

**CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Sitting/Acting as (if applicable)**  
**Policy Session Worksheet**

**Presentation Date:** 03/12/2019    **Approx. Start Time:** 3:30PM    **Approx. Length:** ½ Hour

**Presentation Title:** Presentation of Changes for Clackamas County Employees' Association (CCEA, CCEA-EAT, and CCEA-HA) and AFSCME – DTD/BCS Contracts

**Department:** Human Resources

**Presenters:** Eric Sarha, Deputy Director/Chief Negotiator

**Other Invitees:** Evelyn Minor-Lawrence, Director of Human Resources

**WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?**

We are asking the Board to approve the attached contracts effective July 1, 2018 to June 30, 2021. These contracts are on the Thursday, Business Meeting Agendas for March 14<sup>th</sup> 2019.

**EXECUTIVE SUMMARY:**

On February 7, 2019, the County and CCEA reached full tentative agreement on the CCEA, CCEA-EAT, and CCEA-HA contracts, and ratification votes successfully passed for all three contracts on March 5, 2019.

On January 22, 2019, AFSCME-DTD agreed to present the County's Last, Best, Final Offer to its members for vote. On February 13, 2019, AFSCME-DTD's ratification vote successfully passed.

**FINANCIAL IMPLICATIONS (current year and ongoing):**

Is this item in your current budget?     YES     NO

What is the cost?    CCEA: \$13,605,652.40  
                              CCEA – EAT: \$1,703,936.60  
                              CCEA – HA: \$439,071.31  
                              AFSCME – DTD/BCS: \$1,976,723.00

What is the funding source? Varies by Department

**STRATEGIC PLAN ALIGNMENT:**

- How does this item align with the County's Performance Clackamas goals?

Maintaining effective employee and labor relations contributes to a productive workforce and building public trust through good government.

**LEGAL/POLICY REQUIREMENTS:**

Not applicable.

**PUBLIC/GOVERNMENTAL PARTICIPATION:**

Not applicable.

**OPTIONS:**

Not applicable.

**RECOMMENDATION:**

Staff recommends the Board approve the attached contracts for CCEA, CCEA-EAT, CCEA-HA, and AFSCME-DTD/BCS.

**ATTACHMENTS:**

Attachment #1 - CCEA, CCEA – EAT, CCEA – HAT and AFSCME – DTD/BCS Contract Change Summaries

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_

Department Director/Head Approval \_\_\_\_\_

County Administrator Approval \_\_\_\_\_

For information on this issue or copies of attachments, please contact \_Eric Sarha\_\_@ 503-655-8292\_\_\_\_\_

**Clackamas County  
and  
CCEA - Main**

**Contract Change Summary**

**Background:**

Clackamas County and CCEA entered into bargaining for a new contract on February 6, 2018. The County and CCEA held twelve (12) bargaining sessions and four (4) mediation sessions. On February 7, 2018, the County and CCEA reached full tentative agreement on a new three (3) year contract. On March 5, 2019, CCEA's ratification vote successfully passed.

A summary of the substantive changes\* are as follows:

**Article 1 – Recognition**

Increased the number of hours a temporary employee can work in a twelve (12) month period from 1462.5 hours to 1502.5 hours for positions normally worked 37.5 hours per week; increased from 1560 hours to 1600 hours for positions normally work 40 hours per week. Also defined the Affordable Care Act (ACA) look back period of November 1 through October 31.

**Article 3 – Hours of Work**

Section 2 – Work Week (New language): Defined two types of base work schedules, Regular and Alternative, and clarified the holiday pay value and overtime threshold for each type of base schedule.

**Regular Schedule:** Either five (5) consecutive 7.5 hour days, five (5) consecutive 8 hour days, four (4) consecutive 10 hour days, or three (3) consecutive 9.5 hour days plus one (1) 9 hour day.

Holiday Pay: 7.5 hours for a 5/7.5 schedule; 8 hours for a 5/8 schedule; 10 hours for 4/10 schedule; and 9.5 hours for a 3/9.5 plus 9 schedule.

OT Threshold: After 7.5 hours for a 5/7.5 schedule; after 8 hours for a 5/8 schedule; after 10 hours for 4/10 schedule; and after 9.5 hours for a 3/9.5 plus 9 schedule; after 40 hours in a workweek.

**Alternative Schedule:** The County and the Union recognize that in order to adequately serve the public or meet employee personal needs, the employee and supervisor may agree to an alternative schedule, provided that:

- a. The agreed upon schedule meets the needs of the County;
- b. The schedule does not establish a workday that is less than 4 hours nor more than 10 hours;
- c. The scheduled start/end times begin on the hour or in 15-minute increments thereafter;
- d. The schedule does not establish a workweek in excess of 40 hours;
- e. The schedule is in place 30 days or more.

**Example:** one week of 5/8s and one week of 4/10s (40 hour workweek); or, 4/9s and a 4 (40 hour workweek). Contract lists additional examples.

Holiday Pay: 7.5 hours (5 day/37.5 hour workweek); 8 hours (5/8 schedule - 40 hour); 9.5 hours (4 day/37.5 hour workweek); 10 hours (4/10 schedule - 40 hours.)

OT Threshold: After 37.5 hours in a workweek if on a 37.5 hour workweek schedule; after 40 hours in a workweek if on a 40 hour workweek schedule; no daily overtime.

Flexible Schedule: The ability to temporarily flex work schedules remains. However, the value of the paid holiday and the overtime threshold will be the same as the employee's base Regular or Alternative work schedule.

#### **Article 6 – Sick Leave**

Section 7 – Vacation Option: Now only those employee on approved FMLA/OFLA will have the option to retain up to 40 hours of vacation time prior to being placed on leave without pay.

#### **Article 7 – Vacation Leave**

Section 2 – Vacation Times: Clarified that employees are to provide twenty-four (24) hours advance notice when submitting short notice vacation requests. In the event twenty-four (24) hours advance notice is not practical, such as an emergency, employees may be allowed to use vacation or floating holiday with supervisor's approval.

#### **Article 9 – Health and Welfare**

Section 1 – Medical Coverage: Effective January 1, 2019, and for plan years effective January 1, 2020 and 2021, the County will pay an amount equivalent to 95% of the composite premium rate for each medical plan up to a maximum of 105% of the previous year's County contribution.

Medical Opt-Out cash back amount will be per the yearly Benefit Summary, subject to applicable withholdings; amount removed from the contract.

Section 4 – Dental Insurance: The County will continue to contribute monthly amount equal to 100% of the composite premium for each full coverage dental plan.

Specified Dental Opt-Out cash back amount will be per the yearly Benefit Summary, subject to applicable withholdings.

#### **Article 10 – Wages**

Section 1 – Wages:

(a) After full ratification by both parties, employees shall receive a 2.8% cost of living increase effective the first full pay period after the ratification date. In lieu of retroactive pay, employees shall receive a one-time lump sum payment based on the employee's gross pay earnings (base pay, overtime, longevity, and incentives) for the period of July 1, 2018 to the first full pay period after the effective date of ratification.

Effective July 1, 2019 and July 1, 2020, employees shall receive a cost of living increase equal to the percentage increase in the 2018 US Consumer Price Index, CPI-W: West Urban Annual Average, with a minimum of \*0% and a maximum of 4.5%.

Note: In years two and three, the floor of the cost of living increase was reduced from 2% to 0%. The ceiling remains the same.

**Note:** *The CPI Index historical used (Portland/Salem) is no longer being published after January 1, 2018. Therefore, County negotiated a new CP Index. CPI Index agreed to is the same Index used for the non-represented group and negotiated with AFSCME-DTD and AFSCME-WES. For year two, the index has published a 3.5% increase.*

- (c) Added language to clarify that the out of class rate will not exceed the maximum rate of the higher classification's salary grade.
- (d) Clarified that Community Corrections Counselors assigned to Field Training Officer (FTO) duties received 10% increase when performing those duties.
- (e) Added language that Community Correction Officers, Community Corrections Counselors, Office Specialist 2s, Human Service Assistants, Administrative Analysts, Human Services Coordinators, and Case Managers who work in Community Corrections and are assigned training duties for which they are appropriately certified will be paid a 5% increase over the employee's current base hourly wage while performing such duties.

Community Correction Officers, Community Corrections Counselors who are also assigned FTO duties are not eligible to receive the 5% increase under this provision, but will continue to receive the 10% increase under Article 10(1)(d) while performing FTO duties.

Section 2 – Overtime: Clarified that employees must have prior approval to work overtime and that management has the right to assign overtime based on business needs. Overtime is payable based on the employee's Regular or Alternative schedule as set in the timekeeping system.

Employees in the classification of Dentist will 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, similar to employees in the classification Psychiatrist and Public Health Physician.

Section 7 – Shift Differential (New language): Incorporated existing MOA that Community Corrections Officers who work a majority of their regular scheduled work hours after 11:00p.m. shall receive a shift differential of \$2.00 per hour for all hours worked during their shift.

Section 8 – On-call Pay : Incorporated existing MOA that Community Corrections Officers receive one-hundred and fifty dollars (\$150) per week when assigned on-call duties.

Section 10 – Bilingual Pay, Sub-section C (New language): Added that when a second language is not required, but an employee is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional 5% of their base hourly rate for actual time, rounded to the nearest hour, for performing bilingual duties. No changes to the existing 5% increase when a secondary language is a required condition for holding a position.

Section 12 – DPSST Certification (New language): Community Corrections Officers who obtain a DPSST Intermediate Certificate in corrections will be paid an additional \$25 per pay period. Community Corrections Officers who obtain a DPSST Advanced Certificate in corrections will be paid \$50 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.

**Article 11 – Afterhours Mobile Crisis Services For behavioral Health Crisis Program** (New Article; revised existing language and moved from Article 10 – Wages).

Section A – Shifts, Sub-Section 4 (Revised language): Incorporated an MOA that clarified that the Holiday Shift begins at 6:30 pm on the evening before any holiday recognized in Article 5 and end at 6:30 pm the following day, whether or not that day is the employee’s observed Holiday.

Section B – Compensation (Revised language): After Hours assignments will be paid as follows:

1. Weekday Shift: Three (3) hours (**increased from 2 hours**) of straight time for carrying a phone/pager and/or laptop for the shift. In addition, time and one-half for any hours actually worked triaging or conducting a mobile crisis response in the community.

2. Holiday Shift: Eight (8) hours (**increased from 6 hours**) straight time pay for carrying a phone/pager and/or laptop. In addition, time and one-half for any hours actually worked triaging or conducting a mobile crisis response in the community.

3. Holiday Closing Shift: Eight (8) hours (**increased from 4 hours**) of straight time for carrying a phone/pager and/or laptop. In addition, time and one-half for any hours actually worked triaging or conducting a mobile crisis response in the community.

4. Weekend Shifts (Fridays and Saturdays): Five (5) hours (**increased from 4 hours**) straight time for carrying a phone/pager and/or laptop. In addition, time and one-half half for any hours actually worked triaging or conducting a mobile crisis response in the community.

5. A QMHP classified as a Case Manager in their regular county position and who performs After Hours Mobile Crisis Services, will be placed Temporarily Out of Class as a Mental Health Specialist 1 (**changed from Mental Health Specialist 2**). Compensation during the Temporary Out of Class period shall include 5% of base salary added to the employee’s regular rate or the beginning of the range for Mental Health Specialist 1 (**changed from Mental Health Specialist 2**), whichever is higher.

Section C – Response Time Requirements (New language): 1. On-call staff are expected to respond to phone requests for mobile crisis service within 10 minutes of being paged. 2. On-call staff are expected to prioritize requests for mobile crisis over non-emergent personal schedule conflicts and to respond to requests for mobile crisis as soon as is practical. 3. On-call staff are expected to respond on-site with a mobile crisis response within timelines consistent with OAR 309-019-0151, if not sooner. If unable to respond as outlined in statue, an explanation for the barrier in meeting that response time will be provided to the appropriate supervisor by the following day.

**Article 12 – School Based Health Centers (new Article)**

Incorporated three (3) longstanding MOAs with revisions; level-set overtime eligibility so all employees assigned to the school based health Centers (SBHC) receive overtime after 40 hours in a workweek; clarified how SBHC employees are paid when required to work during summer recess and during make-up days; increased sick leave accrual from 4 hours per month to 6.4 hours per month (to comply with the Oregon Sick Leave Law) and eliminated accrual cap.

In addition, management now has the right to assign up to 40 hours of work during each summer recess, with thirty (30) calendar days’ advance notice to support school functions. If a school is closed for inclement weather or other unforeseen reason, and at least one County Health Center

is open for business, the affected employees will either report to an assigned County Health Center for work, or take leave without pay if they are unable to arrange for transportation to the assigned Center.

#### **Article 13 – Discipline and Discharge**

Clarified that Oral reprimands are not subject to grievance; and that in instances of proposed discharge, the employee should be given ten (10) calendar days advanced notice of the discharge date.

#### **Article 14 – Settlement of Disputes**

Section 1 – Association Grievance and Arbitration Procedure: Clarified that oral reprimands are not subject to grievance.

Step 2: Increased the timeline for the Board of County Commissioners or its designee to respond to a grievance in writing from 7 to 10 working days.

Step 1 and Step 2 Grievance Meetings: The grievant (employee) is now required to attend the grievance meetings.

Step 3: Increased the timeline to request Arbitration from 10 working days to 30 calendar days after the reply of the Board of County Commissioners is due.

Step 4 (Arbitration): Expanded the pool of Arbitrators from a list of 7 Oregon and Washington arbitrators to a list of 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.

#### **Article 16 – Union Dues (New language)**

Revised Union Security language to reflect the changes due to the recent Janus ruling. Removed fair-share language and employees now have a voluntary choice of whether to become members of the Union. County will only deduct union dues from only those employees who choose to become Union members and provides the County written authorization to deduct dues.

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 17 – Association Rights**

Section 1 – Association Representatives (New Language): There shall be no more than twenty-five (25) Association representatives assigned to assist with the administration of CCEA-Main and the CCEA Part-time/Temporary Agreements. It is the Association’s responsibility to select Association representatives. Association shall advise the County in writing of all the names of employees who are serving as Association representatives.

Section 4 – No Discrimination: Cleaned up entire contract making it gender neutral.

Section 5 – Association Business (New Language): 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 reasonable assistance with a grievance or dispute pursuant to Article 14 of the collective bargaining agreement.

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 participating in Union Presidents' Meetings with County management staff; participating in a labor-management meeting with County labor relations staff; participating in a meeting with management at management's request; attending layoff/bumping/placement meetings and the Qualifications Review Committee meetings; attending arbitration hearings; or providing new hire Association membership orientation as defined in Article 16, Section 3, shall be on County paid time, and not county toward the eighty (80) hours of County paid time described in this provision.

In addition, modified existing language, which now reads: "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; removed "disciplinary meetings" from the sentence so it is more in line with Weingarten Rights.

#### **Article 21 – Reclassification**

Clarified that when an employee reclassified to a higher classification, they receive a five percent (5%) increase over their current salary or to the minimum of the new grade, whichever is greater. A reclassification increase will not exceed the maximum of the higher classification's salary grade.

Also clarified that when an employee has been in a temporary out of class status for six (6) months prior to reclassification, they will not be required to serve a probationary period following their reclassification.

#### **Article 22 – Layoff and Recall**

Section 5 – Layoff Status and Recall: Eligibility to be recalled from layoff was reduced from 3 years to 2 years.

#### **Article 23 – Miscellaneous**

Section 9 – Over/Under Payments (New language): Defines the process of what happens when underpayments, payments in error, and overpayments situations occur. Language is consistent with existing language in the AFSCME contracts.

Section 10 – Video Cameras and GPS Data (New language): Video camera recordings, 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, GPS, or other electronic data as part of an investigation, the County will notify the Union and provide the Union an opportunity to view the video and/or data.

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 – Termination**

3-year contract (July 1, 2018 or upon full ratification by both parties, whichever occurs later, through June 30, 2021).

\*All other contract Articles/Sections retain current contract language, were adjusted to reflect current dates, corrected formatting, or changed to clarify intent.

**Clackamas County  
and  
CCEA – Housing Authority**

**Contract Change Summary**

**Background:**

Housing Authority of Clackamas County and Clackamas County Employees' Association Housing Authority entered into bargaining for a new contract on February 6, 2018. The County and CCEA-HA held twelve (12) bargaining sessions and four (4) mediation sessions. On February 7, 2019, the County and CCEA-HA reached full tentative agreement on a new three (3) year contract. On March 5, 2019, CCEA-HA's ratification vote successfully passed.

A summary of the substantive changes\* are as follows:

**Article 1 – Recognition**

Increased the number of hours a temporary employee can work in a twelve (12) month period from 1462.5 hours to 1502.5 hours for positions normally worked 37.5 hours per week; increased from 1560 hours to 1600 hours for positions normally work 40 hours per week. Also defined the Affordable Care Act (ACA) look back period of November 1 through October 31.

**Article 3 – Merit System**

Section 1 – Probationary Period: Increased the probationary period of maintenance classifications from six (6) months to one (1) year to match most other job classes in the County.

**Article 4 – Hours of Work**

Section 2 – Work Week (New language): Defined two types of base work schedules, Regular and Alternative, and clarified the holiday pay value and overtime threshold for each type of base schedule.

**Regular Schedule:** Either five (5) consecutive 7.5 hour days, five (5) consecutive 8 hour days, four (4) consecutive 10 hour days, or three (3) consecutive 9.5 hour days plus one (1) 9 hour day.

Holiday Pay: 7.5 hours for a 5/7.5 schedule; 8 hours for a 5/8 schedule; 10 hours for 4/10 schedule; and 9.5 hours for a 3/9.5 plus 9 schedule.

OT Threshold: After 7.5 hours for a 5/7.5 schedule; after 8 hours for a 5/8 schedule; after 10 hours for 4/10 schedule; and after 9.5 hours for a 3/9.5 plus 9 schedule; after 40 hours in a workweek.

**Alternative Schedule:** The County and the Union recognize that in order to adequately serve the public or meet employee personal needs, the employee and supervisor may agree to an alternative schedule, provided that:

- a. The agreed upon schedule meets the needs of the County;
- b. The schedule does not establish a workday that is less than 4 hours nor more than 10 hours;
- c. The scheduled start/end times begin on the hour or in 15-minute increments thereafter;
- d. The schedule does not establish a workweek in excess of 40 hours;
- e. The schedule is in place 30 days or more.

**Example:** one week of 5/8s and one week of 4/10s (40 hour workweek); or, 4/9s and a 4 (40 hour workweek). Contract lists additional examples.

Holiday Pay: 7.5 hours (5 day/37.5 hour workweek); 8 hours (5/8 schedule - 40 hour); 9.5 hours (4 day/37.5 hour workweek); 10 hours (4/10 schedule - 40 hours.)

OT Threshold: After 37.5 hours in a workweek if on a 37.5 hour workweek schedule; after 40 hours in a workweek if on a 40 hour workweek schedule; no daily overtime.

Flexible Schedule: The ability to temporarily flex work schedules remains. However, the value of the paid holiday and the overtime threshold will be the same as the employee's base Regular or Alternative work schedule.

Section 3 – Rest Periods: Added CCEA - Main contract language that requires prior supervisor approval before working through the lunch period.

#### **Article 6 – Sick Leave**

Section 3 – Vacation Option: Now only those employees on approved FMLA/OFLA will have the option to retain up to 40 hours of vacation time prior to being placed on leave without pay.

#### **Article 7 – Vacation Leave**

Section 2 – Vacation Times: Clarified that employees are to provide twenty-four (24) hours advance notice when submitting short notice vacation requests. In the event twenty-four (24) hours advance notice is not practical, such as an emergency, employees may be allowed to use vacation or floating holiday with supervisor's approval.

#### **Article 9 – Health and Welfare**

Section 1 – Medical Coverage: Effective January 1, 2019, and for plan years effective January 1, 2020 and 2021, the County will pay an amount equivalent to 95% of the composite premium rate for each medical plan up to a maximum of 105% of the previous year's County contribution.

Medical Opt-Out cash back amount will be per the yearly Benefit Summary, subject to applicable withholdings; amount removed from the contract.

Section 4 – Dental Insurance: The County will continue to contribute monthly amount equal to 100% of the composite premium for each full coverage dental plan.

Specified Dental Opt-Out cash back amount will be per the yearly Benefit Summary, subject to applicable withholdings.

#### **Article 10 – Wages**

Section 1 – Wages:

- (a) After full ratification by both parties, employees shall receive a 2.8% cost of living increase effective the first full pay period after the ratification date. In lieu of retroactive pay, employees shall receive a one-time lump sum payment based on the employee's gross pay earnings (base pay, overtime, longevity, and incentives) for the period of July 1, 2018 to the first full pay period after the effective date of ratification.

Effective July 1, 2019 and July 1, 2020, employees shall receive a cost of living increase equal to the percentage increase in the 2018 US Consumer Price Index, CPI-W: West Urban Annual Average, with a minimum of \*0% and a maximum of 4.5%.

In years two and three, the floor of the cost of living increase was reduced from 2% to 0%. The ceiling remains the same.

**Note:** *The CPI Index historical used (Portland/Salem) is no longer being published after January 1, 2018. Therefore, County negotiated a new CP Index. CPI Index agreed to is the same Index used for the non-represented group and negotiated with AFSCME-DTD and AFSCME-WES. For year two, the index has published a 3.5% cost of living.*

Section 1 – Wages, Sub-section (c): Add new language for employees assigned duties of a higher paid classification that is sporadic in nature (two or more hours) or includes non-consecutive working days, will be paid for those hours an additional 5% of their base hourly rate or at the beginning of the range of the higher paid classification, whichever is higher, via the payroll system. For these “Shift-out-of-Class” situations, the employee’s supervisor will prepare a memorandum stating the need for such out-of-class-work, how the employee is qualified to perform such higher classification work and that authorization has been received from the Executive Director.

Also added language to clarify that the out of class rate will not exceed the maximum rate of the higher classification’s salary grade.

Section 2 – Overtime: Clarified that employees must have prior approval to work overtime and that management has the right to assign overtime based on business needs. Overtime is payable based on the employee’s Regular or Alternative schedule as set in the timekeeping system.

Section 4 – Bilingual Pay (New language): Added that when a second language is not required, but an employee is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional 5% of their base hourly rate for actual time, rounded to the nearest hour, for performing bilingual duties. No changes to the existing 5% increase when a secondary language is a required condition for holding a position.

## **Article 11 – Settlement of Disputes**

Section 1 – Association Grievance and Arbitration Procedure: Clarified that oral reprimands are not subject to grievance.

Step 2: Increased the timeline for the Board of County Commissioners or its designee to respond to a grievance in writing from 7 to 10 working days.

Step 3: Increased the timeline for the Board of County Commissioners or its designee to respond to a grievance in writing from 7 to 10 working days.

Step 4: Increased the timeline to request Arbitration from 10 working days to 30 calendar days after the reply of the Board of County Commissioners is due.

Arbitration: Expanded the pool of Arbitrators from a list of 7 Oregon and Washington arbitrators to a list of 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.

## **Article 12 – Discipline and Discharge**

Clarified that Oral reprimands are not subject to grievance; and that in instances of proposed discharge, the employee should be given ten (10) calendar days advanced notice of the discharge date.

## **Article 13 – Union Dues**

Revised Union Security language to reflect the changes due to the recent Janus ruling. Removed fair-share language and employees now have a voluntary choice of whether to become members of the Union. County will only deduct union dues from only those employees who choose to become Union members and provides the County written authorization to deduct dues.

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 17 – Association Rights**

Section 1 – Association Representatives (New Language): There shall be no more than four (4) Association representatives assigned to assist with the administration of CCEA- HA Agreement. It is the Association’s responsibility to select Association representatives. Association shall advise the County in writing of all the names of employees who are serving as Association representatives.

Section 4 – No Discrimination: Cleaned up entire contract making it gender neutral.

Section 5 – Association Business (New Language): An Association representative or CCEA officer may use up to forty (40) 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 reasonable assistance with a grievance or dispute pursuant to Article 11 of the collective bargaining agreement.

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 participating in Union Presidents’ Meetings with County management staff; participating in a labor-management meeting with County labor relations staff; participating in a meeting with management at management’s request; attending layoff/bumping/placement meetings and the Qualifications Review Committee meetings; attending arbitration hearings; or providing new hire Association membership orientation as

defined in Article 13, Section 3, shall be on County paid time, and not county toward the forty (40) hours of County paid time described in this provision.

In addition, modified existing language, which now reads: “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; removed “disciplinary meetings” from the sentence so it is more in line with Weingarten Rights.

#### **Article 15 – Layoff and Recall**

Section 5 – Layoff Status and Recall: Eligibility to be recalled from layoff was reduced from 3 years to 2 years.

#### **Article 16 – Reclassification**

Clarified that when an employee reclassified to a higher classification, they receive a five percent (5%) increase over their current salary or to the minimum of the new grade, whichever is greater. A reclassification increase will not exceed the maximum of the higher classification’s salary grade.

Also clarified that when an employee has been in a temporary out of class status for six (6) months prior to reclassification, they will not be required to serve a probationary period following their reclassification.

#### **Article 19 – Miscellaneous**

Section 1–Uniforms: Defined work uniforms provided by the County; increased work clothing reimbursement from \$200.00 to \$250.00, and replacement protocols for Maintenance employees.

Section 11 – Over/Under Payments (New language): Defines the process of what happens when underpayments, payments in error, and overpayments situations occur. Language is consistent with existing language in the AFSCME contracts.

Section 10 – Video Cameras and GPS Data (New language): Video camera recordings, 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, GPS, or other electronic data as part of an investigation, the County will notify the Union and provide the Union an opportunity to view the video and/or data.

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 23 – Termination**

3-year contract (July 1, 2018 or upon full ratification by both parties, whichever occurs later, through June 30, 2021).

\*All other contract Articles/Sections retain current contract language, were adjusted to reflect current dates, corrected formatting, or changed to clarify intent.

**Clackamas County  
and  
CCEA – PT/Temporary**

**Contract Change Summary**

**Background:**

Clackamas County and CCEA entered into bargaining for a new contract on February 6, 2018. The County and CCEA held twelve (12) bargaining sessions and three (3) mediation sessions. On February 7, 2018, the County and CCEA reached full tentative agreement on a new three (3) year contract. On March 5, 2019, CCEA's ratification vote successfully passed.

A summary of the substantive changes\* are as follows:

**Article 3 – Union Dues** (New language)

Revised Union Security language to reflect the changes due to the recent Janus ruling. Removed fair-share language and employees now have a voluntary choice of whether to become members of the Union. County will only deduct union dues from only those employees who choose to become Union members and provides the County written authorization to deduct dues.

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**

Section 4 – No Discrimination: Cleaned up entire contract making it gender neutral.

**Article 10 – Wages**

Section 1 – General County and North Clackamas Parks and Recreation District (NCPRD):

After full ratification by both parties, employees shall receive a 2.8% cost of living increase effective the first full pay period after the ratification date. In lieu of retroactive pay, employees shall receive a one-time lump sum payment based on the employee's gross pay earnings (base pay, overtime, longevity, and incentives) for the period of July 1, 2018 to the first full pay period after the effective date of ratification.

Effective July 1, 2019 and July 1, 2020, employees shall receive a cost of living increase equal to the percentage increase in the 2018 US Consumer Price Index, CPI-W: West Urban Annual Average, with a minimum of \*0% and a maximum of 4.5%.

Note: In years two and three, the floor of the cost of living increase was reduced from 2% to 0%. The ceiling remains the same.

**Note:** *The CPI Index historical used (Portland/Salem) is no longer being published after January 1, 2018. Therefore, County negotiated a new CP Index. CPI Index agreed to is the same Index used for the non-represented group and negotiated with AFSCME-DTD and AFSCME-WES. For year two, the index has published a 3.5% increase.*

Section 4 – Overtime/Compensatory Time: Employees in the classification of Dentist will 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, similar to employees in the classification Psychiatrist and Public Health Physician.

Section 5 – Bilingual Pay: Added that when a second language is not required, but an employee is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional 5% of their base hourly rate for actual time, rounded to the nearest hour, for performing bilingual duties. No changes to the existing 5% increase when a secondary language is a required condition for holding a position.

Section 7 – Afterhours Mobile Crisis Services For behavioral Health Crisis Program: Same as the language in the new main CCEA contract.

#### **Article 9 – Settlement of Disputes**

Section 1 – Grievance Procedure: clarified that oral reprimands are not subject to grievance.

Step 1 and Step 2 Grievance Meetings: The grievant (employee) is now required to attend the grievance meetings.

#### **Article 13 – Duration of Employment**

Section 2 – Unallocated Employees Annual Work Hours Limits: Increased the number of hours a temporary employee can work in a twelve (12) month period from 1462.5 hours to 1502.5 hours for positions normally worked 37.5 hours per week; increased from 1560 hours to 1600 hours for positions normally work 40 hours per week. Also defined the Affordable Care Act (ACA) look back period of November 1 through October 31.

Transitioning to the new period: All unallocated employees will start their work year over on November 1st, 2018.

#### **Article 14 – Miscellaneous**

Section 4 – Over/Under Payments (New language): Defines the process of what happens when underpayments, payments in error, and overpayments situations occur. Language is consistent with existing language in the AFSCME contracts.

Section 5 – Video Cameras and GPS Data (New Language): Video camera recordings, 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, GPS, or other electronic data as part of an investigation, the County will notify the Union and provide the Union an opportunity to view the video and/or data.

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 16 – Termination**

3-year contract (July 1, 2018 or upon full ratification by both parties, whichever occurs later, through June 30, 2021).

\*All other contract Articles/Sections retain current contract language, were adjusted to reflect current dates, corrected formatting, or changed to clarify intent.

# Clackamas County and AFSCME-DTD

## Contract Change Summary

### Background:

Clackamas County and AFSCME-DTD entered into bargaining for a new contract on June 14, 2018. The County and AFSCME-DTD held fifteen (9) bargaining sessions and three (3) mediation sessions. On January 22, 2019, AFSCME-DTD agreed to present the County's Last, Best, Final Offer to its members for vote. On February 13, 2019, AFSCME-DTD's ratification vote successfully passed.

A summary of the substantive changes\* are as follows:

### **Agreement**

Changed bargaining unit name from AFSCME-DTD to **AFSCME-DTD/BCS** in order to more accurately reflect the make-up of the Chapter.

### **Article 5 – Union Dues**

Revised Union Security language to reflect the changes due to the recent Janus ruling. Removed fair-share language and employees now have a voluntary choice of whether to become members of the Union. County will only deduct union dues from only those employees who choose to become Union members and provides the County written authorization to deduct dues.

### **Article 7 – Work Schedule**

Section 2 – Work Week: Defined two types of base work schedules, Regular and Alternative, and clarified the holiday pay value and overtime threshold for each type of base schedule.

**Regular Schedule:** Either 5 consecutive 8 hour days, 4 consecutive 10 hour days, or 9/80 schedule which is worked on a two week schedule consisting 4 – 9 hour days and 1 – 8 hour day with 2 consecutive days off, followed by 4 – 9 hour days with 3 consecutive days off. For the purpose of the 9/80 schedule, the workweek will be defined from 12:00 p.m. Friday to 11: 59 a.m. the following Friday.

Holiday Pay: 8 hours for a 5/8 schedule; 10 hours for 4/10 schedule; and 9 hours for a 9/80 schedule.

OT Threshold: After 8 hours for a 5/8 schedule; After 10 hours for 4/10 schedule; and After 9 hours for a 9/80 schedule; after 40 hours in a workweek.

**Alternative Schedule:** The County and the Union recognize that in order to adequately serve the public or meet employee personal needs, the employee and supervisor may agree to an alternative schedule, provided that:

- a. The agreed upon schedule meets the needs of the County;
- b. The schedule does not establish a work day that is less than 4 hours nor more than 10 hours;
- c. The scheduled start/end times begin on the hour or in 15 minute increments thereafter;
- d. The schedule does not establish a work week in excess of 40 hours;
- e. The schedule is in place 30 days or more.

**Example:** one week of 5/8s and one week of 4/10s (40 hour workweek); or, 4/9s and a 4 (40 hour workweek).

**Holiday Pay:** 8 hours for a 5/8 schedule; 10 hours for 4/10 schedule; and 9 hours for a 9/80 schedule.

**OT Threshold:** After 40 hours in a workweek; no daily overtime.

**Flexible Schedule:** The ability to temporarily flex work schedules remains. However, the value of the paid holiday and the overtime threshold will be the same as the employee's base Regular or Alternative work schedule.

#### **Article 8 – Holidays**

**Section 2 – Holiday Pay:** Clarified that holiday pay will be 10 hours for 4/10 schedule; 8 hours for a 5/8 schedule; and 9 hours for a 9/80 (i.e. 4 - 9s and a 4) schedule. Holiday pay while working a flexible schedule will be paid as determined by the employee's base workweek schedule. If holiday falls on a flex work day that is shorter than the holiday, the employee must make up the difference with vacation, comp. time, or work the number of hours in the same week of the holiday. If holiday falls on a flex workday that is longer than the holiday, the employee shall work with the supervisor to flex their schedule within the same workweek to avoid overtime.

#### **Article 12 – Health and Welfare**

**Section 1 – Medical Coverage:** Effective January 1, 2019, and for plan years effective January 1, 2020 and 2021, the County will pay an amount equivalent to 95% of the composite premium rate for each medical plan up to a maximum of 105% of the previous year's County contribution.

**Section 4 – Dental Insurance:** The County will continue to contribute monthly amount equal to 100% of the composite premium for each full coverage dental plan.

#### **Article 14 – Wages**

**Section 1 – Wages and Classification Schedule:** After full ratification by both parties, employees shall receive a 2.8% cost of living increase effective the first full pay period after the ratification date. In lieu of retroactive pay, employees shall receive a one-time lump sum payment based on the employee's gross pay earnings (base pay, overtime, longevity, and incentives) for the period of July 1, 2018 to the first full pay period after the effective date of ratification.

Effective July 1, 2019, employees shall receive a cost of living increase equal to the percentage increase in the 2018 US Consumer Price Index, CPI-W: West Urban Annual Average, with a minimum of \*0% and a maximum of 4.5%.

Effective July 1, 2020, employees shall receive a cost of living increase equal to the percentage increase in the 2018 US Consumer Price Index, CPI-W: West Urban Annual Average, with a minimum of \*0% and a maximum of 4.5%.

In years two and three, the floor of the cost of living increase was reduced from 2% to 0%. The ceiling remains the same.

**Note:** The CPI Index historical used (Portland/Salem) is no longer being published after January 1, 2018. Therefore, County negotiated a new CP Index. CPI Index agreed to is the same Index used for the non-represented group and negotiated with CCEA, and AFSCME-WES.

Section 4 – Out of Class Work: Added language to clarify that the out of class rate will not exceed the maximum rate of the higher classification’s salary grade. Additionally, employees who are assigned temporary out of class (TOC) will no longer be eligible for TOC salary increases – reason for this change is that if the employee’s position is reclassified, the effective date of the reclassification is retroactive to the date the employee signed the Position Classification Questionnaire.

Section 10 – Overtime: Employees on Regular Schedules: Eligible for overtime in excess of regular daily work schedule or in excess of 40 hours in a workweek. Employees on Alternative Schedules: Eligible for overtime in excess of 40 hours in a workweek.

Section 19 – Ferry Operator Lead Pay (NEW): Employee assigned lead worker responsibilities will receive a premium pay of \$1.00 per hour.

Section 21 – Emergency Shift Pay: Increased Emergency Shift Pay from \$1.50/hr. to \$1.75/hr.

Section 22 – Shift Differential (NEW): Mechanics whose regularly scheduled shift begins after 3:00 p.m. will receive a shift differential of \$1.50 per hour for all hours worked during their shift.

Section 24 – Bilingual Pay (NEW): When a second language is required as a condition for holding a particular position, employee will receive an additional 5% of base hourly rate to be added to employee’s regular salary.

When a second language is not required, but an employee is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional 5% of base hourly rate for actual time, rounded to the nearest hour, for performing bilingual duties.

#### **Article 18 – Discipline and Discharge**

Section 6 – Electronic Recording/Data (NEW): Video camera recordings, GPS data, and/or other electronic data may be accessed, reviewed, and preserved by the County for business reasons. In the event the County elects to review video, GPS, or other electronic data as part of an investigation, the County will notify the Union and provide the Union an opportunity to view the video and/or data.

#### **Article 20 – Recruitment (New)**

When a position becomes available, the County will fill the position, whenever possible, by recalling names from an existing layoff register. In order to be recalled, employee must demonstrate required certifications, knowledge, and skills to meet the minimum qualifications. If no layoff register exists, the County may fill the position from an existing eligibility register or shall open a recruitment. The DTD bargaining unit preference still applies, but when there are less than 4 (reduced from 5) qualified bargaining unit employees on the list, sufficient qualified external applicants will be certified such that the certified equals 4 (increased from 3) plus eligible Veterans and qualified candidates to address affirmative action goals.

#### **Article 22- Settlement of Disputes**

Section 1 – Grievance and Arbitration Procedure: Removed immediate supervisor from the grievance process. Grievances will now be initially processed at Step 1 with the Division Manager (Old Step 2).

#### **Article 24 – General Provisions**

Section 1 – No Discrimination: Cleaned up entire contract making it gender neutral.

Section 5 – Tool Allowance: Incorporated MOA that increased annual tool allowance for Equipment Services Mechanics from \$300 to \$500. In addition, incorporated language that covered employees

shall, on an annual basis, provide their manager a written and photographic inventory of all personally owned tools used in the performance of their assigned duties for the County.

**Article 28 – Transportation Maintenance Series (NEW)**

Incorporated the MOA the eliminated the Skill Based Pay Plan and replaced it with a more traditional classification system and pay plan (Transportation Maintenance Specialist Series 1 - 4).

**Article 29 – Drug and Alcohol Policy (NEW)**

Removed the CDL-related drug and alcohol policy from the contract; made it a department policy.

**Article 30 – Term of Agreement**

3-year contract (July 1, 2018 or upon full ratification by both parties, whichever occurs last, through June 30, 2021)

**Appendix A – Skill Based Pay Plan**

Removed.

**Appendix B – Drug and Alcohol Testing Policy**

Removed; now a Department Policy

All other contract Articles/Sections either remain current contract language or were only minimally adjusted for clean-up purposes.