

Memorandum of Agreement

This Memorandum of Agreement (“MOA”) is by and between the Clackamas County and the Clackamas County Sheriff’s Office (“County” or “CCSO”) and the Clackamas County Peace Officers Association (“CCPOA”).

Recitals

- A. Since 1996, CCSO has provided oversight and administration of Community Corrections on behalf of the County Administrator, as a County department.
- B. On March 16, 2022, CCSO Sheriff Angela Brandenburg announced via email that Community Corrections would become a permanent division of CCSO beginning July 1, 2022.
- C. On March 17, 2022, CCPOA issued a demand to bargain under the Public Employee Collective Bargaining Act over the Sheriff’s announcement.
- D. On March 17, 2022, County Deputy Director of Human Resources, Eric Sarha, stated via email that, “on July 1, 2022, the Community Corrections department will become a permanent division of CCSO and the Community Corrections employees will become Sheriff’s Office employees. The affected employees will continue with their same compensation, benefits and union representation and their work will continue seamlessly just as before. Additionally, on July 1 2022, the CCSO’s policies will apply to all employees within the new Community Corrections division.”
- E. On March 29, 2022, County and CCSO representatives, CCPOA representatives, Clackamas County Employees Association (CCEA) representatives, and Federation of Probation and Parole Officers (FOPPO) representatives met to discuss the matter. At that meeting, CCSO clarified that in formally making Community Corrections a permanent division of CCSO, CCSO did not intend on materially changing daily operations for Community Corrections, thus honoring the current bargaining unit work jurisdictions for County employees represented by the CCPOA, CCEA, and FOPPO.
- F. CCSO and CCPOA wish to resolve the CCPOA’s demand to bargain and, as such, agree as follows:

Agreement

- 1. The County/CCSO and CCPOA agree to amend the recognition clause in the parties’ collective bargaining agreement as follows:

ARTICLE 1 – RECOGNITION

Section 1. The County recognizes the Association as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of the classified County employees in the Sheriff’s Office, Investigators in the District Attorney’s Office, and Deputy Medical Examiners and Strategic Program Coordinators in the Department of Disaster Management, working twenty or more hours per week.

The bargaining unit excludes employees represented by the Clackamas County Employees Association (CCEA) and Federation of Probation and Parole Officers (FOPPO) in the Community Corrections Division of the Sheriff’s Office, supervisory employees including Lieutenants and those with higher rank, confidential employees, and unclassified including temporary or limited term duration employees.

Classified and unclassified positions are those as identified by County Code 2.05.

Section 2. When any bargaining unit classification not listed on the Wage Schedule is established, the County shall designate a pay rate for the position. In the event the Association does not agree that the rate is proper, the County will negotiate with the Association over the wage rate and any disagreement over the wage rate will be submitted to the impasse resolution consistent with ORS 243.698. In such case, the County is not precluded from filling the position at the posted wage rate; however, the County acknowledges the obligation to bargain and honor any interest arbitration award.

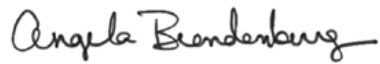
Section 3. Consistent with the PECBA requirements related to information requests, the Association may request information from the Sheriff’s Office regarding the utilization of temporary employees, also known as unallocated positions, by the Sheriff’s Office, the duration of their assignments, and whether or not the positions should be converted to part-time or full-time positions. The Sheriff’s Office will respond to the Association’s information request within a reasonable time per PECBA requirements. Upon reasonable request by the Association, the Association and Sheriff’s Office will meet at a mutually agreeable time to discuss the Sheriff’s use of temporary employees, the duration of their assignments, and whether or not the positions should be converted to part-time or full-time positions.

2. The classifications represented by CCPOA, CCEA, and FOPPO are set forth in the attached spreadsheet, Exhibit A, with Community Corrections classifications highlighted in yellow.
3. The CCPOA retains its collective bargaining rights over any future changes to Community Corrections operations that may implicate mandatorily negotiable bargaining subjects.

4. This MOA sets no precedent beyond the terms set forth herein.

Effective: July 1, 2022

For CCSO:



Sheriff Angela Brandenburg

For the County:



Eric Sarha, Deputy Director of Human Resources

For the CCPOA:



Ben Wiley, President