitled to a one-hour stipend for the non call-out call plus a two hour stipend for the call-out.

- (b) Should the on-call maintenance labor pool arrangement from section 4(a) fail to provide adequate customer service from the Maintenance Pool within twelve (12) hours of the emergency call, the Asset Manager, at their discretion, may activate the following procedure:

1. A Maintenance Pool consisting of all qualified personnel will be formed.
2. The roster will indicate which employee is responsible for each week of the year.
3. Rostered personnel shall not perform on-call more than one week in a row.
4. The maintenance pool is to update this plan on a quarterly basis (minimum).
5. The assigned employee on-call shall receive three (3) hours straight time for time spent on-call during the week and three (3) hours straight time for time spent on-call during the weekend.
6. Time and one-half will be paid for any service calls performed after their scheduled shift.
7. Employees called to work before or after normal work hours and which requires the employee to travel to and from work in addition to their normal daily travel, will be paid for such travel time as hours worked. Employees called out to work will also receive mileage reimbursement at the current Authority reimbursement rate for travel from the employee's home to work and return to home.

5. Regular Duties Outside Normal Workday/Weeks.

If an employee's job description specifically or implicitly requires attendance at activities evening or weekends, such attendance shall be deemed normal working hours. Such flexible scheduling shall be done by the employee with supervisory approval. To accomplish this, hours in excess of seven and one-half (7.5) per workday may be approved. The work week will start Saturday at 12:01 a.m. and will cease Friday at midnight. Employees working such hours will have a written agreement with their supervisor regarding the need for such flexible scheduling.

6. Outside Employment.

An employee may not engage in any outside employment which presents a conflict of interest with the business of the Housing Authority. Additionally, no outside employment can be conducted while on paid work time, including, but not limited to, receiving or returning phone calls or emails on personal devices or Authority-owned equipment. "Outside employment" means any activity that constitutes a payment or trade for goods or services provided or received by an employee.

7. Training Hours.

If an employee has elected to attend a training session or conference and has received approval from the supervisor, only the work hours normally scheduled will be compensated. Overtime will not accrue. Training required by the supervisor will be eligible for overtime compensation, including travel time. If the employee can return to work with two (2) hours or more remaining, the employee is required to report to duty.

8. Employee Reporting Expectations.

During a disaster it is important for the Authority to know employees are safe, and to assist with any needs they have. It is also critical to resume vital county services to residents. The Authority anticipates needing every available employee to effectively respond to the impact of a declared major emergency or disaster, whether it strikes during normal work hours, at night, on a weekend or a holiday. In a major emergency or disaster, employees should be prepared to report for work

at any time and can expect to work non-regular extended hours under challenging conditions. Employees may be asked to temporarily perform work that is not normally in their regular classification; provided however employees will not be required to perform work that they believe is outside their area of experience, beyond their capabilities or that they consider unsafe.

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

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

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

9. Essential Employee Designation and Disclosure.

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

10. Hybrid and Remote Work.

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

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

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

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

ARTICLE 5 – HOLIDAYS

1. Holidays.

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

- New Year's Day (January 1st)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)

Every additional day designated by the Board of Housing Authority Commissioners as a holiday is also a holiday under this agreement.

The holiday shall be the day recognized by the Board as the holiday and shall be from Midnight to Midnight on that day.

One floating holiday of 10 hours (prorated for FTE status) shall be granted to each employee each calendar year and may be used in less than full hour increments. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be. New employees, who qualify for paid holidays, are eligible for a floating holiday after ninety (90) calendar days of employment. Unbroken service in the same position for the County immediately before the employee receives regular status shall count toward the ninety (90) day requirement. The floating holiday shall be scheduled in the same manner as paid vacation leave.

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

While on the Four Day Work Week, all employees shall receive ten (10) hours of holiday pay for the floating holiday.

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

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

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

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

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

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

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

For employees in non-continuous operations, whenever a holiday falls on the first and second of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in their regular work week shall be observed as the holiday. Whenever a holiday falls on the third of the three (3) days not included in the employee's regularly scheduled work week, the following day in the employee's regular work week shall be observed as a holiday.

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

If any such holidays fall on Sunday, the succeeding Monday shall be deemed to be the holiday that year. Whenever the holiday shall fall on a Saturday, the preceding Friday shall be the holiday for that year.

4. Holiday During Leave.

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

5. Holiday Work.

If an employee works on any of the holidays listed above, as approved by the supervisor, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1.5) their regular rate of pay. The employee may have the option, with the approval of their supervisor, of accruing compensatory leave in lieu of the holiday pay, but shall still be paid at the rate of time and one-half (1.5) their regular rate of pay for all hours worked.

6. Less than Full Time Employees Holiday.

Regular status part-time employees working half-time (18.75 or 20 hours per week) or greater will be paid for holidays on a prorated basis in the month in which the holiday occurs without regard to the work schedule.

ARTICLE 6 - SICK LEAVE

1. **Accrual.**

Each employee shall accrue unlimited sick leave at the rate of eight (8) hours (prorated for FTE status) for each month worked, to be used in the event of illness or illness of another person in the immediate family (as defined in Article 8, Section (10)).

Absences due to sickness in excess of three (3) consecutive days must be verified by a healthcare provider's certificate at the request of the Authority. Appropriate documentation may be required for absence of less than three (3) days if the Authority has reasonable documented suspicion that misuse or abuse of sick leave exists. Reasonable documented suspicion may include, but is not limited to, a pattern of absences or a report that an employee engaged in activities not related to the appropriate use of sick leave. Employees shall make a reasonable effort to schedule doctor's appointments occurring during their work shift at times that will minimize their time away from the office.

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

- 1) 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or
- 2) 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. **Conversion to Retirement Benefit.**

Pursuant to ORS 237.350, the Authority shall report all allowable sick leave hours to PERS upon separation from Housing Authority employment.

3. **Vacation Option.**

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use accrued vacation leave to cover such time off. At the option of the employee on approved FMLA/OFLA/PFML, forty (40) hours of vacation may be retained prior to being placed on leave without pay.

Vacation or other paid leaves will not be periodically substituted as a means to continue eligibility for employer paid benefit coverage.

4. **Hours Charged.**

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

5. **Less than Full Time Employees.**

Regular status, part-time employees working half-time (18.75 or 20 hours per week) or greater will accrue sick leave on a prorated basis.

ARTICLE 7 - VACATION LEAVE

1. Accrual.

A. Vacation Option – New Hires

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

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

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 19, Section 12(C).

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

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

Employees having served in the Authority's regular status service for six (6) consecutive full-calendar months shall be credited with fifty-two and two tenths (52.2) hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

- a) Less than five (5) years of regular service, 104.4 hours per year, accrued at the rate of 8.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
- b) Five (5) to ten (10) years, but less than ten (10) years of regular service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
- c) Ten (10) years to fifteen (15) years, but less than fifteen (15) years of regular service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

- d) Fifteen (15) to twenty (20) years, but less than twenty (20) years of regular service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
- e) After twenty (20) years of regular service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

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

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

- 1. Employees having served in the County service one (1) full-calendar month, shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service. Vacation leave not to accumulate beyond 250 hours.
- 2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back up to sixty (60) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.
- 3. Employees hired prior to January 1, 2001 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to the employee's previous accrual schedule.

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

- 1. 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or
- 2. 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the Authority and any requirement for vacation relief, employees shall have the right to determine vacation times provided the employee gives reasonable notice of their vacation requests.

Vacation requests submitted more than ninety (90) days in advance will be posted by the requesting employee in a place designated by the department for ten (10) calendar days before

they are approved. Other employees may submit requests for vacation during that same time frame during the ten (10) day posting period. In the event of more requests than the Authority can allow, vacation time shall be approved on the basis of seniority provided the requests are made during the posting period. Otherwise, requests will be approved on the basis of time of receipt of the written request for time off first. All vacation must be approved by the supervisor with as much written notice as possible given.

Employees may be allowed to use vacation with short-term notice for the purpose of attending school functions of a child, with twenty-four (24) hours advance notice and approval of the employee's supervisor. In the event where twenty-four (24) hours advance notice is not practicable, such as an emergency, employees may be allowed to use vacation or floating holiday with approval of the employee's supervisor.

3. Termination or Death.

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

4. Hours Charged.

Each full day of vacation leave taken shall be equal to the work day of the employee. For partial day absences, employees shall be charged for vacation leave in an amount equal to the time they are absent from work.

5. Less Than Full Time Employees.

Part-time regular status employees working half-time (18.75 or 20 hours per week) or greater will accrue vacation leave on a prorated basis.

ARTICLE 8 - OTHER LEAVES

1. Leave of Absence.

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

2. Jury Duty.

Employees shall be granted leave of absence with full pay any time they are required to report for jury duty or jury service and unable to work their regularly scheduled hours, in lieu of jury fees. If an employee is excused or dismissed so as to reasonably be able to report to work with at least two (2) hours of work time left, the employee shall return to work. All jury duty and witness fees, other than mileage reimbursement, shall be surrendered to the Housing Authority.

Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

3. Educational Leave.

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

Such a leave of absence will not be provided more than once in any three (3) year period. Seniority and credit toward longevity, salary increases, sick leave and vacation shall not accrue during such leave, nor will benefits be paid by the Authority, except during any month when the employee is in paid status for at least eleven working days.

4. Major Emergencies, Disasters or Inclement Weather.

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

5. Military Leave.

Military leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 7.

6. Parental Leave.

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

7. Maternity Leave.

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

8. Bereavement Leave.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave in the event of a death in the immediate family of the employee, to make household adjustments and/or to attend funeral services. For bereavement leave, stepparents, stepchildren and the children of domestic partners, are included whether or not they live with the employee. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the appointing authority.

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

Bereavement leave may be requested in other appropriate circumstances. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to approval by the Executive Director, who shall also have discretion to limit the length of the leave in such situations.

9. Family/Medical Leave.

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

10. Immediate Family Defined.

Immediate family is defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, spouse's parents, domestic partner parents, children, brother, sister, grandparents (of either employee or spouse), grandchildren, sister-in-law and brother-in-law. Stepparents, stepchildren or children of domestic partner residing in the employee's household shall also be included in the definition of immediate family. Sick leave may also be used as approved by the appointing authority, in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above. In relationships other than those set forth above, under exceptional circumstances, such leave may be granted by the Authority upon the request of the employee.

All leaves referenced by this Article shall be authorized by the Executive Director or designee. Such authorization shall be in writing and signed by the Executive Director or designee.

ARTICLE 9 - HEALTH AND WELFARE

1. Medical Coverage.

The Housing Authority agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect medical coverage. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 11.

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

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

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

Employees will pay any remaining insurance premium cost share through payroll deduction. Employees on the Kaiser plan who are employed by the County as of the date the contract has

been ratified by both parties shall be reimbursed for the additional insurance premium costs they incurred in 2025 as a result of the contract not being ratified prior to January 1, 2025. The reimbursement shall be made within three (3) full pay periods after the contract has been ratified by both parties.

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

The Authority and the Association will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual renewal increase at or below 5 percent (5.0%) each year.

2. Benefits.

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

3. Life Insurance.

The Authority agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of \$50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 11.

4. Dental Insurance.

The Authority agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 10. The design of the dental plans shall be determined by the Benefits Review Committee as described in Section 12.

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

5. Disability Income Insurance.

The Authority agrees to provide non-duty disability insurance coverage to eligible employees as described in the Benefits Handbook. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 11.

The Authority agrees to contribute an amount equal to the premium for a Long Term Disability Program for the term of this Agreement. Benefits, including those from other sources, will equal sixty percent (60%) of an employee base salary, including longevity, up to a maximum monthly salary of \$3,333. Employees must serve an elimination period of the first thirty (30) calendar days of each disability period or the exhaustion of accumulated sick leave, whichever occurs later.

6. Reinstatement from Medical Layoff.

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

7. Workers' Compensation.

- A. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The Authority is self-insured for workers' compensation claims. The Authority and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.
- B. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:
 - i. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
 - ii. 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.
 - iii. 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.
 - iv. 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.

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

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

- D. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in this Article. Further coverage shall be at the discretion of the County.
- E. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

8. Less than Full-Time Employees.

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

9. Insurance After Termination.

Health insurance coverage will not be continued for any employee who is in an unpaid status the first working day of the month due to leave, layoff, termination, or reduced working hours. Continuation of benefits for employees and their eligible dependents will be administered as determined by COBRA regulations.

10. Benefit Waiting Period.

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

11. Benefits Review Committee.

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

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

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

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

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

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

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

12. Plan Changes Required by Law or Insurance Carrier.

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

13. Health Reimbursement Account.

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

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

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

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

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

14. Deferred Compensation Plan.

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

ARTICLE 10 – WAGES

1. Wages and Classification Schedule.

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

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

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

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

For employees assigned duties of a higher paid classification for a duration less than thirty (30) days, or is non-consecutive and sporadic in nature, the employee will be placed in an Hourly Work Out of Classification and receive an additional (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 these “Work Out of Classification” 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 higher classification work and that authorization has been received from the Department Director.

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

Salary grades will identify a pay range to include a minimum pay rate (previously Step 1), midpoint pay rate, and a maximum pay rate (previously Step 6). Employees’ classification, salary grades, and pay rates will not change.

2. Overtime.

One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions (except as modified by Article 4, Section 2), but compensation shall not be paid twice for the same hours:

All authorized work in any work day performed in excess of the employees work day schedule for employees on a regular schedule as defined in Article 4, Section 2.

- a) Regular Schedule: Overtime is payable for all hours worked beyond the employee’s defined overtime threshold as defined in Article 4, Hours of Work.
- b) Alternative Schedule: Overtime is payable for all hours worked beyond the employee’s defined weekly overtime threshold as defined in Article 4, Hours of Work.
- c) Employees who are on a flexible schedule as defined in Article, 4 Section 2 will retain the overtime schedule based on their assigned regular or alternative schedule.
- d) All authorized work performed on Saturday or Sunday.

If agreed to by an employee and the employee’s supervisor and approved by the Executive Director, compensatory leave in the amount of time and one-half (1.5) may be accrued in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

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

3. Longevity.

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

<u>Years</u>	<u>Percent</u>
5-9	1.5
10-14	2.0
15-19	2.5
20-24	3.0
25-29	3.5
30 +	4.0

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

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

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

4. Bilingual Skills Pay.

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

b) It is not the intent of the parties that the re-designation of a position to “bilingual required” status would be done for the sole purpose of superseding the layoff provisions of this Agreement.

c) When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL) is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional five percent (5%) of their base hourly rate for actual time, rounded up to the nearest fifteen (15) minutes, for performing bilingual duties. “Sporadic Use” shall be documented by an approved “Certification of Bilingual Requirement” Form.

5. Retirement Contributions.

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

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

6. U.S. Department of Housing and Urban Development (HUD).

The parties recognize that during the life of this agreement, job duties and functions may change. Therefore, the parties agree that either has the right, during the life of the agreement, to propose salary changes due to comparability surveys which are required by the U.S. Department of Housing and Urban Development (HUD). Should the parties fail to reach agreement on any such request, the matter may be placed on the bargaining table at the next negotiation period.

ARTICLE 11 - SETTLEMENT OF DISPUTES

1. Grievance and Arbitration Procedure.

a) 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 Executive Director within ten (10) working days of its occurrence. The Executive Director, an Association representative, and the employee or a representative of the class if it is a class grievance, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the Executive Director shall respond to the representative within ten (10) working days of such meeting.

STEP 2. If the grievance has not been settled, it may be presented in writing by the Association representative to the H3S Director within ten (10) working days after the Executive Director's response is due. The H3S Director shall respond to the Association representative within ten (10) working days of such meeting.

STEP 3. If the grievance has not been settled, it may be presented to the Director of Human Resources or their designee within ten (10) working days after the response of the H3S Director is due. The Director of Human Resources or their designee, an Association representative, and the employee, shall meet within ten (10) working days of the appeal to Step 3 to discuss the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee shall respond in writing to the representative within ten (10) working days.

STEP 4. If the grievance is still unsettled, either party may request arbitration within thirty (30) calendar days after the reply of the Director of Human Resources or their designee is due, by written notice to the other.

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

b) "Working days" for the purpose of this Article shall be defined as Monday through Thursday excluding holidays recognized and observed by the Board of the Housing Authority.

c) Steps 1 and 2 may be skipped by mutual written agreement.

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

e) When the Director of Human Resources or their designee has denied a grievance and arbitration is requested, the parties must, within one (1) year of the date the Director of Human Resources or their designee denies the grievance, select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

f) The time limits as described herein may be waived by mutual written agreement of the parties. This includes paragraph 5 above.

g) The Association Representative shall be allowed reasonable time and opportunity to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined above. Such time away from work, if on Authority paid time, shall be in

compliance with the rules governing conducting Association business as contained in Article 14- Association Rights.

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

ARTICLE 12 - DISCIPLINE AND DISCHARGE

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

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

Initial probationary employees may not grieve discipline, including termination.

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

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

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

Any regular employee who is disciplined (except for oral reprimands) will receive a written statement of the charges and allegations that the Authority will rely on to support the decision to discipline. The Association shall be notified that the regular employee has been disciplined and

sent a copy of the charge at the time the regular employee is notified unless the regular employee objects in writing. Notification to the Association shall include sending copies of all such notices to the Association President and the Service Representative.

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

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

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

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

ARTICLE 13 - UNION DUES

1. All employees covered by the terms and conditions of this Agreement may become members of the Association. The Authority 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 Authority with written authorization to deduct dues. The Authority agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis.

2. The Authority 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 the Association to have adequate information on dues, Payroll will, upon request, provide an updated list of employees who have paid union dues.

3. To the extent a new employee is unable to attend the Association portion of new employee

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

ARTICLE 14 - ASSOCIATION RIGHTS

1. Association Representatives.

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

There shall be no more than four (4) Association representatives assigned to assist with the administration of this agreement.

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

2. Release Time.

Upon at least thirty (30) calendar days' advance written notice by the Association to the Authority, the Authority will provide up to forty-five (45) calendar days release time for Association members to serve as a designated representative of the Association. The Associations' notice shall include the name of the Association member taking release time and the start and ending dates. Without this notice, the Authority 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 Authority 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 Authority.

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 Authority 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 Authority is held liable, the Association shall indemnify the Authority and hold the Authority harmless from all liability arising from the act, omission or injury that occurred during the period of release time.

3. Access to Workers.

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

4. New Employee Orientation.

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

5. Association Negotiators.

Employees selected by the Association to act as Association representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Housing Authority Employees Association Negotiating Committee. The names of employees so designated shall be certified in writing to the Authority 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 Housing Authority and County shall permit a reasonable number of members designated by the Association to attend negotiation sessions on Authority/County-paid time (subject to Section 6 below) as members of the Negotiating Committee. One of the members may be an employee of the regular CCEA bargaining unit. The Association may also appoint an alternate to attend negotiation sessions on Authority/County-paid time if one of the other Negotiation committee members is unable to attend one or more negotiation session(s).

6. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. The Association shall share equally with the Authority the responsibility for applying this provision of the Agreement. The Authority 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 Authority, or any Authority 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 Authority's right to effectively and efficiently run the Authority's operations.

7. Association Business on Authority Paid Time.

An Association representative or CCEA officer may use up to forty (40) hours per calendar year of County-paid time to assist with the following matters under this contract:

1. Representing an employee in an investigatory interview/meeting which may result in the employee receiving discipline (unless the employee objects);
2. Representing an employee in a pre-disciplinary meeting (unless the employee objects);
3. Providing an employee with assistance with a grievance or dispute pursuant to Article 11 of the collective bargaining agreement;
4. Other collective bargaining matters, as required by this contract or law.

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

Time spent by the Association representatives and CCEA officers conducting the following activities shall be reported as Association business on Authority/County-paid time; such time will not count toward the forty (40) hours of Authority/County-paid time described in this provision:

1. Union Presidents Meeting with Authority/County management staff;
2. Labor-management meeting with County labor relations staff;
3. Meeting with management at management's request;
4. Participation in, and reasonable preparation for, proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
5. Acting as a representative for the Association for employees within the bargaining unit for purposes of collective bargaining as provided in Section 4 above, including reasonable preparation time;
6. Testifying in legal proceedings in which the Association representative has been subpoenaed as a witness; and
7. Providing information regarding this Agreement to newly hired employees at employee orientation as defined in Article 14, Section 4.

Association representatives engaging in Association business on Authority-paid time are responsible for communicating with their supervisors and securing adjustments to their regular work schedules as necessary to prevent unauthorized overtime.

Association hours will be non-transferable. Once the time is exhausted, no additional Authority/County-paid time will be provided in the remainder of the calendar year. Upon reasonable notice from the Association, the County shall authorize up to an additional ten (10) hours per Association representative or officer. Any hours remaining at the end of the calendar year will be lost and will not roll over to the subsequent calendar year.

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

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

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

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

8. Employees Time.

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

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

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

ARTICLE 15 - LAYOFF AND RECALL

1. Reason for Layoff / Layoff Order.

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

The Executive Director may request an exception to the order of layoff in writing to the H3S Director when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. A position that has been identified as an exception to layoff cannot be subject to bumping unless an employee can demonstrate they possess the needed skills or performance abilities of the specific excepted position. If an employee believes they are qualified to bump into a position on their bumping list that has been excepted, they may request a review of their skills and experience in writing to the H3S Director. The judgment of the H3S Director shall be final unless such judgment is shown to be arbitrary or capricious.

The H3S Director shall inform the Association in writing when an exception has been requested and a copy of the documentation supporting the request. The Association may timely present any additional information it would like the director to consider.

2. Notice of Layoff and Bumping Options.

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

3. Layoff and Bumping Process.

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

If the employee exercises the employee's right to bump, the Authority will:

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

the “bumped” employee shall be returned to their original position.

4. Qualifications Review Committee.

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

- (a) Upon request, the QRC shall then determine the employee's ability to "bump". The QRC may call upon the supervisor of the position in question or any other person they feel would be appropriate to assist them in understanding the required duties. After the QRC has received the list of qualifications, skills, and abilities from the bumping employee, it shall review positions in the same job area that are less senior and equal to or below the grade level of the bumping employee.
- (b) The QRC shall be a five member committee made up of two Association members recommended by the Association president, two management employees recommended by the Human Resources Director, and a mutually appointed fifth member selected from current Authority employees. The QRC's decisions shall be based on comparisons with the job description, established qualification, and the ability of the individual to perform the remaining required work without further training. It is understood that the QRC must make their determination on the assumption that the "bumping" employee will be able to perform the duties of the position within thirty (30) calendar days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after thirty (30) calendar days the "bumping" employee cannot perform the duties of the position. If such a case can be made, then the "bumped" employee shall be returned to the employee's original position.
- (c) Any decisions regarding layoff and recall made by the QRC shall be final and not be subject to arbitration.

5. Layoff Status.

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

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

to be deemed qualified.

- (b) The employee does have a right to appeal disagreement over recall to the QRC.
- (c) Employees shall be recalled from layoff according to their length of service (more senior first, etc.). No new employees shall be hired by the Authority until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.
- (d) Failure to accept recall from layoff or report within ten (10) working days after recall will terminate any and all relationships with the Authority.

6. Seniority.

- (a) Seniority will be terminated when the employee quits employment or is dismissed.
- (b) Seniority shall be prorated for periods of part-time employment based on the employee's FTE (full-time equivalency).
- (c) If an employee leaves a bargaining unit position for another non-bargaining unit position in the County, and then returns to a bargaining unit position, their seniority will only include time spent in a bargaining unit (including time in any County bargaining unit). It will not be the responsibility of the Authority to track this information. Should the Association believe that a particular employee has "non-bargaining unit" work time, the Authority will calculate the employee's bargaining unit seniority only when requested to do so in writing by the Association. Once a calculation is made, then the Association and the employee for which the calculation is made will be notified of the employee's bargaining unit time, which will then be used for determining the employee's layoff and recall seniority.
- (d) For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unauthorized leave includes absences without proper approval and time off suspensions for disciplinary reasons.
- (e) For purposes of bumping into the bargaining unit, seniority is defined as continuous service in the bargaining unit (subject to Section 6a). If an employee has no time in the bargaining unit, the employee cannot bump into the bargaining unit. For all other purposes, including layoff and bumping within the bargaining unit, seniority is defined as length of service with the Authority (subject to Section 6(a), (b), (c) and (d) above).

ARTICLE 16 – RECLASSIFICATION

1. Request for Reclassification.

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

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

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

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

If an employee disagrees with a classification recommendation, the employee may appeal such disagreement as described in Section 2, below.

2. Classification/Compensation Review Panel.

The Classification/Compensation Review Panel (CCRP) shall be made up of three (3) members. One (1) member shall be selected by the Employees Association, one (1) member shall be selected by the Human Resources Director, and one (1) member shall be mutually appointed from current County or Housing Authority employees, either from management or the bargaining unit. Within ten (10) calendar days from the date the written notice referred to above or notice from the Human Resources Director denying appeal on a classification recommendation is received, the Association will submit a written request to the Director of

Health, Housing and Human Services to have the matter forwarded to the CCRP. The Association and the Housing Authority management staff may present information to the panel in support of their respective positions. The meeting shall take place during regularly scheduled business hours but shall be limited to three (3) hours (two [2] hours for presentation of information and one [1] hour for the panel to deliberate). The CCRP shall review the reasons for the classification allocation and/or the salary range recommendation and may ask questions of the parties presenting information. Following the collection of information, the panel shall discuss their opinions with the Human Resources Director. The Human Resources Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Housing Authority Board of Commissioners. The Human Resources Director shall include in this recommendation a summary of issues raised during the request for review process and the opinions of the panel. The Housing Authority Board of Commissioners, or designee, shall have the final authority for all salary range determinations.

ARTICLE 17 - HEALTH AND SAFETY

1. The Housing Authority shall provide personal safety training and education for all employees.
2. The Housing Authority shall maintain an incident log of all activities perceived by the employee or employer to pose a danger to personal safety. Employees shall submit written incident reports to the Housing Authority.
3. The Housing Authority safety committee shall meet on paid time or during regular working hours.

ARTICLE 18 - STAFF DEVELOPMENT

In order to facilitate staff development and improve employee training opportunities, the Authority will implement a tuition reimbursement policy effective July 1, 1989. This covers job related courses at an educational institution or attendance of job related conferences, workshops or seminars. At the discretion of the Executive Director, an employee may be eligible for reimbursement of job-related courses outlined above that relate to the current career path of that employee. The guidelines for this program are as follows:

1. Employees will be reimbursed 100% of tuition costs up to nine (9) quarter hours or six (6) semester hours per fiscal year. Applications will be considered only for full time employees who have completed their probationary period.

Employees who receive training funds from the G.I. Bill or other scholarship programs are not eligible.

Reimbursement is for tuition, costs of conference and seminar fees only and does not include books or other course materials or other fees such as parking.

2. A request for reimbursement must be submitted in writing prior to registration. If the employee does not attend or complete the course or, in the case of a graded course, receive a grade of C or better, the tuition will be repaid by the employee with payroll deduction. If the employee leaves employment within sixty (60) calendar days of course completion, tuition will be repaid by the employee either directly or through deduction of final paycheck.
3. Attendance must be during other than working hours unless the sequences is not available during these hours. If classes are taken during normal working hours, the absences shall be made up hour by hour with the supervisor's authorization.

ARTICLE 19 – MISCELLANEOUS

1. Uniforms.

The Housing Authority will provide three (3) uniforms [defined as (3) shirts embroidered with Housing authority insignia, (3) work pants, and (1) pair of all leather, slip and oil-resistant work boots], one (1) jacket and required personal protective equipment to every new maintenance employee. A \$250.00 work clothing reimbursement allowance will be issued to each maintenance employee annually on July 1 thereafter. Maintenance employees will have sixty (60) days from this date to purchase replacement personal protective wear limited to work pants, work boots, or coveralls worn or damaged through the scope of their work. All employees will be responsible for keeping uniforms in fit condition. Any required protective equipment or safety equipment, i.e., rubber boots, overalls, hearing protection, safety glasses, helmets, etc., or replacement uniform shirts or jacket, or required addition of Housing Authority insignia and employee name to uniforms will be provided to the employee at no cost to the employee by the Housing Authority.

2. Change in Working Conditions.

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

3. Travel Pay and Mileage Reimbursement.

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

4. Use of Authority-Owned Motor Vehicles.

Use of Authority-owned motor vehicles for other than official purposes shall be prohibited. The Executive Director shall determine whether the nature of an employee's duties require the use of an Authority-owned vehicle between the employee's residence and place of employment. Approval may be revoked at the discretion of the Executive Director, for cause, depending on the needs of the Authority.

5. Workload.

Workload expectations will be reasonable. No employee will be regularly expected to maintain a job assignment that cannot be reasonably performed in the time allowed for the job assigned.

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

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

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 Housing Authority 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.

8. Limited-Term Appointments.

Defined as an employee appointed to a position designated by mutual agreement between the Authority and the Association as a "limited term" position. Limited term appointments shall not exceed one consecutive three (3) year period in the same position. Limited term employees are covered by all provisions of this bargaining agreement except they shall have no rights to layoff and recall. The Authority will notify the Association at least fifteen (15) days prior to making any such appointment. If such notification is not given, the employee will not be considered on limited-term appointment.

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

9. Personnel Files.

- (a) A personnel file shall be maintained for every employee and shall contain complete information pertinent to the employee's employment, including dates of employment.
- (b) Employees shall have access to their individual personnel file. Upon receipt of an employee's written request to review their file, the Executive Director or designee will schedule an appointment for the viewing of the file. The Executive Director, the H3S Director and persons specifically directed by the H3S Director shall be the only persons authorized to view any personnel file other than their own.
- (c) Letters of recommendation for persons seeking employment at the Housing Authority will be destroyed as soon as the position is filled. The subject of such letters will not

be allowed to view them.

- (d) An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
- (e) An employee shall have an opportunity to submit a written statement in opposition to any materials placed in the employee's personnel file by the Housing Authority. This shall be done by sending such comment to the Executive Director with a copy to the employee's supervisor, and a copy to the employee's personnel file.

10. 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:
 - Official Association announcements to the Association membership (such as meeting subjects, dates and times);
 - The meaning, interpretation or application of this Agreement;
 - The presentation and adjustment of grievances under Article 11 of this Agreement;
 - 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:
 - To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
 - To ask a question regarding meaning, interpretation, or application of this Agreement;
 - To present a grievance regarding the meaning, interpretation or application of this Agreement;
 - To request Association representation in matters concerning the meaning, application or interpretation of this Agreement.
- (d) In addition to collective bargaining matters, Association representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Association.
- (e) It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the

right to access and disclose all messages sent over the County email system for any purpose.

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

11. Interview/Testing Time.

The Housing Authority supports advancement and new job opportunities for the employees and will allow three (3) hours on a calendar year basis for an employee to test or to attend job interviews for a different position in Clackamas County or the Housing Authority other than the position currently held by the employee.

12. 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 Supervisor, and verification by the payroll division, payment in correction of the error shall be made in the employee’s paycheck for the current pay period.

B. Payments in Error.

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the Authority/County shall only recover, the overpayment for a period of one-hundred and eighty (180) calendar days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Supervisor in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the Authority/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 Authority/County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

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

2. The employee and the Authority/County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
3. If there is not mutual agreement at the end of thirty (30) calendar days, the Authority/County shall implement the repayment schedule stated in subsection (7) below.
4. If the overpayment amount to be repaid is more than twenty-five (\$25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five (\$25) dollars per payroll period. If an overpayment is less than twenty-five (\$25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.
5. An employee who has a factual disagreement with the Authority/County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
6. This article/section does not waive the Authority/County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
7. Employees can elect to either establish a payment plan through payroll deductions as described under Article 19, Section 12(C)(4) above or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the Authority/County, the Authority/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.

13. Video Cameras and GPS Data.

- A. Video camera recordings and/or GPS data may be accessed, reviewed and preserved as by the County for business reasons. Video recordings and GPS data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording and/or GPS data. In the event the County elects to review video and/or GPS data as part of an investigation, the County shall notify the Association and provide the Association with an opportunity to view the video and/or GPS data.
- B. In the event information revealed on video camera and/or GPS data raises concerns regarding employee conduct, the County will retain the video recording and/or GPS data and agrees to provide a copy of the video recording and/or GPS data to the Association and the employee in advance of any pre-disciplinary meetings.

ARTICLE 20 – TRANSFERS

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

1. Interdepartmental Transfers.

Any Clackamas County Employees' Association member that laterally transfers or demotes into a regular position in the Housing Authority shall retain full credit for service in the County in accordance with the Personnel Ordinance. Lateral interdepartmental transfers require the written approval of the appointing authorities and the Director of Human Resources or their designee. Employees wishing to voluntary lateral transfer either within their department or to another department must request in writing to the Director of Human Resources or their designee to be placed on a transfer list. Employees may be placed on a transfer list for a classification in which they are an incumbent.

2. Intradepartmental Transfers.

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

3. Voluntary Demotion.

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

ARTICLE 21 – PERFORMANCE EVALUATION

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

The parties agree that performance evaluation is not a disciplinary process. Therefore, the administration of discipline for performance related issues shall not occur during a performance evaluation meeting. However, any delay or denial of a merit increase is not discipline.

Performance evaluations become a part of the employee's work history and are kept in the official employee personnel file maintained by Human Resources. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee, within 30 calendar days from the date the employee received the performance evaluation, may submit a statement in writing to the Executive Director stating the reasons for the disagreement in as specific detail as possible. A copy of the statement by the employee must be filed with the Human Resources Department. When signing the evaluation form, the employee may add "in disagreement" next to the employee's signature.

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

ARTICLE 22 - 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 23 - TERMINATION

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

This Agreement may be amended at any time by mutual agreement of the Association and the Authority. Such amendments shall be in writing and signed by both parties.

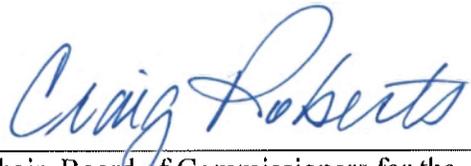
IN WITNESS WHEREOF, the parties hereto have set their hand
this 23rd day of April, 2025.

SIGNATURES ON THE FOLLOWING PAGE

FOR THE ASSOCIATION:

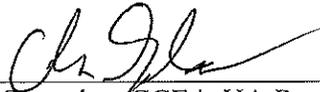
FOR THE AUTHORITY:

Katelyn Oldham Digitally signed by Katelyn Oldham
Date: 2025.04.23 13:34:42 -07'00'



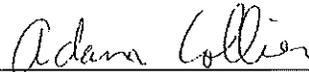
Katelyn Oldham, CCEA-HA Chief
Negotiator

Chair, Board of Commissioners for the
Housing Authority of Clackamas County



Alex Gonzalez, CCEA-HA President

Recording Secretary



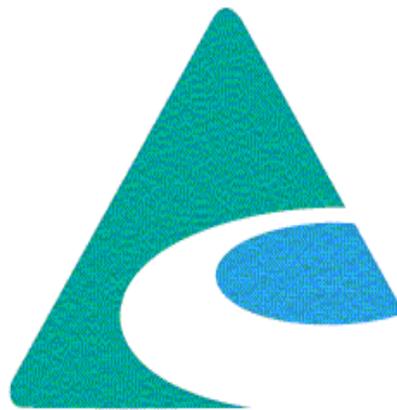
Adam Collier, Clackamas County Chief
Negotiator

Addendum 1

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

Exhibit C-3

**CLACKAMAS COUNTY
EMPLOYEES'
ASSOCIATION PART-
TIME/TEMPORARY**



CLACKAMAS
C O U N T Y

**2024-2027
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).

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, 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, 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 or upon ratification, whichever occurs later, except as otherwise agreed, and shall remain in full force and effect through June 30, 2027 or the date of signing a subsequent Agreement, whichever last occurs. This Agreement shall be automatically renewed on July 1, 2027, and each year thereafter unless either party shall notify the other in writing no later than January 1, 2027 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 23rd day of, April , 2025.

**For the Association -
Part-Time & Temporaries:**

For the County:

Katelyn Oldham Digitally signed by Katelyn Oldham
Date: 2025.04.23 13:29:46 -07'00'



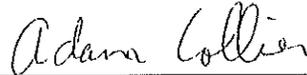
Katelyn Oldham, Chief Negotiator

Chair, Board of County Commissioners



Alex Gonzalez, CCEA President

Recording Secretary



Adam Collier, Chief Negotiator

Exhibit C-4

From: Vandecoevering, Cari <CariVan@clackamas.us>
Sent: Thursday, February 5, 2026 5:52 PM
To: Miller, Ryan <RMiller@clackamas.us>
Cc: alexg@ccea.us; scottv@ccea.us; grahamh@ccea.us; Katelyn Oldham <katelyn@OldhamLawOffice.com>
Subject: Demand to Bargain

Hello Ryan,

We are sending a demand to bargain over the reorganization/restructuring that is taking place in the Behavioral Health Division of H3S. Please let us know some dates/times that work to schedule a meeting to begin bargaining. The CCEA is also looking into filing a ULP due to the County's failure to notify the union of the division/programs restructuring intentions.

Thank you for your attention to this matter.

Cari Vandecoevering
CCEA Vice President

Exhibit C-5

From: [Miller, Ryan](#)
To: [Vandecoevering, Cari](#)
Cc: [alexg@ccea.us](#); [scottv@ccea.us](#); [grahamh@ccea.us](#); [Katelyn Oldham](#)
Subject: RE: Demand to Bargain
Date: Tuesday, February 10, 2026 4:47:55 AM

Good Morning Cari,

At this time, the County does not view the current situation as a reorganization. The department is continuing to evaluate budgetary constraints and externally driven requirements, including state prioritization mandates, and is assessing how best to align staffing and service delivery while minimizing impacts to employees. Many aspects of this work remain fluid, and the full scope of any potential impacts—including the extent of any layoffs—will not be known until the budget process is further developed, which is anticipated to occur in March.

Consistent with Article 2 of the CCEA Collective Bargaining Agreement, management retains the right to direct the workforce, determine the organization of services, and make decisions necessary to meet operational and fiscal requirements. At this stage, no final decisions have been made regarding staffing changes beyond what has already been communicated, and no new actions affecting represented employees have been implemented. Further any internal movement within BH for employees did not impact employee classifications or roles.

If you have information which clearly and definitely demonstrates impacts of some kind of reorganization, I would welcome that information. However, at this time I am unaware of any impacts that would warrant a demand to bargain,

Once the budget process is sufficiently complete and the nature and extent of any impacts on CCEA-represented employees are known, the County will notify the union and proceed in compliance with the Collective Bargaining Agreement, including any applicable bargaining obligations related to impacts.

We remain committed to keeping CCEA informed as more definitive information becomes available and to engaging in good-faith discussions at the appropriate time.

Please let me know if you have questions regarding this process.

Sincerely,

Ryan Miller, ELR Manager
Mobile: 971-666-7407
Clackamas County Human Resources

From: Vandecoevering, Cari <CariVan@clackamas.us>
Sent: Thursday, February 5, 2026 5:52 PM
To: Miller, Ryan <RMiller@clackamas.us>
Cc: [alexg@ccea.us](#); [scottv@ccea.us](#); [grahamh@ccea.us](#); [Katelyn Oldham](#) <[katelyn@oldhamlawoffice.com](#)>
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Thank you for your attention to this matter.

Cari Vandecoevering
CCEA Vice President

Exhibit C-6

From: [Katelyn Oldham](#)
To: "Miller, Ryan"; [Vandecoevering, Cari](#)
Cc: [alexg@ccea.us](#); [scottv@ccea.us](#); [grahamh@ccea.us](#)
Subject: RE: Demand to Bargain
Date: Tuesday, March 10, 2026 2:35:00 PM
Attachments: [CCEA Reorg RFI- 3-10-26.pdf](#)

Ryan,

Attached is an RFI related to this matter. We are requesting documents by March 24, 2026.

Katelyn

From: Miller, Ryan <RMiller@clackamas.us>
Sent: Tuesday, February 10, 2026 4:48 AM
To: Vandecoevering, Cari <CariVan@clackamas.us>
Cc: alexg@ccea.us; scottv@ccea.us; grahamh@ccea.us; Katelyn Oldham <katelyn@OldhamLawOffice.com>
Subject: RE: Demand to Bargain

Good Morning Cari,

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Consistent with Article 2 of the CCEA Collective Bargaining Agreement, management retains the right to direct the workforce, determine the organization of services, and make decisions necessary to meet operational and fiscal requirements. At this stage, no final decisions have been made regarding staffing changes beyond what has already been communicated, and no new actions affecting represented employees have been implemented. Further any internal movement within BH for employees did not impact employee classifications or roles.

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Ryan Miller, ELR Manager
Mobile: 971-666-7407
Clackamas County Human Resources

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Sent: Thursday, February 5, 2026 5:52 PM
To: Miller, Ryan <RMiller@clackamas.us>
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Thank you for your attention to this matter.

Cari Vandecoevering
CCEA Vice President

OLDHAM LAW OFFICE, LLC

Serving Workers, Labor & Progressive Organizations

Katelyn S. Oldham
Licensed in OR, WA, AK
katelyn@oldhamlawoffice.com
Alex G. Meggitt
Licensed in OR
Alex@oldhamlawoffice.com

March 10, 2026

Ryan Miller
Employee & Labor Relations Manager
Public Service Building (PSB)
Human Resources - 3rd Floor - Suite 310
2051 Kaen Road
Oregon City, OR 97045
RMiller@clackamas.us

RE: Request for Information re: BHD reorganization

Dear Ryan:

This is a follow up request for information related to the County's February 10th denial of CCEA's demand to bargain over a reorganization in the Behavioral Health Division (BHD) of H3S. In regard to the County's recent disclosure of a reorganization of the BHD, and the Association's responsibility to administer the collective bargaining agreement, including Article 23 section 6, the CCEA requests the following documents from the County:

1. Any documents or communications concerning the County's potential reorganization or restructuring of BHD.
2. Any documents or communications related to anticipated budget constraints or external constraints, including state prioritization mandates, the County is considering in its potential reorganization or restructuring of BHD.
3. Any communications from January 2026 to present from H3S or BHD supervisors to BHD employees regarding restructuring of the Division or changes in employees' job responsibilities or titles.

Oldham Law Office LLC
12275 SW 2nd Street
Beaverton, OR 97005
T: (503) 596-2696

OLDHAM LAW OFFICE

CCEA – Behavioral Health Division RFI

March 10, 2026

Page 2

4. The proposed BHD organizational chart for the 2026-27 budget.
5. Any proposed or final BHD budgets for 2025-26 and 2026-27.
6. Any documents or communications reflecting the reorganization or restructuring's potential impacts on the Association or its members.
7. Any documents in the County's possession defining "reorganization" as used in Article 23 of the CBA.

The Association understands that this request may include confidential information and is willing to enter into a stipulated protective order regarding any confidential documents.

Please provide these documents by March 24, 2026. Please let me know if you have any questions or concerns.

Sincerely,

OLDHAM LAW OFFICE

s/Katelyn S. Oldham

Exhibit C-7

From: [Miller, Ryan](#)
To: cceanotify@ccea.us
Cc: [Mason-Joyner, Philip](#); [Kern, Karen](#); [Rumbaugh, Mary](#); [Childers, Sherryl](#)
Subject: CCEA Notification of Behavioral Health Restructuring
Date: Wednesday, March 18, 2026 6:02:04 PM

Good Evening CCEA,

As part of the current reduction in force, the County is also implementing a restructuring of the Behavioral Health Division (BHD) to align with updated funding requirements and service priorities established by the Oregon Health Authority (OHA).

These changes include the elimination of 7.0 FTE, the reassignment of 2.0 FTE to care coordination functions to preserve positions, and a broader shift of resources toward direct service delivery. Specifically, this restructuring prioritizes services for individuals exiting institutional settings, increases capacity within the ATLAS (Adult Treatment, Linkage and Advocacy Services) team, and reallocates staff resources from non-direct service functions and the crisis line to support increased demand for in-person care through the walk-in clinic.

These actions are necessary to address ongoing budget constraints, including an existing structural deficit, and to ensure compliance with state funding requirements under the County Financial Assistance Agreement (CFAA). While these changes are difficult, they are intended to preserve as many positions as possible while maintaining required service levels.

Please reach out if you have any questions which I can help answer,

Ryan Miller, ELR Manager
Mobile: 971-666-7407
Clackamas County Human Resources

Exhibit C-8

From: [Miller, Ryan](#)
To: cceanotify@ceea.us
Cc: [Rumbaugh, Mary](#); [Childers, Sherry](#); [Minor-Lawrence, Evelyn](#); [Aguilar, Kevin](#); [Smith, Nina](#); [Mason-Joyner, Philip](#); [Swanson, Denise](#); [Pedersen, Heather](#)
Subject: CCEA Union Notification of Reduction in Force for H3S
Date: Wednesday, March 18, 2026 5:58:23 PM
Attachments: [H3S CCEA Union Notification March 18th, 2026.pdf](#)

Good Evening,

Please see the attached notice. If you have any questions, please let me know.

Best,

Ryan Miller, ELR Manager
Mobile: 971-666-7407
Clackamas County Human Resources



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES
PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

VIA EMAIL

TO: Alex Gonzalez, CCEA President
Katelyn Oldham, CCEA Service Representative

DATE: March 18th, 2026

SUBJECT: Notice of Layoff

I am writing to notify you of an upcoming layoff in the Health, Housing, and Human Services (H3S) Department. Due to budget deficit, the department will be required to proceed with layoff procedures for the incumbent employees in the positions to be eliminated that effects EA represented members. Due to this department facing numerous budgetary pressures due to decreased or flat revenue from several federal and state funding sources, the department made a reduction in 11 FTE in order to close the budget deficit.

Impacted Positions:

- 1 Abuse Investigator
- 1 Human Services Coordinator 2
- 1 Management Analyst 2
- 1 Management Analyst Senior
- 2 Mental Health Specialist 2
- 1 Mental Health Specialist 3
- 3 Program Planner
- 1 Senior Program Planner

Employee and Labor Relations will be working with the Health, Housing and Human Services Department to implement the layoff plan in accordance with the CCEA Collective Bargaining Agreement and the County's policies and procedures.

Management will be meeting with affected employees tomorrow, March 19th to provide initial information regarding the layoff process. Following those discussions, Employee and Labor Relations will be sending individual notifications to impacted employees regarding meetings scheduled for next week, where they will receive important information to support their decision-making, including whether to exercise any applicable bumping rights.

To ensure employees receive this information directly and have an opportunity to ask questions in a structured setting with their managers, we ask that the Union hold off on communicating with affected members regarding these matters until after managers have had an opportunity to meet with employees tomorrow.

If you have any questions or would like clarification regarding the layoff procedure, contact me at rmiller@clackamas.us.

Respectfully,



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES
PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

Ryan Miller, MSIOP, MBA, CLRP, CLRL
Senior Employee and Labor Relations Manager
Clackamas County Department of Human Resources
2051 Kaen Rd., Suite 310
Oregon City, OR 97045
971-666-7407

CC: (via email only)
Mary Rumbaugh, Director of Health, Housing, and Human Services
Denise Swanson, Deputy Director of Health, Housing, and Human Services
Philip Mason-Joyner, Deputy Director of Health, Housing, and Human Services
Evelyn Minor-Lawrence, Director of Human Resources
Nina Smith, Manager of Classification and Compensation
Kevin Aguilar, Recruitment and Selection
Heather Pederson, Deputy HR Director
Sherryl Childers, ELR Business Partner

Exhibit C-9

Workforce Reduction Procedure SOP

H3S - Director's office
To: H3S - Mgmt I & II
Cc: H3S - Division Directors

Retention Policy: 20 Year Delete (20 years)

Expires: 3/4/2046

 Workforce Reduction SOP.docx
47 KB

Hello,

Attached is the SOP document from today's meeting. As a reminder, HR has asked that this be shared only with managers/supervisors for the time being.

Thank you

Katie Strong
Executive Assistant
Health, Housing & Human Services, Directors Office
2051 Kaen Rd, Suite 229
Oregon City, OR 97045
(971) 978-8643

I

- **Version #1.0**
- **Approved by:** Evelyn Minor-Lawrence
- **Date Approved:** 04 March 2026

Purpose

This Standard Operating Procedure (SOP) establishes a consistent, transparent, and compliant framework for planning and implementing workforce reductions. It ensures compliance with applicable Collective Bargaining Agreements (CBAs), County policies, employment laws and regulations, and stakeholder expectations while supporting clear communication and minimizing operational disruption.

Guiding Principles

County Departments and Human Resources business operations will commit to the following expectations throughout the workforce reduction process:

1. The workforce reduction process will be in compliance with all applicable Collective Bargaining Agreements, County policies, and employment laws and regulations.
2. Established timelines will be clearly defined and consistently followed.
3. All information shared will be accurate, and decisions will be made in a timely manner.
4. Management will be kept informed and employees will receive sufficient information to make informed decisions.
5. Communication with impacted employees will occur during regular business hours.
6. Confidentiality will be preserved as reasonably possible throughout the process.
7. A communication strategy/plan will be developed and followed by the department in partnership with Employee and Labor Relations.
8. Employee and Labor Relations will be available onsite to answer questions during regular hours.
9. Regular check-ins will be held with key stakeholders to monitor progress and address issues as they arise.

Roles & Responsibilities

- **Employee & Labor Relations (ELR):** Manages the process ensuring compliance with CBAs, County policies, and applicable employment laws and regulations. Conducts placement analysis and makes determinations.
- **Department Executive Leadership:** Develops business reduction plan in collaboration with ELR and communicates with lower-level management.
- **County Administrator & HR Director:** Review and issue a determination on the workforce reduction plan.
- **HR Division Managers:** Support implementation and coordination of the approved workforce reduction plan.
- **Front-Line and Mid-Level Managers:** Follow communication plan, complete required documentation, provide orientation for impacted employees, communicate performance expectations, update ELR within the timelines governed by the CBA. Maintain a supportive, professional environment throughout the transition.

Workforce Reduction Procedure

1. Preparation: Workforce Planning

The Department shall prepare a **confidential** business reduction plan in partnership with ELR completing a Business Reduction Plan Packet with the following details:

- a. Identification of the budgetary need for reduction and affected programs.
- b. Identification of classifications within the affected program(s).
- c. Identification of all department programs utilizing the impacted classifications.
- d. Identification of the number of positions (FTEs) to be eliminated.
- e. Identification of minimum qualifications, knowledge, skills, and attributes of impacted classifications.

i. Any updated Position Classification Questionnaires (PCQs) must be submitted to Classification and Compensation for filing and future reference during the bumping process. Classification and Compensation will provide updates to Employee and Labor Relations.

f. Identification of:

i. Occupied positions for which an exception to the layoff order is requested.

**Any exceptions to layoff order requests must be included in the initial business reduction plan submission. No exceptions will be accepted after County Administrator approval.*

ii. Vacant positions with no plan to fill, which shall be excluded from placement analysis.

g. The Department shall review the business reduction plan with the ELR Manager. Following this review the department shall submit the business reduction plan to County Administrator and HR Director.

2. Review and Determination Process

a. The County Administrator and HR Director will review the submitted plan.

b. Clarification meetings with the Department may be scheduled as needed.

c. A formal determination will be issued to the Department Director and ELR Manager.

3. Implementation

a. The Department and ELR shall jointly develop a communication plan addressing message content, timing, target audiences, and communication channels. WFR Communication Plan Guidance.

b. ELR will notify the HR managers at the start of the workforce reduction process to ensure timely and effective process support.

c. Upon approval, ELR will identify impacted employees in compliance with applicable Collective Bargaining Agreements and County policy. ELR will notify the appropriate HR managers.

d. ELR will issue a formal written notice to the applicable union(s) in accordance with their collective bargaining agreement notice timelines.

e. In accordance with the established communication plan, the Department shall issue a high-level department-wide communication regarding workforce reductions and program impacts.

f. Notice the impacted employees

i. Initial Notification

1. Department Manager/Supervisor will conduct one-on-one meetings with impacted employees informing them that ELR will provide formal written notice regarding the elimination of their position and next steps. WFR Impacted Employee Communication Template.

ii. Formal Layoff Notification

1. ELR schedules a layoff notification meeting and issues a meeting invitation to the affected employee(s). The invitation will include workforce reduction information and the meeting date, time, and location.

**Employee Weingarten Rights are not applicable during meetings regarding layoffs.*

2. During the formal layoff meeting, ELR will provide:

- a. Official written notice of position elimination.
- b. If applicable: bump list, bump request form, and a link to the Classification Specifications.
- c. Any other relevant resources and benefits information.

iii. Employee Response

- 1. Represented probationary and non-represented employees have no bumping rights.
- 2. Non-probationary represented employees may choose to accept layoff in lieu of exercising bumping rights. Employees exercise bumping rights by submitting a completed bump form within the timeline outlined in the applicable CBA or EPP 37.

iv. Position Placement Analysis

1. ELR will conduct placement analysis in partnership with Classification and Compensation as well as Recruitment and Selection and makes a determination based on applicable position MQ's and the employee's experience, knowledge, skill and attributes.
2. ELR issues a notice of the placement analysis determination including Salary Placement Analysis (SPA) to the impacted employee copying appropriate stakeholders.
3. If an employee bumps into an occupied position, this process shall repeat for the employee impacted by the bump process in accordance with the applicable CBA and County policies.
4. **No one moves until all employees have either been placed or laid off.**

4. Post-Placement: Orientation, Appeals, and Recall

a. Qualifications Review Committee

- i. In accordance with the county policy an employee may file an official appeal following a placement, ELR will initiate and coordinate the Qualifications Review Committee (QRC) process in accordance with the applicable CBA.

b. Orientation Period

- i. Receiving managers shall provide appropriate orientation and communicate performance expectations for placed employees. Managers shall provide regular feedback during the orientation period and promptly communicate any performance concerns to ELR.
- ii. ELR will monitor the orientation timeline and provide guidance to managers to ensure compliance with County policy and the applicable Collective Bargaining Agreement (CBA).
- iii. If it is determined that a placed employee is unsuccessful in performing the duties of the position within the contractual orientation period, the County will proceed in accordance with the applicable CBA and County policies. All determinations shall be reviewed with ELR prior to implementation.

c. Layoff Status and Recall Activation

- i. All regular status non-probationary employees bumped or laid off are eligible for recall status. Employees placed on recall status shall receive written confirmation outlining their recall status in accordance with the applicable CBA and county policy.

ii. ELR will coordinate with Recruitment and Selection to ensure the recall list(s) are accurate and in compliance with recall obligations prior to initiating recruitment for affected classifications.

iii. Recruitment and Selection shall maintain and track recall eligibility, seniority order, and expiration timelines in accordance with the applicable CBA.

d. Recall Process

i. When a vacancy occurs in a classification where recall rights exist, Recruitment and Selection will review recall eligibility prior to any recruitment activity.

ii. Recall offers shall be issued in accordance with the applicable CBA. Failure to respond or accept recall within the contractual timeline may result in removal from the recall list, consistent with the CBA and county policy.

e. Process Closure and Documentation

i. HRIS shall update personnel records to reflect final outcomes, including placement, layoff, recall activation, or return to work.

Related Resources

[Collective Bargaining Agreements](#)

[EPP 37](#)

[County Code Chapter 2.05](#)

[Business Reduction Plan Packet](#)

[WFR Communication Plan Guidance](#)

[WFR Impacted Employee Communication Template](#)

Exhibit C-10

From: [Miller, Ryan](#)
To: ["Cari Vandecoevering"](#); ["Alex Gonzalez, CCEA President"](#); [Katelyn Oldham](#)
Cc: [Schmidt, Gary](#); [scottv@ccea.us](#); [katiek@ccea.us](#); [lianek@ccea.us](#); [maevec@ccea.us](#); [grahamh@ccea.us](#); [Minor-Lawrence, Evelyn](#); [Rumbaugh, Mary](#); [Childers, Sherryl](#)
Subject: RE: Layoff Process RFI
Date: Wednesday, March 18, 2026 4:25:51 PM

Hi Cari,

Thank you for the response and for identifying the officers who should be included. I look forward to our meeting next week where we can discuss this topic further on Thursday, March 26th.

With respect to the information request, I want to make sure I fully understand what specific communication you are referencing so that I provide the correct materials. There have been a number of internal discussions and related communications over the past several months regarding workforce reductions, and I want to avoid making assumptions and sending something that does not align with your request.

Could you please clarify the specific email or communication you are referring to (e.g., approximate date, sender, or context)? That will help ensure I identify and provide the appropriate information.

Thanks,
Ryan Miller, ELR Manager
Mobile: 971-666-7407
Clackamas County Human Resources

From: Cari Vandecoevering <Cariv@ccea.us>
Sent: Tuesday, March 17, 2026 11:23 AM
To: Miller, Ryan <RMiller@clackamas.us>; 'Alex Gonzalez, CCEA President' <Alexg@ccea.us>; Katelyn Oldham <katelyn@oldhamlawoffice.com>
Cc: Schmidt, Gary <GSchmidt@clackamas.us>; scottv@ccea.us; katiek@ccea.us; lianek@ccea.us; maevec@ccea.us; grahamh@ccea.us; Minor-Lawrence, Evelyn <Elawrence2@clackamas.us>; Rumbaugh, Mary <MaryRum@clackamas.us>; Childers, Sherryl <SChilders@clackamas.us>
Subject: RE: Layoff Process RFI

Warning: External email. Be cautious opening attachments and links.

We have discussed as officers and have come to an agreement, we would be willing to meet with you and the County Administrator. We ask that the following officers be included in any meetings as they are the ones that had the most involvement in the last round of layoffs:

Alex Gonzalez
Cari Vandecoevering
Graham Hill

Scott Vandecoevering

In regards to the information request. The layoff process is part of the CBA. Any processes, guidelines or proposed processes should be shared with the CCEA so that we can review and proceed accordingly. We will ask again for a copy of the email and all attachments which outline any proposed processes and/or guidelines regarding layoffs so that we, as a union, may review it since it directly relates to Article 22 of the CBA.

CCEA

From: "Miller, Ryan" <RMiller@clackamas.us>
To: "'Alex Gonzalez, CCEA President'" <Alexg@ccea.us>, 'Cari Vandecoevering' <Cariv@ccea.us>
Cc: "Schmidt, Gary" <GSchmidt@clackamas.us>, "scottv@ccea.us" <scottv@ccea.us>, "katiek@ccea.us" <katiek@ccea.us>, "lianek@ccea.us" <lianek@ccea.us>, "maevec@ccea.us" <maevec@ccea.us>, "grahamh@ccea.us" <grahamh@ccea.us>, "Minor-Lawrence, Evelyn" <Elawrence2@clackamas.us>, "Rumbaugh, Mary" <MaryRum@clackamas.us>, "Childers, Sherry" <SChilders@clackamas.us>
Date: Tue, 17 Mar 2026 16:05:45 +0000
Subject: RE: Layoff Process RFI

Good morning Alex,

Thank you for your response and for outlining CCEA's perspective. I want to start by reiterating what I shared previously. Over the past several months, there have been a number of internal discussions following the workforce reductions that occurred in late 2025 and early 2026. Those conversations have been focused on ensuring internal alignment around roles, responsibilities, and consistency in how the process is administered moving forward. As noted, I am not certain which specific meeting is being referenced in your earlier message as we have had so many recently.

That said, I hear your concern regarding inclusion and the importance of ensuring that the process moving forward is both contractually compliant and experienced by employees as supportive. We share that goal. The County remains committed to administering any future workforce reductions in full alignment with the applicable collective bargaining agreements and in a manner that is thoughtful, consistent, and respectful to impacted employees something which the CCEA has voiced as a concern.

With respect to the information request, we want to ensure we are responsive and are evaluating requests consistent with our obligations. To help us do that, it would be helpful to better understand how the specific information requested relates to a grievance, contract administration issue, or bargaining topic. If you are able to provide additional context on that, we can assess and respond accordingly.

More broadly, I do think it would be beneficial for us to connect directly. The County Administrator and I would welcome the opportunity to meet with you to discuss your concerns in more detail, including your perspective on prior processes and any recommendations you have for improving the experience for employees moving forward. My goal would be to ensure we have a shared understanding and identify where alignment and collaboration can be strengthened.

Please let me know if you would be open to meeting and your availability, and I will coordinate on my end.

Thank you again for your engagement on this.

Ryan Miller, ELR Manager

Mobile: 971-666-7407

Clackamas County Human Resources

From: Alex Gonzalez, CCEA President <Alexg@ccea.us>

Sent: Monday, March 16, 2026 9:08 AM

To: Miller, Ryan <RMiller@clackamas.us>; 'Cari Vandecoevinger' <Cariv@ccea.us>

Cc: Schmidt, Gary <GSchmidt@clackamas.us>; scottv@ccea.us; katiek@ccea.us; lianek@ccea.us; maevec@ccea.us; grahamh@ccea.us; Minor-Lawrence, Evelyn <Elawrence2@clackamas.us>; Rumbaugh, Mary <MaryRum@clackamas.us>; Childers, Sherryl <SChilders@clackamas.us>

Subject: RE: Layoff Process RFI

Warning: External email. Be cautious opening attachments and links.

Good Morning Ryan,

So to clarify, Ryan, you are saying HR and H3S has had multiple meetings over the past few months regarding the layoff process, none of which included CCEA leadership to provide our thoughts and recommendations based on direct feedback from impacted members. You mention in your email your intent is to provide "the appropriate support for employees". CCEA leadership shares this goal and is the trusted source of support for our members, so any solutions should involve CCEA.

And per the highlighted section in your response, I think it was pretty clear what was being requested in the original email.

I understand you intend to follow the CBA as you perceive it. Unfortunately, the CBA was violated by HR during the bumping/layoff processes, so trust has been broken. The bigger concern, which has been mentioned many times and is continuing to cause issues, is the refusal on the part of HR to include the union in any conversations to ensure any future layoff/bumping processes do follow the CBA and are trauma-informed. The continued refusal shows that HR does not want to build a relationship and work together on issues.

The union will continue to be ready and willing to work on issues together, but we can only do that when we are included in the conversations, which as you've clearly outlined, is not happening. From your email response, it appears you are only willing to discuss or include the union in matters when you believe it is required per the CBA.

To sum up, we are asking you once again to value our input on this issue by involving union leadership in these important discussions and being accountable to us about proposed changes and solutions.

Thank you for responding in a timely manner.

In Solidarity,

Alex Gonzalez, CCEA President

Clackamas County Employee Association

PO Box 268, Oregon City, OR 97045

From: "Miller, Ryan" <RMiller@clackamas.us>
To: 'Cari Vandecoeving' <Cariv@ccea.us>
Cc: "Schmidt, Gary" <GSchmidt@clackamas.us>, "scottv@ccea.us" <scottv@ccea.us>, "katiek@ccea.us" <katiek@ccea.us>, "lianek@ccea.us" <lianek@ccea.us>, "alexg@ccea.us" <alexg@ccea.us>, "maevec@ccea.us" <maevec@ccea.us>, "grahamh@ccea.us" <grahamh@ccea.us>, "Minor-Lawrence, Evelyn" <ELawrence2@clackamas.us>, "Rumbaugh, Mary" <MaryRum@clackamas.us>, "Childers, Sherry" <SChilders@clackamas.us>
Date: Thu, 12 Mar 2026 19:13:13 +0000
Subject: RE: Layoff Process RFI

Hi Cari,

I want to make sure I understand the reference in your message. Over the past several months we have had a several internal discussions related to the workforce reductions that occurred in late 2025 and continued into early 2026. Because of that, I am not certain which specific meeting you are referring to in your email.

That said, I want to reassure you that the County intends to follow the applicable contract and policy provisions related to workforce reductions to the letter. As part of our internal work following the recent workforce reductions, I have been working in partnership with H3S management to ensure that roles, responsibilities, and expectations are clear and that everyone is understands this process should workforce reductions be necessary in the future.

The County and I recognizes that workforce reductions are difficult and often stressful process, especially for employees who may be impacted. Our intent is to approach this process thoughtfully and with care, ensuring it is handled with compassion, respect and appropriate support for employees.

Our goal in doing so is to ensure that the process is administered consistently and in accordance with the applicable collective bargaining agreements.

If you have questions about the County's workforce reduction process or would like to discuss it further, I am happy to connect with you and or other officials from the union. Please feel free to reach out and we can set up some time to talk.

Best,

Ryan Miller, ELR Manager
Mobile: 971-666-7407
Clackamas County Human Resources

From: Cari Vandecoeving <Cariv@ccea.us>
Sent: Thursday, March 12, 2026 10:23 AM
To: Miller, Ryan <RMiller@clackamas.us>
Cc: Schmidt, Gary <GSchmidt@clackamas.us>; scottv@ccea.us; katiek@ccea.us; lianek@ccea.us; alexg@ccea.us; maevec@ccea.us; grahamh@ccea.us
Subject: Layoff Process RFI

Warning: External email. Be cautious opening attachments and links.

Ryan,

It is our understanding that HR and H3S Admin had an "After Action" meeting regarding layoffs. I cannot express to you the continued disappointment in how the CCEA is consistently being excluded and not given an opportunity to participate in meetings such as this to provide input and feedback. We have asked to be included, and continue to ask to be included in these types of meetings, in an effort to work together.

We are officially requesting to receive a copy of the new layoff process that has been shared with H3S management by 3/13/2026 so that we may review it. We would appreciate a copy of the exact email that was sent.

We will again ask that HR consider including the union in discussions such as these so that we can work together to solve issues in the best interest of both parties. Continued exclusion only creates more division and is not solving any problems but creating them. This is one of the exact issues we have recently taken to the Commissioners and asked for their assistance with.

Thank you,
CCEA Officers