

# AGENDA

**Thursday March 14, 2019 - 10:00 AM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2019-13

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**II. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Board Order No. \_\_\_\_\_ Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for SW Kimball Court, County Rd. #2918 (Rick Maxwell, DTD Engineering)
2. Board Order No. \_\_\_\_\_ Accepting a Transfer of Jurisdiction from Clackamas County to the City of Lake Oswego for a Portion of SW Bonita Road, County Rd. #929 (Rick Maxwell, DTD)

**SERVICE DISTRICT NO. 5 (Street Lighting)**

Wendi Coryell will present the 9 Assessment Areas

1. Board Order No. \_\_\_\_\_ Forming a 39-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 10-18, Pacific Crest 39-Lot Subdivision
2. Board Order No. \_\_\_\_\_ Forming a 7-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 18-18, Madelyn Meadows 7-Lot Subdivision
3. Board Order No. \_\_\_\_\_ Forming a One Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 30-16, New Office Building One Lot Assessment Area
4. Board Order No. \_\_\_\_\_ Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 21-17, Two Lot Partition
5. Board Order No. \_\_\_\_\_ Forming a 17-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 36-18, Fawn Meadows 17-Lot Subdivision
6. Board Order No. \_\_\_\_\_ Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 58-16, Two Lot Partition

7. Board Order No. \_\_\_\_\_ Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 12-18, Two Lot Partition
8. Board Order No. \_\_\_\_\_ Forming a Two Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 60-18, Two Lot Partition
9. Board Order No. \_\_\_\_\_ Forming an 11-Lot Assessment Area within Clackamas County Service District No. 5, Assessment Area 04-19, Boardman Ct. 11-Lot Petition

**III. CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

**A. Department of Transportation & Development**

1. Approval of Amendment No. 1 to the Agreement between Water Environment Services and Polydne Inc. for Thickening and Dewatering Polymer - *Procurement*

**B. Elected Officials**

1. Resolution No. \_\_\_\_\_ Appointing Justices of the Peace Pro Tempore for the Clackamas County Justice of the Peace District
2. Approval of Amendment No. 2 with the State of Oregon Agreement 148537 to add additional funds for Juvenile Dependency Cases

**C. Department of Human Resources**

1. Approval of the Labor Contract between Clackamas County and AFSCME - Department of Transportation & Development and Business & Community Services (AFSCME-DTD/BCS)
2. Approval of the Labor Contract between Clackamas County and the Clackamas County Employee Association (CCEA)
3. Approval of the Labor Contract between Clackamas County and the Clackamas County Employee Association – Housing Authority (CCEA-HA)
4. Approval of the Labor Contract between Clackamas County and the Clackamas County Employee Association – Part-time/Temporary (CCEA-PT/Temp)

**D. County Administration**

1. Resolution No. \_\_\_\_\_ In the Matter of Participation in Funding Activities Oregon Office for Community Dispute Resolution

**E. Public & Government Affairs**

1. Board Order No. \_\_\_\_\_ for an Extension of the Cable Television Franchise with Beaver Creek Cooperative Telephone Company

**F. Technology Services**

1. Approval to Add 2 Additional Fiber Connections to the Intergovernmental Agreement between Clackamas Broadband eXchange and the North Clackamas School District

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT**

1. Resolution No. \_\_\_\_\_ to Approve, Support and Authorize a Boundary Change Restating Happy Valley as within the Boundaries of North Clackamas Parks and Recreation District

**V. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Transferring Jurisdiction from  
Clackamas County to the City of Lake Oswego for  
SW Kimball Court (County Road #2918)**

<b>Purpose/Outcomes</b>	Jurisdictional transfer of SW Kimball Court to the City of Lake Oswego.
<b>Dollar Amount and Fiscal Impact</b>	Cost savings in the form of staff time and Maintenance monies used on a County maintained portion of road located entirely within the City of Lake Oswego.
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	Upon execution; permanent.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build a strong infrastructure. Build public trust through good government.
<b>Contact Person</b>	Rick Maxwell, Engineering Tech; 503-742-4671

**BACKGROUND:**

There are certain County roads, such as SW Kimball Court in Lake Oswego, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Lake Oswego have agreed to the transfer SW Kimball Court, currently under the jurisdiction of the County, to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

SW Kimball Court contains approximately 32,900 square feet of Right-of-Way. By accepting jurisdiction over SW Kimball Court, the City becomes the "Road Authority" responsible for all maintenance of drainage systems, improvements, permitting and road standard activities.

This Board Order has been reviewed and approved by County Counsel.



**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Lake Oswego related to the transfer of jurisdiction of SW Kimball Court.

Respectfully submitted,

Rick Maxwell  
Engineering Technician  
Transportation and Development

Attachments:

Resolution

Exhibit A

Exhibit B

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Lake Oswego, jurisdiction over  
SW Kimball Court, County  
Road No. 2918, DTD No. 21379



Board Order No. \_\_\_\_\_  
Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the City of Lake Oswego initiating action pursuant to ORS 373.270(6) to surrender jurisdiction of a county road within the boundary of the City of Lake Oswego, and the preceding negotiation between the City of Lake Oswego and Clackamas County Department of Transportation and Development to transfer portions of the following road described and depicted on the attached Exhibit A and Exhibit B, and as further described as follows:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SW Kimball Court	2918	21379	MP 0.00	MP 0.10	32,900 sf

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that said transfer of jurisdiction is in the best interest of the citizens of Clackamas County; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Lake Oswego Review on 02/10/19, 02/17/19, 02/24/19 and 03/03/19; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County surrenders jurisdiction over a portion of SW Kimball Court to the City of Lake Oswego such that full and absolute jurisdiction of said portions of roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefor be transferred to the City of Lake Oswego and shall vest in the City of Lake Oswego as of the date of this order; and,

**IT IS FURTHER ORDERED** that the portion of the roadway described herein pursuant to ORS 273.270(5), 32,900 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Lake Oswego, jurisdiction over  
SW Kimball Court, County  
Road No. 2918, DTD No. 21379



Order No.  
Page 2 of 2

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording and that  
copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor,  
Finance/Fixed Asset Offices, and DTD Engineering.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

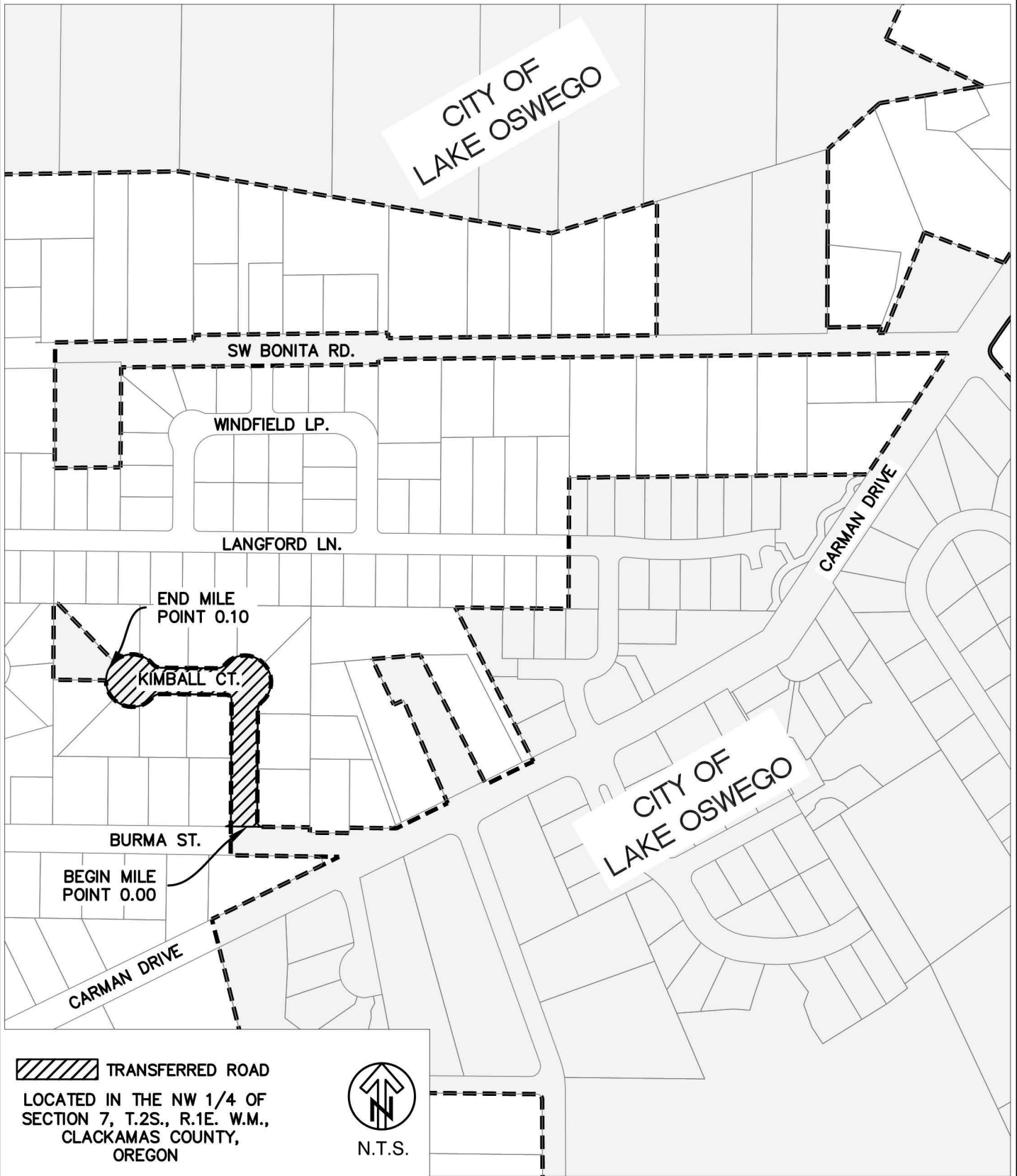
\_\_\_\_\_  
Recording Secretary


# EXHIBIT "A"

## **Transfer SW Kimball inside City limits:**

All of SW Kimball Court, County Road No. 2918, Department of Transportation and Development maintenance No. 21379; Situated in the northwest 1/4 of Section 7, T. 2S., R. 1E., as depicted on Exhibit B, attached hereto, lying north and west of and between the northerly right of way line of Burma Drive (mile point 0.00) and the end of the existing cul-de-sac (mile point 0.10), being a total of approximately 540 feet long, 50 feet in width with 50 foot radius cul-de-sacs. Containing 32,900 square feet, more or less.

# EXHIBIT "B"



 TRANSFERRED ROAD  
 LOCATED IN THE NW 1/4 OF  
 SECTION 7, T.2S., R.1E. W.M.,  
 CLACKAMAS COUNTY,  
 OREGON



DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



BY: R. MAXWELL      DATE: 8/14/2018  
 JURISDICTIONAL TRANSFER  
 OF SW KIMBALL COURT  
 COUNTY ROAD NO. 2918

SHEET  
 1 OF 1



PUBLIC WORKS DEPARTMENT

January 8, 2019

Clackamas County Engineering  
Mike Bezner  
Asst. Director of Transportation  
150 Beaver Creek Road  
Oregon City, OR 97045

Sent Via Email to: [MikeBez@clackamas.us](mailto:MikeBez@clackamas.us)

RE: Road Transfers –Kimball Court, and part of Bonita Road

Dear Mr. Bezner;

On December 18, 2018 the Lake Oswego City Council passed Resolutions 18-46 that requested Clackamas County transfer jurisdiction of Kimball Court and a portion of Bonita Road

Enclosed is one copy of the signed resolution from our City Council for your files, and as a means to formally request Clackamas County proceed with the necessary action and order to complete the transfer. When completed, we request copies of the signed orders be provided for our files.

If you need further documentation to assist with the final stage of this transfer, please contact me directly at 503-635-0264 or [erooney@ci.oswego.or.us](mailto:erooney@ci.oswego.or.us)

Sincerely,

Erica Rooney, P.E.  
City Engineer

Enclosure:

Resolution 18-46

c: Todd Knepper, Engineering  
Paul Espe, Planning

H:\Transportation\Road Transfers\Bonita and Kimball - 2018\Approved County Board Order\Transmittal to Clackamas County Kimball and Bonita - 01-07-19.docx

## RESOLUTION 18-46

### **A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL REQUESTING CLACKAMAS COUNTY TRANSFER JURISDICTION OF A PORTION OF BONITA ROAD AND ALL OF KIMBALL COURT INSIDE THE CITY LIMITS, INCLUDING MAINTENANCE AND PERMITTING AUTHORITY.**

WHEREAS, over a number of years, portions of Bonita Road and all of Kimball Court have been added into the City through annexations into the Lake Oswego city limits, and

WHEREAS, the City is required to formally request a road transfer of jurisdiction as a result of such annexations, and

WHEREAS, the portion of Bonita Road from its intersection with Carman Drive to the westerly boundary of 5850 Bonita Road is within the City limits, and

WHEREAS, all of Kimball Court (from its intersection with Burma Road to the easterly boundary of the cul de sac of Kimball Court) is within the City limits, and

WHEREAS, ORS 373.270 authorizes the City to request that Clackamas County transfer jurisdiction of County roads such as the described portion of Bonita Road and all of Kimball Court (Exhibit A and Exhibit B) that are within the City limits, and provides that upon the County's Board of Commissioners' adoption of an order meeting the City's resolution, the jurisdiction of Clackamas County over the described portion of Bonita Road and all of Kimball Court as County roads that are inside the City limits shall cease, and the full and absolute jurisdiction over the described portion of Bonita Road and all of Kimball Court within the City limits shall for all purposes of repair, construction, improvement and the levying and collection of assessments therefore shall vest in the City, except for any transfer reservations stated in the resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lake Oswego that:

**Section 1.** County Roads Inside City Limits. The City of Lake Oswego requests that Clackamas County transfer all jurisdiction over the portions of the following roadway(s) that are within the City limits, pursuant to ORS 373.270:

- a. Bonita Road from its intersection with Carman Drive to the westerly boundary of 5850 Bonita Road (see attached Exhibit A) and;
- b. Kimball Court from its intersection with Burma Road to the most westerly point of the cul-de-sac end of Kimball Court (see attached Exhibit B).

**Section 2.** Effective Date. This Resolution shall take effect upon passage.

Considered and enacted at the regular meeting of the City Council of the City of Lake Oswego on the 18<sup>th</sup> day of December, 2018.

AYES: Mayor Studebaker, Buck, LaMotte, Gudman, Kohlhoff, O'Neill

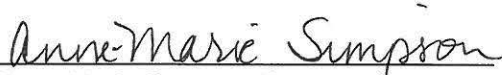
NOES: None

EXCUSED: Manz

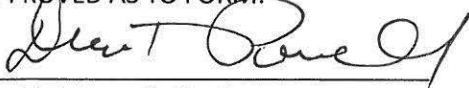
ABSTAIN: None

  
\_\_\_\_\_  
Kent Studebaker, Mayor

ATTEST:

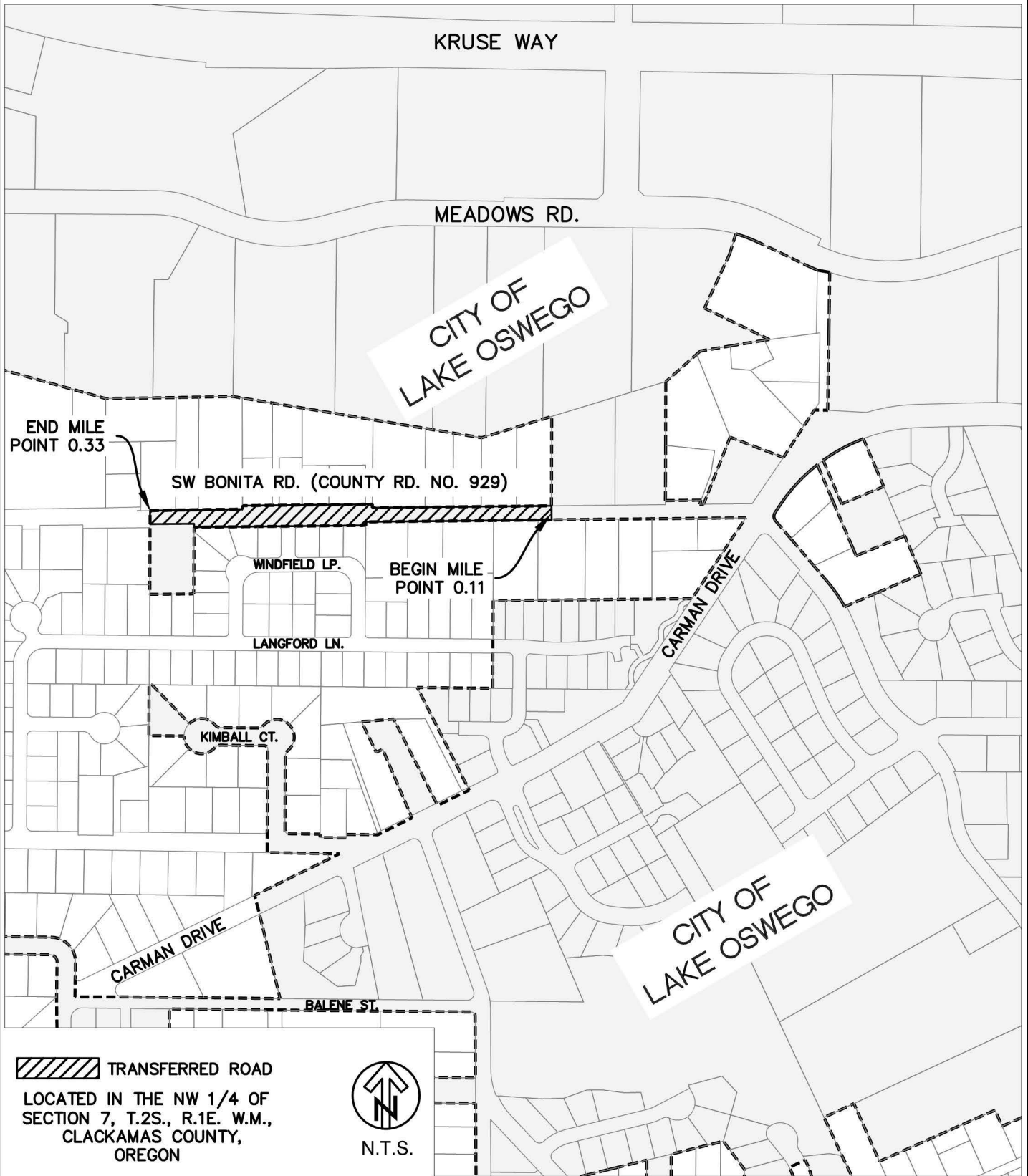
  
\_\_\_\_\_  
Anne-Marie Simpson, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David D. Powell, City Attorney



# EXHIBIT "A"



DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



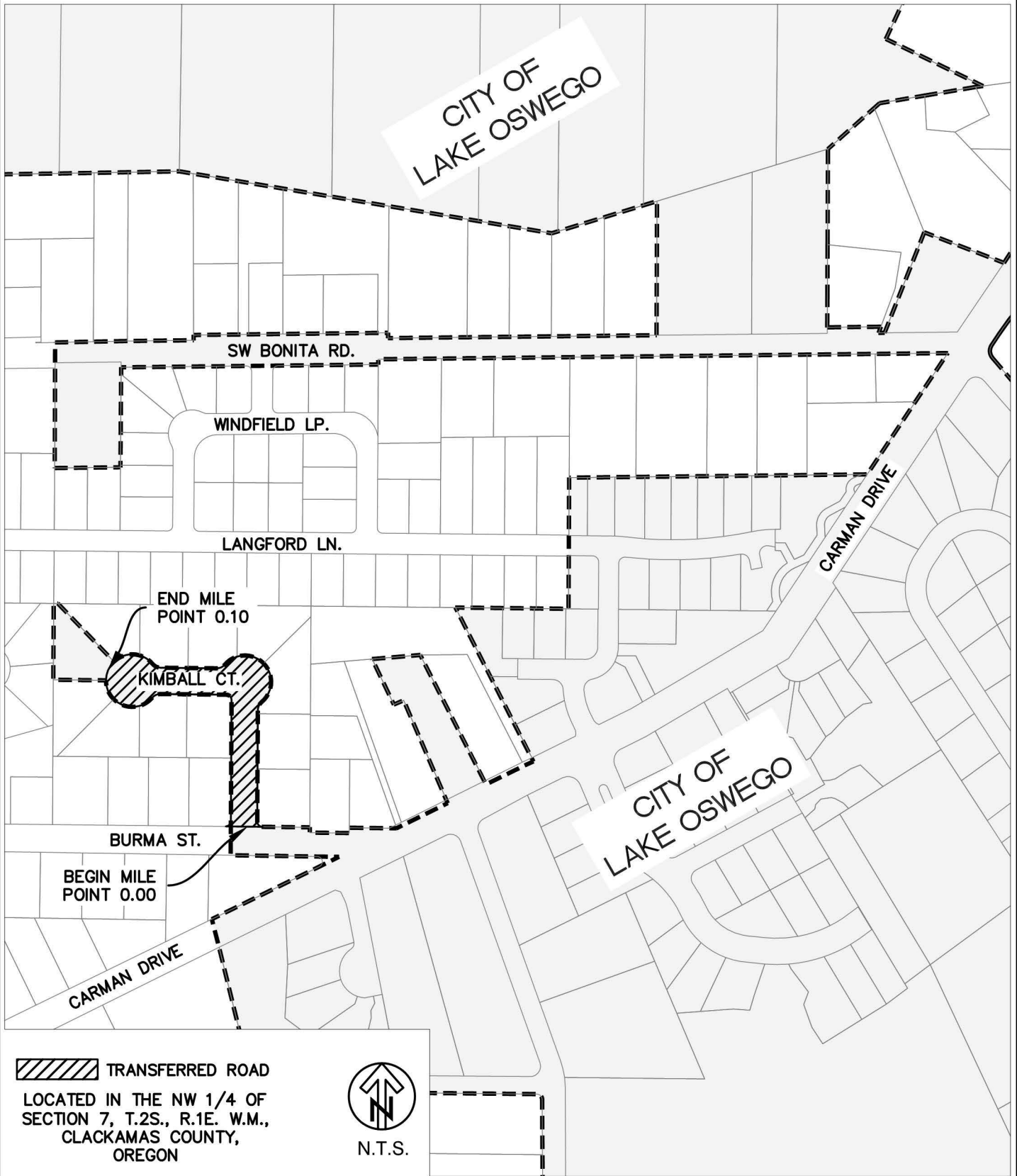
BY: R. MAXWELL DATE: 8/3/2018  
 JURISDICTIONAL TRANSFER  
 OF A PORTION OF SW BONITA RD.  
 COUNTY ROAD NO. 929


SHEET  
 1 OF 1

## **Transfer SW Bonita Road inside City limits:**

A portion of SW Bonita Road, County Road No. 929, Department of Transportation and Development maintenance No. 21503; Situated in the northwest 1/4 of Section 7, T. 2S., R. 1E., as depicted on Exhibit A, attached hereto, lying west of and between the previous Lake Oswego city limit (mile point 0.11) and the current Lake Oswego city limit (mile point 0.33), being a total of approximately 1,143 feet long, varying in width. Containing 54,120 square feet, more or less.

# EXHIBIT "B"



 TRANSFERRED ROAD  
 LOCATED IN THE NW 1/4 OF  
 SECTION 7, T.2S., R.1E. W.M.,  
 CLACKAMAS COUNTY,  
 OREGON



DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



BY: R. MAXWELL      DATE: 8/14/2018  
 JURISDICTIONAL TRANSFER  
 OF SW KIMBALL COURT  
 COUNTY ROAD NO. 2918

SHEET  
 1 OF 1

## **Transfer SW Kimball inside City limits:**

All of SW Kimball Court, County Road No. 2918, Department of Transportation and Development maintenance No. 21379; Situated in the northwest 1/4 of Section 7, T. 2S., R. 1E., as depicted on Exhibit B, attached hereto, lying north and west of and between the northerly right of way line of Burma Drive (mile point 0.00) and the end of the existing cul-de-sac (mile point 0.10), being a total of approximately 540 feet long, 50 feet in width with 50 foot radius cul-de-sacs. Containing 32,900 square feet, more or less.



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of Commissioners  
Clackamas County

Members of the Board:

**Approval of a Board Order Transferring Jurisdiction from  
Clackamas County to the City of Lake Oswego for a portion of  
SW Bonita Road (County Road #929)**

<b>Purpose/Outcomes</b>	Jurisdictional transfer of a portion of SW Bonita Road to the City of Lake Oswego.
<b>Dollar Amount and Fiscal Impact</b>	Cost savings in the form of staff time and Maintenance monies used on a County maintained portion of road located entirely within the City of Lake Oswego.
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	Upon execution; permanent.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build a strong infrastructure. Build public trust through good government.
<b>Contact Person</b>	Rick Maxwell, Engineering Tech; 503-742-4671

**BACKGROUND:**

There are certain County roads, such as SW Bonita Road in Lake Oswego, that are wholly, mostly, or partially within various Cities throughout Clackamas County. Fragmented jurisdiction over these roads often results in differing road maintenance activities and confusion by the public as to which agency is responsible for the operation and maintenance of the roads. Clackamas County and the City of Lake Oswego have agreed to the transfer of a portion of SW Bonita Road, currently under the jurisdiction of the County, to the City with the intent of eliminating confusion to the public and to improve the efficiencies of maintenance and public service.

The portion of SW Bonita Road being transferred contains approximately 54,120 square feet of Right-of-Way. By accepting jurisdiction over this portion of SW Bonita Road, the City becomes the "Road Authority" responsible for all maintenance of drainage systems, improvements, permitting and road standard activities.

This Board Order has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully requests that the Board approve this Board Order between Clackamas County and the City of Lake Oswego related to the transfer of jurisdiction of a portion of SW Bonita Road.

Respectfully submitted,

Rick Maxwell  
Engineering Technician  
Transportation and Development

Attachments:

Resolution  
Exhibit A  
Exhibit B

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Lake Oswego, jurisdiction over  
a portion of SW Bonita, County  
Road No. 929, DTD No. 21503



Board Order No. \_\_\_\_\_

Page 1 of 2

This matter coming before the Board of County Commissioners as a result of the City of Lake Oswego initiating action pursuant to ORS 373.270(6) to surrender jurisdiction of a county road within the boundary of the City of Lake Oswego and the preceding negotiation between the City of Lake Oswego and Clackamas County Department of Transportation and Development to transfer portions of the following road described and depicted on the attached Exhibit A and Exhibit B, and as further described as follows:

<u>Road Name</u>	<u>Cnty #</u>	<u>DTD #</u>	<u>From</u>	<u>To</u>	<u>Square Feet</u>
SW Bonita Road	929	21503	MP 0.11	MP 0.33	54,120 sf

It further appearing to the Board that said transfer of jurisdiction has been recommended by Dan Johnson, Director of the Department of Transportation and Development; and,

It further appearing to the Board that said transfer of jurisdiction is in the best interest of the citizens of Clackamas County; and,

It further appearing to the Board that pursuant to ORS 373.270, notice of the hearing on this matter was provided by publication in the Lake Oswego Review on 02/10/19, 02/17/19, 02/24/19 and 03/03/19; now therefore,

**IT IS HEREBY ORDERED** that Clackamas County surrenders jurisdiction over a portion of SW Bonita Road to the City of Lake Oswego such that full and absolute jurisdiction of said portions of roadway for all purposes of repair, construction, improvement and the levying and collection of assessments therefor be transferred to the City of Lake Oswego and shall vest in the City of Lake Oswego as of the date of this order; and,

**IT IS FURTHER ORDERED** that, the portion of the roadway described herein, 54,120 square feet, more or less, be removed from the County's Road Inventory; and,

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the matter of transferring to the  
City of Lake Oswego, jurisdiction over  
a portion of SW Bonita Road, County  
Road No. 929, DTD No. 21503



Order No.

Page 2 of 2

**IT IS FURTHER ORDERED** that  
copies of this Order be submitted to the Clackamas County Clerk's office for recording and that  
copies be subsequently sent without charge to the Clackamas County Surveyor, Tax Assessor,  
Finance/Fixed Asset Offices, and DTD Engineering.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

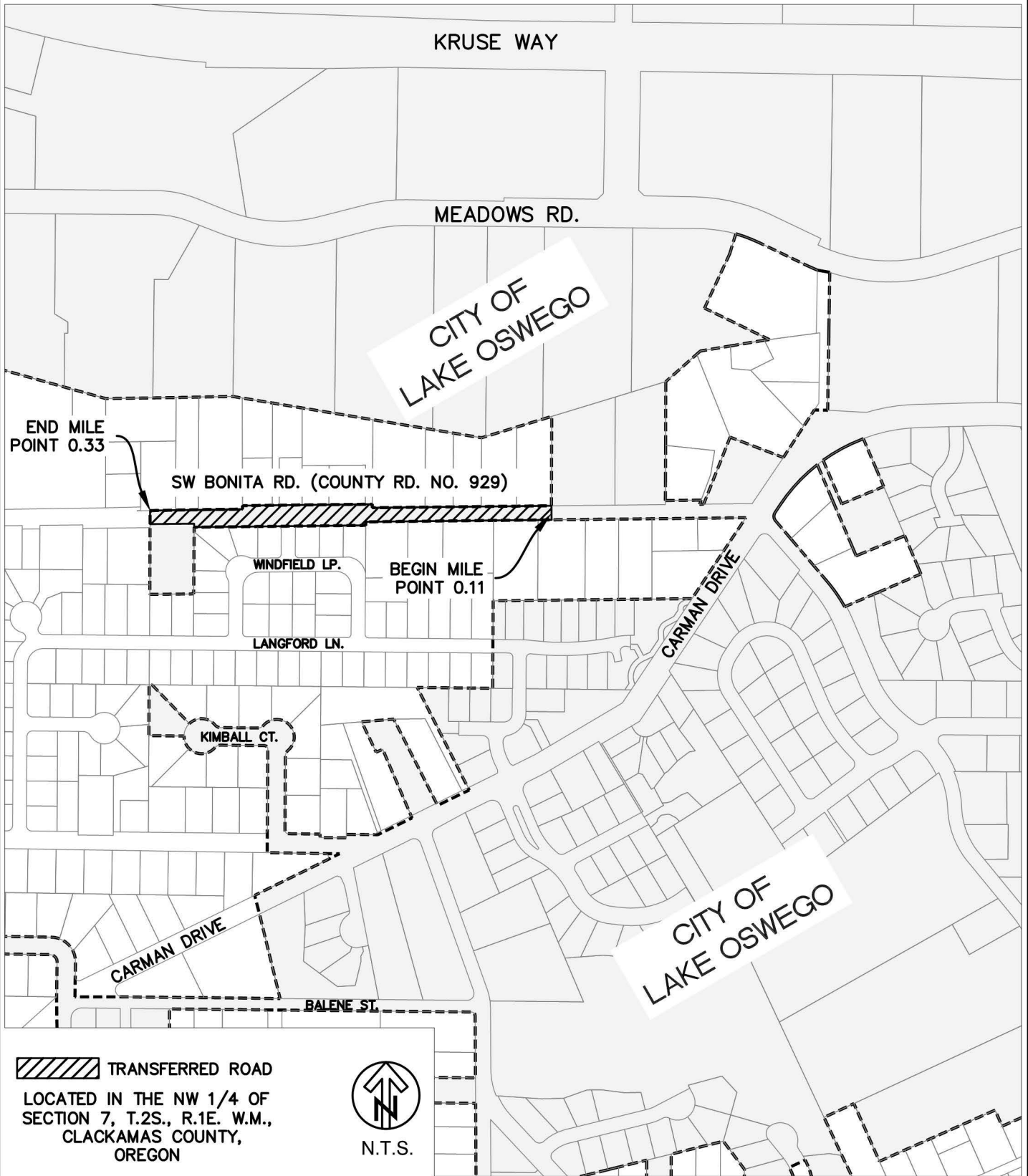



# EXHIBIT "A"

## **Transfer SW Bonita Road inside City limits:**

A portion of SW Bonita Road, County Road No. 929, Department of Transportation and Development maintenance No. 21503; Situated in the northwest 1/4 of Section 7, T. 2S., R. 1E., as depicted on Exhibit A, attached hereto, lying west of and between the previous Lake Oswego city limit (mile point 0.11) and the current Lake Oswego city limit (mile point 0.33), being a total of approximately 1,143 feet long, varying in width. Containing 54,120 square feet, more or less.

# EXHIBIT "B"



 **TRANSFERRED ROAD**  
 LOCATED IN THE NW 1/4 OF  
 SECTION 7, T.2S., R.1E. W.M.,  
 CLACKAMAS COUNTY,  
 OREGON



DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



BY: R. MAXWELL      DATE: 8/3/2018  
 JURISDICTIONAL TRANSFER  
 OF A PORTION OF SW BONITA RD.  
 COUNTY ROAD NO. 929

SHEET  
 1 OF 1



PUBLIC WORKS DEPARTMENT

January 8, 2019

Clackamas County Engineering  
Mike Bezner  
Asst. Director of Transportation  
150 Beaver Creek Road  
Oregon City, OR 97045

Sent Via Email to: [MikeBez@clackamas.us](mailto:MikeBez@clackamas.us)

RE: Road Transfers –Kimball Court, and part of Bonita Road

Dear Mr. Bezner;

On December 18, 2018 the Lake Oswego City Council passed Resolutions 18-46 that requested Clackamas County transfer jurisdiction of Kimball Court and a portion of Bonita Road

Enclosed is one copy of the signed resolution from our City Council for your files, and as a means to formally request Clackamas County proceed with the necessary action and order to complete the transfer. When completed, we request copies of the signed orders be provided for our files.

If you need further documentation to assist with the final stage of this transfer, please contact me directly at 503-635-0264 or [erooney@ci.oswego.or.us](mailto:erooney@ci.oswego.or.us)

Sincerely,

Erica Rooney, P.E.  
City Engineer

Enclosure:

Resolution 18-46

c: Todd Knepper, Engineering  
Paul Espe, Planning

H:\Transportation\Road Transfers\Bonita and Kimball - 2018\Approved County Board Order\Transmittal to Clackamas County Kimball and Bonita - 01-07-19.docx

## RESOLUTION 18-46

### **A RESOLUTION OF THE LAKE OSWEGO CITY COUNCIL REQUESTING CLACKAMAS COUNTY TRANSFER JURISDICTION OF A PORTION OF BONITA ROAD AND ALL OF KIMBALL COURT INSIDE THE CITY LIMITS, INCLUDING MAINTENANCE AND PERMITTING AUTHORITY.**

WHEREAS, over a number of years, portions of Bonita Road and all of Kimball Court have been added into the City through annexations into the Lake Oswego city limits, and

WHEREAS, the City is required to formally request a road transfer of jurisdiction as a result of such annexations, and

WHEREAS, the portion of Bonita Road from its intersection with Carman Drive to the westerly boundary of 5850 Bonita Road is within the City limits, and

WHEREAS, all of Kimball Court (from its intersection with Burma Road to the easterly boundary of the cul de sac of Kimball Court) is within the City limits, and

WHEREAS, ORS 373.270 authorizes the City to request that Clackamas County transfer jurisdiction of County roads such as the described portion of Bonita Road and all of Kimball Court (Exhibit A and Exhibit B) that are within the City limits, and provides that upon the County's Board of Commissioners' adoption of an order meeting the City's resolution, the jurisdiction of Clackamas County over the described portion of Bonita Road and all of Kimball Court as County roads that are inside the City limits shall cease, and the full and absolute jurisdiction over the described portion of Bonita Road and all of Kimball Court within the City limits shall for all purposes of repair, construction, improvement and the levying and collection of assessments therefore shall vest in the City, except for any transfer reservations stated in the resolution;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lake Oswego that:

**Section 1.** County Roads Inside City Limits. The City of Lake Oswego requests that Clackamas County transfer all jurisdiction over the portions of the following roadway(s) that are within the City limits, pursuant to ORS 373.270:

- a. Bonita Road from its intersection with Carman Drive to the westerly boundary of 5850 Bonita Road (see attached Exhibit A) and;
- b. Kimball Court from its intersection with Burma Road to the most westerly point of the cul-de-sac end of Kimball Court (see attached Exhibit B).

**Section 2.** Effective Date. This Resolution shall take effect upon passage.

Considered and enacted at the regular meeting of the City Council of the City of Lake Oswego on the 18<sup>th</sup> day of December, 2018.

AYES: Mayor Studebaker, Buck, LaMotte, Gudman, Kohlhoff, O'Neill

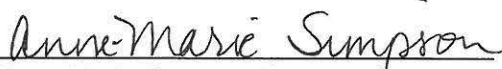
NOES: None

EXCUSED: Manz

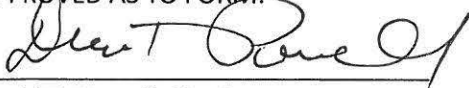
ABSTAIN: None

  
\_\_\_\_\_  
Kent Studebaker, Mayor

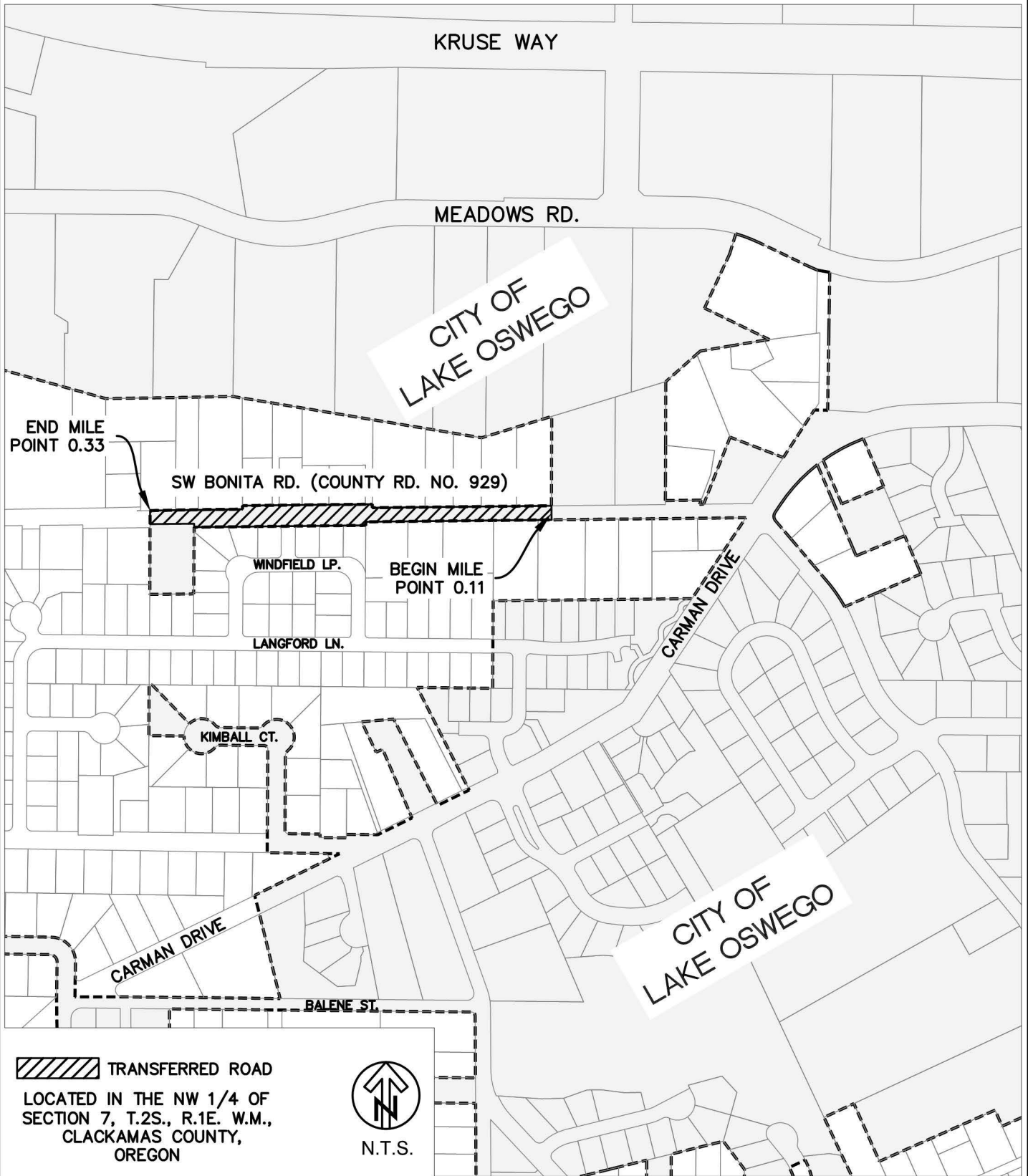
ATTEST:


  
\_\_\_\_\_  
Anne-Marie Simpson, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David D. Powell, City Attorney

# EXHIBIT "A"



 TRANSFERRED ROAD  
 LOCATED IN THE NW 1/4 OF  
 SECTION 7, T.2S., R.1E. W.M.,  
 CLACKAMAS COUNTY,  
 OREGON



DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



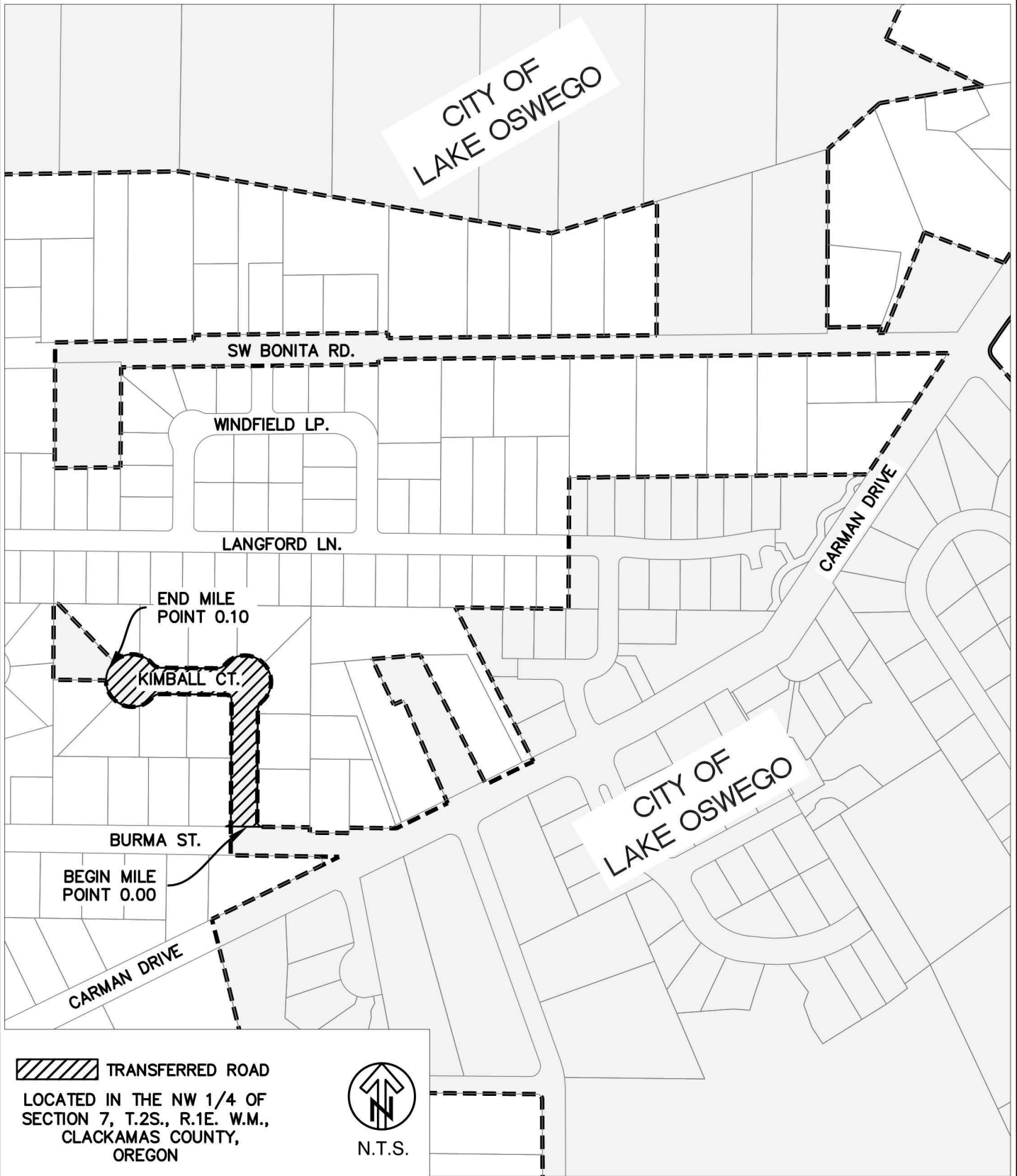
BY: R. MAXWELL DATE: 8/3/2018  
 JURISDICTIONAL TRANSFER  
 OF A PORTION OF SW BONITA RD.  
 COUNTY ROAD NO. 929


SHEET  
 1 OF 1

## **Transfer SW Bonita Road inside City limits:**

A portion of SW Bonita Road, County Road No. 929, Department of Transportation and Development maintenance No. 21503; Situated in the northwest 1/4 of Section 7, T. 2S., R. 1E., as depicted on Exhibit A, attached hereto, lying west of and between the previous Lake Oswego city limit (mile point 0.11) and the current Lake Oswego city limit (mile point 0.33), being a total of approximately 1,143 feet long, varying in width. Containing 54,120 square feet, more or less.

# EXHIBIT "B"



 TRANSFERRED ROAD  
 LOCATED IN THE NW 1/4 OF  
 SECTION 7, T.2S., R.1E. W.M.,  
 CLACKAMAS COUNTY,  
 OREGON



DEPARTMENT OF TRANSPORTATION  
 AND DEVELOPMENT  
 150 BEAVERCREEK ROAD  
 OREGON CITY, OR 97045



BY: R. MAXWELL DATE: 8/14/2018  
 JURISDICTIONAL TRANSFER  
 OF SW KIMBALL COURT  
 COUNTY ROAD NO. 2918

SHEET  
 1 OF 1



## **Transfer SW Kimball inside City limits:**

All of SW Kimball Court, County Road No. 2918, Department of Transportation and Development maintenance No. 21379; Situated in the northwest 1/4 of Section 7, T. 2S., R. 1E., as depicted on Exhibit B, attached hereto, lying north and west of and between the northerly right of way line of Burma Drive (mile point 0.00) and the end of the existing cul-de-sac (mile point 0.10), being a total of approximately 540 feet long, 50 feet in width with 50 foot radius cul-de-sacs. Containing 32,900 square feet, more or less.



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 39-Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
10-18 Pacific Crest 39-Lot Subdivision

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$240.10 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 10-18 (Pacific  
Crest 39-Lot Subdivision) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 10-18, Pacific Crest 39-Lot Subdivision, 17200 SE Hemrich Rd. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 10-18, Pacific Crest 39-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$240.10 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 10-18 (Pacific  
Crest 39-Lot Subdivision) Within  
Clackamas County Service District  
No. 5, Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 10-18 All lots in the Pacific Crest 39-Lot Subdivision, development, 13E31A 00500, 600; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 7-Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
18-18 Madelyn Meadows 7-Lot Subdivision

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule W; the current rate for this schedule is \$240.10 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 18-18  
(Madelyn Meadows 7-Lot  
Subdivision) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 18-18, Madelyn Meadows 7-Lot Subdivision, 12474 SE Yoakum Ln. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 18-18, Madelyn Meadows 7-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule W: \$240.10 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 18-18  
(Madelyn Meadows 7-Lot  
Subdivision) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 18-18 All lots in the Madelyn Meadows 7-Lot Subdivision, development, 12E35CB, 03800; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a One Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
30-16 New Office Building

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule D; the current rate for this schedule is \$1.23 per frontage foot per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 30-16 (New  
Office Building) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 30-16, New Office Building, 15970 SE Misty Dr. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 30-16, New Office Building, with fractional year assessments prorated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule D:   \$1.23 per frontage foot per tax lot each  
year, applied to commercial, industrial and  
multi-family properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 30-16 (New  
Office Building) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 30-16, All lots in the New Office Building development, 22E01A 00303; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Two Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
21-17 Two Lot Partition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule C; the current rate for this schedule is \$68.72 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 21-17 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 21-17, Two Lot Partition, 14460 SE 142<sup>nd</sup> Ave. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 21-17, Two Lot Partition, with fractional year assessments prorated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule C: \$68.72 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 21-17 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 21-17 All lots in the Two Lot Partition, development, 22E01CC15200; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a 17-Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
36-18 Fawn Meadows 17-Lot Subdivision

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$49.01 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming an  
Assessment Area 36-18  
(Fawn Meadows 17-Lot Subdivision)  
Within Clackamas County Service  
District No. 5, Clackamas County,  
Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 36-18, Fawn Meadows 17-Lot Subdivision, 22E06CC00200. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 36-18, Fawn Meadows 17-Lot Subdivision, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$49.01 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 36-18  
(Fawn Meadows 17-Lot  
Subdivision) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 36-18 All lots in the Fawn Meadows 17-Lot Subdivision, development, 22E06CC00200; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Two Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
58-16 Two Lot Partition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$49.01 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 58-16 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 58-16, Two Lot Partition, 12584 SE Mt. Scott Blvd. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 58-16, Two Lot Partition, with fractional year assessments prorated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$49.01 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 58-16 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 58-16 All lots in the Two Lot Partition development, 12E26CC00105; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Two Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
12-18 Two Lot Partition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$49.01 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 12-18 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 12-18, Two Lot Partition, 15295 SE Minerva Rd. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 12-18, Two Lot Partition, with fractional year assessments prorated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$49.01 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 12-18 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_

*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 12-18 All lots in the Two Lot Partition, development, 22E07AD03002; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming a Two Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
60-18 Two Lot Partition

<b>Purpose/Outcomes</b>	Approval of this Board Order will create a new assessment area in Clackamas County Service District No. 5. This process is necessary and customary with new development to allow for the installation of adequate street lights.
<b>Dollar Amount and Fiscal Impact</b>	Operational costs for street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. This area falls under rate schedule B; the current rate for this schedule is \$49.01 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service.
<b>Duration</b>	N/A
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

Street lighting is a condition of approval for new developments within Service District No. 5. As such, it has been included as a condition of approval for this development. Even though commercial/multi-family assessment areas may be comprised of only one to several tax lots, they frequently encompass significant stretches of road frontage in areas that will benefit significantly from street lighting. Notice of the time and place of the hearing was mailed by first class mail to the current addresses as listed by the Clackamas County Assessment office. The notice specifically noted that a public hearing was scheduled for March 14, 2019, to hear objections or file a remonstrance to approval of the new assessment area. Pursuant to statute, a minimum of 50% of the affected property owners must remonstrate to deny the formation of the new assessment area.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 60-18 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 60-18, Two Lot Partition, 14497 SE River Rd. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 60-18, Two Lot Partition, with fractional year assessments prorated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$49.01 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 60-18 (Two  
Lot Partition) Within Clackamas  
County Service District No. 5,  
Clackamas County, Oregon



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 60-18 All lots in the Two Lot Partition, development, 21E11AB00100; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**DAN JOHNSON**  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order and Public Hearing Forming an 11-Lot Assessment Area  
Within Clackamas County Service District No. 5, Assessment  
04-19 Boardman Ct. 11-Lot Petition

<b>Purpose/Outcomes</b>	This Board Order is to create a new assessment area in Clackamas County Service District No. 5. This process is necessary to allow for the installation of new street lights. Street lighting is proposed to be mounted on existing wood power poles.
<b>Dollar Amount and Fiscal Impact</b>	The cost of street lighting is paid by direct assessment against benefited property. As a result of the signing of this Board Order, Clackamas County Service District No. 5 will add the attached area to the assessment rolls for the District. Residential properties in this area fall under rate schedule B, \$49.01 per tax lot each year.
<b>Funding Source</b>	Assessments for street lighting will be levied against the properties within this area effective on the installation date furnished to the district by Portland General Electric Company as the official date that the properties within this area began receiving service. Successful completion of the petition and approval of formation of this assessment area will allow fees to be collected from benefiting properties for the operation and maintenance of the street lights.
<b>Duration</b>	Ongoing
<b>Previous Board Contact</b>	None
<b>Strategic Plan Alignment</b>	Promotes a safe, healthy and secure community through the enhanced nighttime visibility created with new street lighting.
<b>Contact Person</b>	Wendi Coryell, Service District Specialist - DTD Engineering 503-742-4657 (Phone)   wendicor@clackamas.us

**BACKGROUND:**

A citizen owning property on SE Boardman Ct. requested lighting for their neighborhood through the District's petitioning process. There are 14 property owners of 11 tax lots in the petition area. Signatures from 7 of the 11 properties (55%) were collected. The requirement for a valid petition is the signature of more than 50% of benefiting property owners.

The affected property owners were notified of the time and place of the hearing by first class mail to the mailing address as listed by the Assessor for Clackamas County and a public hearing was scheduled for March 14, 2019, to hear objections to the above street lighting district. The milestone for terminating the petition is the receipt of objections, also known as remonstrance, from more than 50% of the affected property owners.

These documents have been reviewed and approved by Counsel.

**RECOMMENDATION:**

If remonstrances from more than 50% of the property owners in the proposed assessment area for street lighting *are not* received by the end of the public hearing, it is recommended that the Board of County Commissioners, acting in the capacity of governing board for Clackamas County Service District No. 5, approve this Order which will allow Clackamas County Service District No. 5 to proceed with the formation of a new assessment area for street lighting.

Respectfully submitted,

Wendi Coryell, Service District Specialist, CCSD#5

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 04-19  
(Boardman Ct. 11-Lot Petition)  
Within Clackamas County Service  
District No. 5, Clackamas County,  
Oregon



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, this matter coming before the Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, and it appearing to the Board the properties within Assessment Area 04-19, Boardman Ct. 11-Lot Petition, SE Boardman Ct. between address 17458 SE Boardman Ct. and 17402 SE Boardman Ct. have requested street light service, and that the formation of new assessment areas within the District is necessary for the installation of street lights; and

**Whereas**, it further appearing to the Board that the method of financing construction, operation, and maintenance of service facilities is to be assessments against property benefited by street light facilities; and

**Whereas**, it further appearing to the Board that rates for street lighting as established by Order No. 2018-64 and subsequent rate change Orders shall be applied to Assessment Area 04-19, Boardman Ct. 11-Lot Petition, with fractional year assessments pro-rated from the date of installation and in accordance with Ordinance Number 94-1368 pursuant to ORS 451.495 as follows:

Rate Schedule B: \$49.01 per tax lot each year, applied to  
residential properties; and

**Whereas**, it further appearing to the Board that the lots in the rate schedules receive an equal benefit for street lighting services; and

**Whereas**, it further appearing to the Board that the Department of Transportation and Development has given notice of public hearing as required by Order Number 94-1368 and ORS 451.495, and that said public hearing was duly held on the 14<sup>th</sup> day of March, 2019, and that the District did not receive written objections prior to the conclusion of the hearing from more than 50% of the property owners representing more than 50% of the affected property.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of an Order Forming  
an Assessment Area 04-19  
(Boardman Ct. 11-Lot Petition)  
Within Clackamas County Service  
District No. 5, Clackamas County,  
Oregon



Board Order No. \_\_\_\_\_  
*Page 2 of 2*

**NOW THEREFORE, the Clackamas County Board of County Commissioners, acting as the governing body of Clackamas County Service District No. 5, orders as follows:**

1. The properties in the Assessment Area as described below be subject to an assessment for street lighting:

Assessment Area 04-19 All lots in the Boardman Ct. 11-Lot Petition area; and

2. That an assessment roll be prepared by the Department of Transportation and Development for Clackamas County showing the amount of each yearly assessment, the property against which it has been assessed, the owner thereof, and such additional information as is required to keep a complete and permanent record of the assessment;
3. That the Department of Transportation and Development proceed to construct the street lighting facilities in accordance with District rules and guidelines.

**DATED** this \_\_\_\_ day of March, 2019.

**BOARD OF COUNTY COMMISSIONERS**  
Acting as the Governing Body of  
Clackamas County Service District No. 5

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



Karen Brisbin  
Justice Of The Peace

CLACKAMAS COUNTY JUSTICE COURT

11750 SE 82ND AVE SUITE D | HAPPY VALLEY, OR 97086

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

A Resolution Appointing Justices of the Peace Pro Tempore for the  
Clackamas County Justice of the Peace District

<b>Purpose/ Outcome</b>	Approval of the Resolution Appointing Justices of the Peace Pro Tempore will appoint pro tempore judges to ensure that the Justice Court can continue to hold court during those periods of time when Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court.
<b>Dollar Amount and Fiscal Impact</b>	Pro Tempore judges are paid at an hourly rate of \$47.22, plus .54 cents per mile for travel to and from the court building.
<b>Funding Source</b>	Justice Court Budget
<b>Safety Impact</b>	None
<b>Previous Board Action/ Review</b>	Annual appointment per ORS 51.260
<b>Contact Person</b>	Laura Anderson, Administrative Services Supervisor 503-794-3816

**BACKGROUND:** When Justice of the Peace Brisbin is temporarily absent or otherwise unable to hold court, justices of the peace pro tempore ensure that the Justice Court can continue to hold court. Pro tempore judges adjudicate violation or civil cases set for first appearance/ arraignment or contest hearing/ trial. The individual recommended for appointment is a Clackamas County attorney in good standing with the Oregon State Bar and meets the eligibility requirements set by Oregon Revised Statutes.

The Resolution has been reviewed and approved by County Counsel.

**RECOMMENDATION:** Staff recommends approval of this Resolution appointing two Clackamas County attorney to serve as justice of the peace pro tempore during the next year.

Respectfully submitted,

Karen Brisbin  
Justice of the Peace

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

A RESOLUTION APPOINTING A  
JUSTICE OF THE PEACE PRO  
TEMPORE FOR THE CLACKAMAS  
COUNTY JUSTICE OF THE PEACE  
DISTRICT



Order No. \_\_\_\_\_

WHEREAS, The Clackamas County Justice of the Peace District (the Justice Court) was created by the Board of County Commissioners (BCC) in February 2009, and Justice of the Peace Karen Brisbin was subsequently appointed by the Governor and has been elected to serve a six (6) year term; and

WHEREAS, Pursuant to ORS 51.260(2), the BCC may appoint justices of the peace pro tempore to ensure that the Justice Court can continue to hold court during those periods of time when Judge Brisbin is temporarily absent or otherwise unable to hold court; and

WHEREAS, Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley are eligible to serve as justice of the peace pro tempore being citizens of the United States, residents of Oregon for at least three years, and have maintained a residence or principal office in Clackamas County for at least one year immediately prior to appointment; and

WHEREAS, The BCC, upon the recommendation of Judge Brisbin, finds it is in the public interest to appoint Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley, to serve as justices of the peace pro tempore in Clackamas County;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of County Commissioners appoints Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley to serve as justices of the peace pro tempore for the Clackamas County Justice of the Peace District. Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley shall have the authority to preside over court proceedings as is necessary during times when Judge Brisbin is temporarily absent or otherwise unable to hold court.

IT IS FUTHER RESOLVED that the appointment of Roxanne R. Scott, Daniel Woram and Wm. Bruce Shepley shall be for a term not to exceed one year from the date this resolution. The appointment, however, is subject to termination in the sole discretion of the BCC at any time prior to the expiration of the term.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019

By the BOARD OF COUNTY COMMISIONERS

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

UNDERTAKING FOR  
JUSTICE OF THE PEACE PRO TEM

Whereas Roxanne R. Scott has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 26<sup>th</sup> day of February 2019, we, Matthew Duckworth and Paul Neese, hereby undertake that if Roxanne R. Scott shall not faithfully pay over according to law all moneys that shall come into her hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this 26<sup>th</sup> day of February, 2019.

Matthew Duckworth  
Surety #1

Paul Neese  
Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

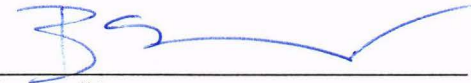
\_\_\_\_\_  
Jim Bernard, Chair



UNDERTAKING FOR  
JUSTICE OF THE PEACE PRO TEM

Whereas Daniel Patrick Woram has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 5 day of March 2019, we, Wm. Bruce Shepley and JULIE BRECK, hereby undertake that if Daniel Patrick Woram shall not faithfully pay over according to law all moneys that shall come into his hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this 5<sup>th</sup> day of March, 2019.

X   
\_\_\_\_\_  
Surety #1

  
\_\_\_\_\_  
Surety #2

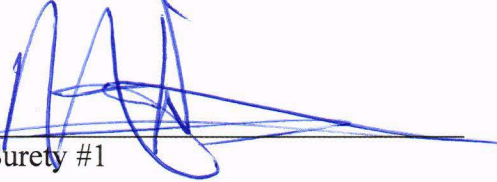
Approved on behalf of the Clackamas County Board of Commissioners by:

\_\_\_\_\_  
Jim Bernard, Chair

UNDERTAKING FOR  
JUSTICE OF THE PEACE PRO TEM

Whereas Wm. Bruce Shepley has been duly appointed justice of the peace pro tem in and for the Clackamas County Justice of the Peace District on the 5 day of March 2019, we, Daniel Noram and JULIE BRECK, hereby undertake that if Wm. Bruce Shepley shall not faithfully pay over according to law all moneys that shall come into his hands by virtue of such office, then we, or either of us, will pay to the State of Oregon the sum of \$2,500.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

  
Surety #1

  
Surety #2

Approved on behalf of the Clackamas County Board of Commissioners by:

\_\_\_\_\_  
Jim Bernard, Chair



**John S. Foote, District Attorney for Clackamas County**

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045  
503 655-8431, FAX 503 650-8943, [www.co.clackamas.or.us/da/](http://www.co.clackamas.or.us/da/)

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval for an Amendment #02**  
**State of Oregon Intergovernmental Agreement Number 148537**

<b>Purpose/Outcomes</b>	The purpose of this amendment #02 Intergovernmental Agreement with the State of Oregon through the Department of Human Services is to add an additional \$60,000 to this agreement.
<b>Dollar Amount and Fiscal Impact</b>	The maximum payable amount of IGA #148537 is now \$383,000 as reimbursement to the District Attorney's Office for allowable Title VI-E expenditures. No match is required.
<b>Funding Source</b>	Federal Title IV-E Funding that is passed through the State of Oregon, acting by and through the Department of Human Services
<b>Safety Impact</b>	The District Attorney's Office has two full-time deputy district attorneys dedicated to providing legal support for juvenile dependency cases. Both DDA's focus on the safety, permanency and well-being of the children involved.
<b>Duration</b>	Effective July 1, 2015 through June 30, 2019
<b>Previous Board Action/Review</b>	June 15, 2017 – C.3; BCC Approved IGA
<b>Contact Person</b>	Bob Willson, Administrative Analyst 2 - District Attorney's Office, 503-650-3011
<b>County Counsel</b>	Approved as to form on March 7, 2019

**BACKGROUND:**

On February 12, 2013, the Board approved an amendment to add Federal Title IV-E funding to the 2013-2015 Juvenile Dependency IGA.

Since then, the Department of Human Services made the decision to separate the 2015-2017 agreements by funding source, i.e., State General Fund and Federal Fund. The Board approved the 2015-2017 State Funded IGA on April 2, 2015. The maximum reimbursement in the 2015-2017 Title IV-E for legal services provided under this agreement has not been reduced.

**RECOMMENDATION:**

I respectfully recommend that the Board approve the attached Intergovernmental Agreement Amendment between the Department of Human Services and the District Attorney's Office.

Respectfully submitted,

John S. Foote



**Agreement Number 148537**

**AMENDMENT TO  
STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **02** to Agreement Number **148549** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as “DHS” and

**Clackamas County  
Jim Bernard, Commission Chair  
2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: (503) 655-8581  
Facsimile: (503) 742-5919**

hereinafter referred to as “County,” acting by and through the:

**Office of the Clackamas County District Attorney  
John Foote, District Attorney  
807 Main Street Room 7  
Oregon City, Oregon 97045  
Telephone: (503) 655-8431  
Facsimile: (503) 650-8943  
Email: [johnfoote@co.clackamas.or.us](mailto:johnfoote@co.clackamas.or.us)**

hereinafter referred to as “District Attorney.”

1. Upon signature by all applicable parties, this amendment shall be effective on the later of (a) February 1, 2019 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.

2. The Agreement is hereby amended as follows:
- a. **Section 3., “Consideration.”, Subsection a., only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
    - a. The maximum not-to-exceed amount payable to County and District Attorney under this Agreement, which includes any allowable expenses, is ~~\$323,000.00~~ **\$383,000.00**. DHS will not pay County or District Attorney any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
  - b. **Exhibit B, “Standard Terms and Conditions”, Section 25. “Notice” DHS address only** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

DHS: Office of Contracts & Procurement  
~~250 Winter Street Ne, Room 306~~ **635 Capitol Street NE, Suite 350**  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:

- a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General



may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c.** The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d.** To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- e.** County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f.** County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g.** County is not subject to backup withholding because:
  - (1) County is exempt from backup withholding;
  - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h.** County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. Signatures.

**COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS**

**Clackamas County**

**By:**

\_\_\_\_\_  
Authorized Signature

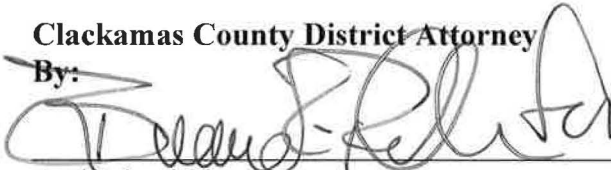
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Clackamas County District Attorney**

**By:**

  
Authorized Signature

John Aote Brandt  
\_\_\_\_\_  
Printed Name  
3/7/19  
\_\_\_\_\_  
Date  
Brandt

\_\_\_\_\_  
Title

**State of Oregon acting by and through its Department of Human Services**

**By:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved for Legal Sufficiency:**

Approved via email by Jeffrey Wahl

2/7/2019

Department of Justice

Date

COUNTY COUNSEL DOCUMENT REVIEW  
TRANSMITTAL FORM

DATE: 3/04/19

TO: COUNTY COUNSEL

ATTORNEY: Scott Ceicko

FROM: Robert Willson  
(name)

EXTENSION: 3011 DEPARTMENT/DIVISION: District Attorney

BILL TO District Attorney (Department/Division to be billed)

TYPE OF DOCUMENT: Intergovernmental Agreement

NAME OF DOCUMENT: Amendment To State of Oregon Intergovernmental Agreement #148537

REQUESTED RETURN DATE: 3/07/2019

Please review to form. This is just an amendment to add an additional \$60,000 to our maximum reimbursement of Title IV-E Juvenile Dependency before the contract ends June 30, 2019. The new contract maximum is \$383,000.

APPROVED AS TO FORM:

County Counsel: SCC

Date: 3/7/19

Counsel Comments:

See email comments sent to Robert Willson on 3/7/19.

SC



## Willson, Robert

---

**From:** Ciecko, Scott  
**Sent:** Thursday, March 7, 2019 9:33 AM  
**To:** Willson, Robert  
**Subject:** RE: Title IV-E Juvenile Dependency Amendment Approval

Thanks. The exhibit refers to self-insurance, so we are fine.

Scott

**From:** Willson, Robert <RWillson@co.clackamas.or.us>  
**Sent:** Thursday, March 7, 2019 9:27 AM  
**To:** Ciecko, Scott <SCiecko@co.clackamas.or.us>  
**Subject:** RE: Title IV-E Juvenile Dependency Amendment Approval

Scott,

Sorry, here is the original Contract.

Thanks,

Bob Willson  
Administrative Analyst 2  
District Attorney's Office  
Clackamas County  
807 Main Street, Room 7  
Oregon City, OR 97045  
Phone (503) 650-3011  
Fax (503) 650-8943  
[rwillson@co.clackamas.or.us](mailto:rwillson@co.clackamas.or.us)

**From:** Ciecko, Scott  
**Sent:** Thursday, March 7, 2019 9:18 AM  
**To:** Willson, Robert <[RWillson@co.clackamas.or.us](mailto:RWillson@co.clackamas.or.us)>  
**Subject:** RE: Title IV-E Juvenile Dependency Amendment Approval

This is fine. My only comment is that the amendment references insurance requirements in the original agreement. Since I don't have those insurance requirements, I cannot say for sure we are in compliance. Assuming the original insurance requirements allow us to have self insurance in lieu of any commercial general liability insurance, then we are fine.

Let me know if you have questions.

Scott

**From:** Willson, Robert <[RWillson@co.clackamas.or.us](mailto:RWillson@co.clackamas.or.us)>  
**Sent:** Monday, March 4, 2019 8:56 AM  
**To:** Ciecko, Scott <[SCiecko@co.clackamas.or.us](mailto:SCiecko@co.clackamas.or.us)>  
**Subject:** Title IV-E Juvenile Dependency Amendment Approval

Scott,

Attached is a copy of an Amendment from Oregon DHS for a \$60,000 increase in our IGA through June 30, 2019 on our reimbursable expenses. Can you review the changes and send your approval so I can send to the Board? Sorry for the quick turnaround, I just received this on Thursday afternoon as they sent the original email to DA John Foote on Feb 7<sup>th</sup>, but he has been out on medical leave. I am trying to get this through the Board before the end of March when the next quarter reimbursement period ends.

Thanks,

Bob Willson  
Administrative Analyst 2  
District Attorney's Office  
Clackamas County  
807 Main Street, Room 7  
Oregon City, OR 97045  
Phone (503) 650-3011  
Fax (503) 650-8943  
[rwillson@co.clackamas.or.us](mailto:rwillson@co.clackamas.or.us)



EVELYN MINOR-LAWRENCE  
DIRECTOR

**DEPARTMENT OF HUMAN RESOURCES**

**PUBLIC SERVICES BUILDING**

2051 KAEN ROAD, STE 310 | OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the  
AFSCME Department of Transportation and Development & Business and Community Services  
(AFSCME-DTD/BCS)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b> <i>(for the life of the contract)</i>	\$1,976,723
<b>Funding Source</b>	General Fund
<b>Duration</b>	Upon Ratification 2019 – June 30, 2021
<b>Previous Board Action</b>	January 15, 2019 - Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Eric Sarha, Deputy HR Director 503-655-8292
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County and AFSCME-DTD entered into bargaining for a new contract on June 14, 2018. The County and AFSCME-DTD held ten (10) 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. The agreement that was ratified by the Union is attached.

The significant wage and other economic changes are outlined below:

**Cost of Living Adjustment (COLA)**

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

- For fiscal year 2018-19, 2.8%. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2018 to the first full pay period after the effective date of ratification.
- For fiscal year 2019-20, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2019. *For fiscal year 2019-20 (year 2) the Index has published a 3.5% cost of living increase and has been factored into the fiscal impact.*
- For fiscal year 2020-21, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2020. *Projected 3.0% cost of living increase for year three has been assumed and factored into the fiscal impact.*

### Other Wage Increases

- Ferry Operator Lead Pay (new): Employees assigned lead worker responsibilities will receive premium pay of \$1.00 per hour. (\$2080/yr.)
- Emergency Shift Pay: Increased Emergency Shift Pay from \$1.50/hr. to \$1.75/hr. (\$507/yr.)
- 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. (\$9360/yr.)
- 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.

### RECOMMENDATION:

Staff recommends the Board approve the attached contract for AFSCME Department of Transportation and Development / Business and Community Services (AFSCME-DTD/BCS) 2015 - 2018.

Respectfully submitted,



Evelyn Minor Lawrence, DES Director

**2019 – 2021  
AGREEMENT  
Between**



**CLACKAMAS  
C O U N T Y**

**and**

**CLACKAMAS COUNTY, OREGON  
PUBLIC EMPLOYEES  
DTD/BCS CHAPTER OF  
LOCAL NO. 350, AFSCME, AFL-CIO**

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**A G R E E M E N T**

**Between**

**CLACKAMAS COUNTY, OREGON**

**and**

**CLACKAMAS COUNTY, OREGON, PUBLIC EMPLOYEES'**

**DTD/BCS CHAPTER OF**

**LOCAL #350-0, AFSCME, AFL-CIO**

**July 1, 2018 through June 30, 2021**

**PREAMBLE**

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and Local #350-0, affiliated with Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. Both parties recognize a preeminent mutual objective of providing efficient, high quality public service for the citizens of Clackamas County.

The parties agree as follows:

## ARTICLE 1 - DEFINITIONS

1. **EMERGENCY.**  
An unforeseen circumstance or a combination of circumstances which, in the opinion of the County, calls for immediate action.
2. **SUPERVISORY EMPLOYEE.**  
As defined in Oregon Revised Statute 243.650.
3. **CONFIDENTIAL EMPLOYEE.**  
As defined in Oregon Revised Statute 243.650.
4. **REGULAR EMPLOYEE.**  
Any employee who has a position in the classified service in accordance with the rules governing regular appointments and who has successfully completed their probationary period.
5. **REGULAR PART-TIME EMPLOYEE.**  
Any regular employee who works less than full time but works 20 or more hours per week.
6. **TEMPORARY EMPLOYEE.**  
Any non-regular employee appointed to a position of six (6) months duration or less. At the time of hire of any temporary employee, the County shall notify the Union of the temporary employee and the employee's beginning and ending dates of employment.  
  
However, any temporary employee, other than a seasonal employee as defined in Section 7 below, who works greater than half time in excess of six (6) continuous months or six (6) months total in any twelve (12) month period, shall be recognized by the Union and the County as an employee with certain rights. Those rights are as set forth in this paragraph only. These rights are as follows: Accrued vacation pursuant to Article 10 (Vacation Leave), Section 2 and sick leave pursuant to Article 9 (Sick Leave), Section 1. The provisions of this definition may be amended by mutual agreement of both parties.
7. **SEASONAL EMPLOYEE.**  
Any employee specifically hired to perform common labor outdoors which can be done only during periods of favorable weather. Seasonal employees work only during the period of March 1st through December 31st of any calendar year, unless otherwise mutually agreed to by the County and the Union. At the time of hire of any seasonal employee, the Union shall be notified. (Seasonal employees are employed by the Parks Department, Roads Division, Bridge Section, Maintenance Shops and Traffic Sections.)
8. **EXEMPT EMPLOYEE.**  
Any employee working less than half time.

**9. LIMITED TERM EMPLOYEE.**

Any employee appointed to a position designated by mutual agreement between the County and the Union as a "limited term" position. Limited term appointments shall not exceed two years. Limited term employees are covered by all provisions of this bargaining agreement except Article 19 (Seniority) and Article 21 (Layoff). At the time of hire of any limited term employee, the County shall notify the Union of the limited term employee and the employee's beginning and ending dates of employment.

**10. SHOP STEWARDS.**

Employees selected by the Union to act as Union representatives shall be known as "stewards." The names of employees selected as stewards and the names of other Union representatives who may represent employees shall be certified in writing to the County by the Union.

## **ARTICLE 2 - RECOGNITION**

The County recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all Local 350-0 represented employees of the County Department of Transportation and Development and Business and Community Services except temporary employees, seasonal employees, exempt employees and employees who, because of their supervisory or confidential status, do not have statutory bargaining rights.

### **ARTICLE 3 - PRESERVATION OF PUBLIC RIGHTS**

The Union 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 to 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 account 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 abolish positions or reorganize the sections or divisions; 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.
4. The right in times of financial exigency to lay off or reduce the work week with corresponding wage reduction, or furlough employees without pay after giving the Union at least 15 working days' notice of the intended action. The reduction in work week or furloughing of employees shall not result in a loss of insurance benefits provided under Article 12 (Health and Welfare) or sick and vacation leave accrual.
5. Vacation, sick leave, or compensatory time off may not be used outside a reduced work week or during a furlough period. The County shall be required to dismiss any temporary employee performing similar type work prior to furloughing any regular, provisional or probationary employee.

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

## ARTICLE 4 – UNION RIGHTS

### 1. UNION 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 thirty (30) minute meeting on County paid time in total per month to orient all new Union members. One 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 employee of the meeting time and place.

### 2. UNION OFFICIAL TIME.

Union Officials and Union Stewards may investigate and process grievances during working hours within reasonable limits without loss of pay.

### 3. BULLETIN BOARDS.

The County agrees to furnish and maintain a suitable bulletin board in common areas of facilities where bargaining unit employees are based to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The County shall make a good faith effort to post all available County job openings on or before the opening date. The bulletin board shall be official place for such postings. The "Clackamas County Job Opportunities (CCJO)" email traditionally delivered on Thursdays will serve as a proper means of notice under this Article.

All job opening will remain open not less than six (6) calendar days after they have been posted by means of an internal email to all bargaining unit employees or by the Clackamas CCJO email. Job postings may be physically posted at the McCoy building.

### 4. VISITS BY UNION REPRESENTATIVES.

The County agrees that accredited representatives of the Union, whether local Union representatives, District Council representatives, or International representatives, upon proper introduction, may have reasonable access to the premises of the County to investigate working conditions.

### 5. NEGOTIATING SESSIONS.

The Board of County Commissioners or its designee(s) shall meet at mutually convenient times with the Union negotiating committee. All negotiating sessions shall be held on the County's premises. The Union negotiating committee shall consist of not more than four (4) members selected by the Union. The Union shall make a good faith effort to provide a bargaining team that represents the various work groups within the department. Employees participating in Union County negotiation sessions shall be permitted to do so without prejudice to their compensation, subject to advance notice to the County of the nature, purpose and extent of session.

**6. AGREEMENT PUBLICATION COSTS.**

Copies of the Agreement shall be made available to the parties provided that any and all costs and expenses incurred in the publication or duplication of same shall be borne by the Union and County equally.

**7. EDUCATION AND TRAINING.**

The Union and the County will jointly develop training programs for employee training and the upgrading of employee skills.

**8. LABOR MANAGEMENT COMMITTEE.**

The County and the Union agree to the establishment of a joint labor/management committee. The committee shall meet at least once each quarter and, upon agreement, may meet at any other time. The committee meetings shall be held during working hours, on the County's premises, and without loss of pay. The committee is a vehicle for communication, discuss procedures for avoiding grievances, and to promote harmonious labor/management relations.

The committee shall be comprised of a maximum of six (6) members (equally divided between labor and management). In addition to these members, the Director of Human Resources (or designee) and an AFSCME staff representative may participate in the discussions and decisions. Management and the Union will appoint their respective members, hopefully, in a manner which is representative of the bargaining unit as a whole.

**9. ELECTRONIC MAIL & INTRANET.**

Union representatives may use the County email system to communicate concerning collective bargaining matters. "Collective bargaining matters" means any of the following:

- A. Official Union announcements to the Union membership (such as meeting subjects, dates and times);
- B. the meaning, interpretation or application of this Agreement;
- C. the presentation and adjustment of grievances under Article 22(Settlement of Disputes) of this Agreement; or
- D. matters directly related to the collective bargaining relationship between the County and the Union.

Union members shall have access to the County email system and may use it to contact Union representatives regarding collective bargaining matters, including any of the following purposes:

- A. To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
- B. to ask a question regarding meaning, interpretation, or application of this Agreement;



- C. to present a grievance regarding the meaning, interpretation or application of this Agreement;
- D. to request Union representation in matters concerning the meaning, application or interpretation of this Agreement.

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.

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 elections, or otherwise).

Employees shall be provided access to the County intranet. The County will provide one (1) computer terminal for every ten (10) regular status employees, per Division.

**10. TEMPORARY EMPLOYMENT WITH THE UNION.**

Upon request of the Union, the County may grant a leave of absence for an employee to engage in temporary employment with the Union. The Union and the County shall enter into a Memorandum of Understanding (MOU) that describes the terms and conditions of temporary employment with the Union.

**11. LUNCH AND LEARNS.**

The Employer will support brown bag lunches by the Union by providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance, as work needs allow and in compliance with Article 7 (Hours of Work), Section 2 Flexible Scheduling. Employees may attend such lunches during their non-work time.

## ARTICLE 5 - UNION DUES

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

Such uniform amounts as the Union Treasurer certifies to the County as the monthly dues approved by the members of the Union shall remain as the reasonable amount to be deducted hereunder.

Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction.

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five (5) day window period shall commence on August 1<sup>st</sup> of each year.

The County will not be held liable for checkoff errors, but will make proper adjustments with the Union for errors as soon as is practicable if notified within ten (10) 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 checkoff, an updated list of eligible members of the bargaining unit will be delivered to the Union. Such list shall include all members paying dues in the previous pay period.

The Union agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Article and to reimburse any fees, costs or expenses incurred by the County in connection with the same.

The County shall furnish monthly to the Union an electronic list of new employees who have accepted positions represented by the Union along with anticipated start dates. The list shall contain the name, job title, employee identification number, address, phone number, department, and monthly salary.

## **ARTICLE 6 - P.E.O.P.L.E.**

### **(PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY)**

1. The County agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employee to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.
2. The County shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and employee I.D. number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to the Treasurer of the PEOPLE Committee, AFSCME COUNCIL NO. 75, Salem, Oregon.
3. All PEOPLE contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and the County. It is expressly understood that PEOPLE contributions are not required as a condition of employment.
4. The Union shall indemnify and save the County harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the County for the purpose of complying with the provisions of this Article.

## ARTICLE 7 - HOURS OF WORK

### 12. REGULAR HOURS.

The regular hours of work each day shall be consecutive except for interruptions for rest periods, meal periods, and emergencies.

### 13. WORK WEEK.

The usual work week will be Monday through Friday, except when necessary for scheduling of services provided to the public 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.

#### **Regular Schedule:**

Consists of five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or a 9-80 work schedule which normally is worked on a two (2) week schedule consisting during the first week of four (4) nine (9) hour days and one (1) eight (8) hour day, followed by two (2) consecutive days off, and then the second week consisting of four (4) nine (9) hour days followed by three (3) consecutive days off. For purposes of a 9-80 schedule, the work week will be defined from 12:00 p.m. on Friday to 11:59 a.m. the following Friday.

Regular schedules are assigned by the County in accordance with Article 3 (Preservation of Public Rights).

Paid Holiday Value: 8 [for a five (5) day work week], 10 [for a four (4) day work week], or 9 [for a 9-80 schedule].

Daily OT Threshold: 8 [for a five (5) day work week], 10 [for a four (4) day work week], or 9 [for a 9-80 schedule].

#### **Alternate Schedule:**

The County and the Union recognize that in order to adequately serve the public or to meet employee personal needs, the employee and supervisor may agree to an alternative schedule, provided that: (a) the agreed upon schedule is consistent with the needs of the County; (b) the schedule does not establish a work day that is less than four (4) hours nor more than ten (10) hours; (c) the schedule has start and end times beginning on the hour or in fifteen (15) minute increments thereafter; (d) the schedule does not establish a work week in excess of 40 hours; and (e) the schedule will 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 3 (Preservation of Public Rights).

Examples include and are not limited to:

- One week of five (5) eight (8) hour days, one week of four (4) ten (10) hour days.

- Four (4) consecutive days of nine (9) hours each, followed by one day of four (4) hours (40-hour work week).

Paid Holiday Value

If employee works:

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

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

Overtime Threshold

If employee works:

5 days, 40 hours a week, overtime is paid after 40 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 to meet workload demands. Employees may also request to flex their daily work hours for personal reasons. The purpose of this flexibility is to allow employees, with the prior approval of management, the ability to adjust hours of a work shift. Flexible scheduling must meet the following criteria:

1. Employee requests for flexible scheduling must be submitted in writing at least twenty-four hours in advance, unless the County waives said requirement(s).
2. Adjustments to hours of work must:
  - a. Not normally exceed four (4) hours;
  - b. Be mutually beneficial to the employee and the County;
  - c. Not negatively affect other employees;
  - d. Not impede customer service or normal work processes;
  - e. Not generate additional labor costs;
  - f. Occur during the same work day or FLSA work week.

Such 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 such agreements 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 daily overtime threshold will be the same as the employee's base regular or alternative schedule as set in the timekeeping system.

**14. WORK DAY.**

The work day shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and quitting times, except as may be modified by Articles 15 (Job Share) or 16 (Ferry Operators).

**15. WORK SCHEDULES.**

Work schedules showing the employee's shift, work days and hours shall be posted on all department bulletin boards at all times. Work schedules for any work shift shall not be changed unless the changes are posted for fourteen (14) calendar days prior to the change, except for emergency work described in Section 10 and flexible scheduling described in Section 2. The fourteen (14) day notification period may be waived upon mutual agreement by the County and the Union.

**16. CONTINUOUS OPERATIONS.**

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive days or four (4) consecutive days, except for split workweeks described in Section 2 above.

**17. SHIFT PREFERENCE.**

Whenever there is more than one (1) shift within the same job classification, within a division, employees shall be granted, at their request, preference of shift according to their respective seniority within the affected classification in the division. Provided, however, that shift changes may be made only when a vacancy occurs on another shift, and provided further, that the employee is qualified to perform the duties set forth in the classification description for the position on the other shift. Disputes concerning the qualifications of an employee to select a shift may be filed as a grievance in accordance with Article 22 (Settlement of Disputes).

**18. REST PERIODS.**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever reasonable. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift, when it is anticipated the overtime is expected to extend a minimum of one and one-half (1 1/2) hours, except as may be modified by Article 15 (Job Share) or Article 16 (Ferry Operators).

**19. MEAL PERIODS.**

Employees whose regularly scheduled shift begins between 3:00 P.M. and 12:00 midnight shall be granted a lunch period on County time of at least one-half (1/2) hour during each work shift. All other employees shall be granted a lunch period on employee time of at least one-half (1/2) hour during each work shift. Whenever possible, such meal period shall be scheduled in the middle of the shift. The County shall permit any employee who is requested to and does work more than two (2) hours beyond their regular quitting time, one-half (1/2) hour off for a meal. Whenever possible, this meal period shall be scheduled at or near the end of the employee's regular shift.

Ferry Operators assigned to the Ferry will have one-half (1/2) hour paid lunch period during each work shift. Ferry Operators assigned to the Transportation Maintenance

Program will have one-half (½) hour unpaid lunch period during each work shift.

**20. CLEANUP TIME.**

The County shall provide the required facilities for the employee's cleanup.

**21. EMERGENCY WORK SHIFT.**

Employees will be paid Emergency Shift pay as defined in Article 14 (Wages), Section 21 when the following conditions are met:

- 1) The County determines the need for emergency coverage; and
- 2) The Director of the Department or designee has declared an emergency with an effective date/time; and
- 3) The Incident Commander, or designee, assigns employees to perform work that aids in the County's response to the emergency; or
- 4) There is a change from the employee's regular working hours to a shift that provides for twenty-four (24) hour emergency coverage.

Overtime will be paid at the rate of time and a half (1½) of the base pay plus emergency shift pay.

**22. CONTINUOUS WORK SHIFT.**

In the event an employee's shift is continuous from one work day to a new work day, such continuous hours shall apply to the day the shift began, except in no circumstance shall an employee receive more than twenty-four (24) hours' pay for one day. Any hours in excess of twenty-four (24) shall be attributed to the following day at the overtime rate. Management will assure that employees that worked an emergency shift will have an opportunity to work a forty (40) hour week, unless such schedule would be in conflict with law or other parts of the contract.

An employee shall maintain their right to a regular shift and may be transferred to their normal shift at the end of the emergency without penalty. Employees who are on-duty for more than sixteen (16) hours will not resume their regularly scheduled shift without an eight (8) hour unpaid rest period. Employees may be called back to finish their regular shift after the eight (8) hour unpaid rest period if four (4) or more hours remain of that shift.

## ARTICLE 8 - HOLIDAYS

### 1. HOLIDAYS.

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

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veteran's Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)
- Every day appointed by the Board of County Commissioners as a holiday,
- Floating holiday - One floating holiday of ten (10) hours shall be granted to each employee on January 1 of each year. Floating holidays may be used in 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. 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.

A holiday shall start at midnight and end at midnight of the day recognized by the County as the holiday.

### 2. HOLIDAY PAY.

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

- 1) Employees on a 4 day/40 hour work week schedule: 10 hours.
- 2) Employees on a 5 day/40 hour work week schedule: 8 hours.
- 3) Employees on a 9-80 work week schedule: 9 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 work week to avoid overtime.



**3. WEEKEND HOLIDAYS.**

For employees on an eight (8) hour five (5) day work week or a 9-80 schedule, whenever a holiday shall fall on the first day off, the preceding day in the regular work week shall be observed as a holiday. Whenever a holiday shall fall on the last day off, the following day of the regularly scheduled work week shall be observed as a holiday.

For employees on a ten (10) hour 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.

**4. HOLIDAY DURING LEAVE.**

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave.

**5. HOLIDAY WORK.**

If an employee works on any of the holidays listed above, an employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1½) an employee's regular rate of pay. For the purpose of computing overtime on holidays, a week in which a holiday occurs on any day shall be considered a thirty-two (32) hour work week for a five/eight (5/8) schedule or thirty hour (30) work week for a four/ten (4/10) schedule, and all work beyond thirty-two (32) hours (5/8 schedule) or thirty (30) hours (4/10 schedule) shall be considered overtime, based upon an employee's regular hourly rate. Should two (2) holidays occur in the same week, the work week will then be considered as twenty-four (24) hours (5/8 schedule) or twenty (20) hours (4/10 schedule), and all work beyond twenty-four (24) hours (5/8 schedule) or twenty (20) hours (4/10 schedule) shall be overtime. If Christmas Day or New Year's Day falls on a Friday, Saturday or Sunday, any employee called into work on an emergency shall be paid for a minimum of four (4) hours at double time and one-half (2½) of the employee's regular rate of pay, and double time and one-half (2½) of the employee's regular rate of pay for each hour worked in excess of four (4) hours. When computing overtime, all paid leave shall be considered as time worked.

## **ARTICLE 9 - SICK LEAVE**

**1. ACCRUAL.**

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each full calendar month worked, to be used in the event of an employee's illness or illness of an employee's immediate family. Regular part-time employees shall accrue sick leave on a pro rata basis using a two-thousand eighty (2080) hour base. Regular full-time and part-time employees shall accrue sick leave without limit. Sick leave shall accrue during any calendar month in which the employee is in a paid status for at least 88 hours (prorated for FTE status) in the preceding month.

**2. IMMEDIATE FAMILY.**

An employee's immediate family shall be defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, children, brother, sister, grandparents, stepchildren, stepparents, father-in-law, mother-in-law, sister-in-law, brother-in-law and grandchildren. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the Department Director or their designee(s) upon request.

**3. UNUSED SICK LEAVE AT THE TIME OF RETIREMENT.**

Pursuant to ORS 237.350, the County shall report all allowable sick leave hours to PERS upon an employee's separation from County employment.

**4. USE OF SICK LEAVE.**

Employees may utilize their allowance of sick leave for any of the reasons required by State and Federal law for such period as the employee has sick leave credit.

**5. PHYSICIAN'S STATEMENT.**

If the County has reasonable suspicion of sick leave abuse or if an employee misses more than three consecutive shifts of work, the employee may be required to provide appropriate documentation of illness as deemed necessary by management. Any requests for documentation cannot be arbitrary or capricious. If the employee is under a doctor's care, a doctor's certificate shall be considered appropriate documentation.

## ARTICLE 10 - VACATION LEAVE

### 1. ACCRUAL.

Vacation leave with pay shall accrue at the rate shown on the first day of the month for each preceding calendar month worked in accordance with the following schedule. Vacation leave shall accrue during any calendar month in which the employee is in a paid status for at least 88 hours (prorated for FTE status) in the preceding month. It is recognized that in all cases, service shall be interpreted to mean continuous County service. 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. Vacation accrual shall not be reduced except by breaks in service occurring after July 1, 1991.

#### A. Basic Vacation Plan

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:

1. Employees having served in the County service for six (6) consecutive full calendar months, shall be credited with fifty-two and two-tenths (52.2) hours of vacation leave.
2. After six (6) months, but less than five (5) years of service: one hundred four and four-tenths (104.4) hours per year accrued at the rate of eight and seven-tenths (8.7) hours per month.
3. Five (5) to ten (10) years, but less than ten (10) years of service: one hundred twenty-eight and four-tenths (128.4) hours per year, accrued at the rate of ten and seven-tenths (10.7) hours per month.
4. Ten (10) to fifteen (15) years, but less than fifteen (15) years of service: one hundred fifty-two and four-tenths (152.4) hours per year, accrued at the rate of twelve and seven-tenths (12.7) hours per month.
5. Fifteen (15) to twenty (20) years, but less than twenty (20) years of service: one hundred seventy-six and four-tenths (176.4) hours per year, accrued at the rate of fourteen and seven-tenths (14.7) hours per month.
6. After twenty (20) years of service: two hundred and four-tenths (200.4) hours per year, accrued at the rate of sixteen and seven-tenths (16.7) hours per month.

#### B. Vacation Sell-Back Plan

Employees hired after January 1, 2001, shall accrue vacation in the following manner:

1. Employees having served in the County service for one (1) full calendar month and in a paid status for at least eighty-eight (88) hours (pro-rated for FTE status) shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours per month regardless of years of service.
2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell up to forty (40) hours of vacation time

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.

C. Maximum Accrual

The maximum vacation accrual limits shall be two hundred fifty (250) hours. Vacation accrual may be accumulated beyond these limits during the yearly cycle of April 1st through March 31st but will be reduced to two hundred fifty (250) hours at the end of the business day on March 31st. Vacation accrual exceeding the 250 hour limit will not be compensated.

**2. ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.**

Regular part-time employees shall be granted vacation leave on a pro rata basis using a two thousand eighty (2080) hour base.

**3. VACATION TIMES.**

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and requirements for vacation relief, employees shall have the right to determine vacation times. Vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise their right of seniority only once. Notice of the day or days selected shall be given to the County at least twenty-four (24) hours in advance, unless the County waives said requirement. Employees may utilize their accrued vacation in 15 minute increments.

**4. TERMINATION OR DEATH.**

After six (6) months of service, upon the termination of an 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.

## ARTICLE 11 - OTHER LEAVES

### 1. GENERAL PROCEDURE FOR LEAVES OF ABSENCE.

Consistent with the needs of the County leaves of absence with or without pay for a limited period not to exceed ninety (90) days may be requested for any reasonable purpose. Leaves of absence shall be documented and processed in accordance with County administrative procedures and shall be subject to approval by the Department Director. A leave of absence in excess of ninety (90) days must also be approved by the Board of County Commissioners.

Seniority will continue to accrue during all approved leaves of absence with and without pay. Credit toward longevity, salary increases, sick leave and vacation will accrue only if an employee is in paid status for at least eleven (11) days, or nine (9) working days for employees on a four-day work week, in any month.

An employee who fails to return to work the following work day after the expiration of a leave of absence shall be deemed to have resigned, unless the employee, prior to the expiration of the leave of absence, has made application for and has been granted an extension of leave.

### 2. JURY DUTY.

When an employee is called for jury duty, or is subpoenaed as a witness in any litigation or administrative hearing process to which the employee is not a party, the employee will be granted absence from work and continued at full salary for the period of the required service, provided, however, the employee shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the County with a copy of the subpoena or other legal document requiring the employees presence. The copy of the subpoena or legal document will be given to the County in advance of the hearing or jury duty or, if that is not possible, then the copy must be furnished within seventy-two (72) hours after the hearing or jury duty date. All money received as witness or jury fees, except for mileage payment received, must be signed over to the County unless such fees, or any portion of them, are earned on an employee's day(s) off or during other authorized leave of absence. Employees will be required to call their supervisor when less than a normal work day is required by jury or witness duty and report to work as instructed by their supervisor.

### 3. UNION BUSINESS.

In accordance with guidelines as provided for in Section 1 of this Article, an employee may request an unpaid leave of absence to participate in union activities that require them to be away from their place of employment. Not more than two (2) employees would be granted this type of leave at any one time. Employees who are granted this type of leave may use any accrued vacation or compensatory time. An employee returning from leave under this Section shall be reinstated to the employee's former position.

### 4. PARENTAL LEAVE.

Parental Leave will be granted in accordance with State and Federal law and will be administered as described in Employment Policy and Practice #10 and the

Personnel Ordinance.

**5. FAMILY MEDICAL LEAVE.**

Family Medical Leave will be granted in accordance with State and Federal law and will be administered as described in Employment Policy and Practice #10 and the Personnel Ordinance.

**6. LEAVE DONATION PROGRAM**

Accrued vacation leave may be donated to another employee in accordance with State and Federal law and will be administered as described in Employment Policy & Practice #46.

**7. EDUCATIONAL LEAVE.**

After completing three (3) years of 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 and is consistent with the needs of the County. The period of such leave of absence shall not exceed twenty-four (24) months in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes, for reasonable 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 is consistent with the needs of the County.

**8. MILITARY AND OTHER SERVICE LEAVES.**

Except as provided in the following paragraph of this section, for all periods of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States or of the United States Public Health Service, any employee of the Department of Transportation and Development is entitled, upon application therefore, to a leave of absence from their duties for a period not exceeding fifteen (15) working days in any one federal fiscal/training year, without loss of time, pay or regular leave and without impairment of efficiency rating or other rights or benefits to which the employee is entitled.

Unless an employee has been employed by any Oregon public employer for a period of six (6) months next preceding their application, no officer or employee is entitled to receive pay for any period during which an employee is on military leave.

**9. COMPASSIONATE LEAVE.**

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave of absence with pay in the event of the death of an immediate family member when approved by the Department Director or their designated representative to make household adjustments or to attend funeral services.

An employee shall be granted not more than three (3) hours of compassionate leave to attend the funeral or memorial service for a current Clackamas County employee or retiree.

## ARTICLE 12 - 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 coverage. Employees will become eligible on the first day of the month following the benefit-waiting period described in Section 9. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10.

Effective January 1, 2019, 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 2018 County contribution.

Effective January 1, 2020, 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 2019 County contribution.

Effective January 1, 2021, 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 2020 County contribution.

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

Medical Insurance Opt-Out: Employees who provide proof of other medical coverage and who opt out of medical coverage provided by the County will receive a monthly opt-out payment as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying status change subject to carrier rules.

### 2. **FLEXIBLE BENEFITS.**

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

### 3. **LIFE INSURANCE.**

The County agrees to provide life insurance coverage to full-time employees, effective on the first day of the month following the benefit waiting period described in Section 9. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Section 10.

The County agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

### 4. **DENTAL INSURANCE.**

The County agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for full-time employees and their eligible family

members, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10.

Dental Insurance Opt-Out: Employees who opt out of dental coverage provided by the County will receive a monthly opt-out payment as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying status change subject to carrier rules.

**5. DISABILITY INCOME INSURANCE.**

The County agrees to provide non-duty disability insurance coverage to full time employees, effective on the first day of the month following the benefit waiting period described in Section 9. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 10.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of sixty percent (60%) of covered salary, including longevity, up to a maximum covered salary of \$3333 per month.

**6. POSTHUMOUS BENEFITS.**

In the event of the death of an employee, the County shall continue medical and dental coverage for surviving eligible family members for a period of six (6) calendar months.

**7. 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.

**8. BENEFITS FOR REGULAR PART-TIME AND JOB SHARE EMPLOYEES.**

Regular part-time and job share employees working at least twenty (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.

**9. BENEFIT WAITING PERIOD.**

Benefits shall become effective on the first day of the month following two (2) full calendar months of continuous employment. Two (2) full months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two (2) full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

**10. 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.



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 the provisions of this Article 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 voting members than it is entitled, but retain the same number of votes as described above. The County or the Union may invite other nonvoting members to attend meetings as needed to facilitate committee business. The Committee shall meet at least quarterly, or more frequently as required. 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 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.

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 increase at or less than eight percent (8%) each year.

**11. 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.

**12. HEALTH REIMBURSEMENT ACCOUNT (HRA)**

The County shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eight (80) hours in excess of the annual cap paid into their HRA/VEBA account. The County will deposit such excess vacation leave into eligible employees' HRA/VEBA accounts on the last pay date in May or sooner if administratively practicable.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement. The County and Union shall discuss options for ongoing HRA/VEBA funding.

Participating employees who are enrolled in the HRA/VEBA plan as of December 31<sup>st</sup> of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period of January each year.

**13. 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. New employees include newly hired employees, rehired employees and employees changing employment status from temporary to regular. This provision will become effective no later than sixty (60) days following the final approval of this agreement by both parties.

## ARTICLE 13 - WORKERS COMPENSATION

### 1. COVERAGE.

All County employees will be insured under the provisions of the Oregon State Workers Compensation Act for injuries that arise out of and occur in the course and scope of their work for the County. Both parties agree to the principle that the employee should suffer no financial disadvantage nor shall the employee have a financial advantage by being in the disability status.

### 2. COMPENSATION PAYMENT.

The County shall compensate the employee from the Risk Management Claims Fund for on-the-job injuries where the claim has been accepted in an amount to ensure the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of injury and would have continued to receive had there been no injury.

- (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 described in ORS 656.210, will be charged to sick leave.
- (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 injury unless prohibited by law, rule, regulation or provider contract.

## ARTICLE 14 – WAGES

### 1. WAGES AND CLASSIFICATION SCHEDULE.

After ratification by both parties, employees shall receive a 2.8% 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, 2018 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 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, as reported by the US Department of Labor (minimum of 0% and maximum of 4.5%). Effective July 1, 2020, employees shall receive a cost of living increase equal to the percentage increase in the 2019 US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the US Department of Labor (minimum of 0% and maximum of 4.5%).

All less than half time regular part time employees and temporary employees in regular classifications in AFSCME DTD/BCS positions will be paid at the same salary schedule as the regular AFSCME DTD/BCS counterparts.

When any classification not listed on the Wages and Classification Schedule is established, the County shall designate a pay range for the position. In the event the Union does not agree that the range is proper, the Union shall have the right to submit the issue as a grievance at Step IV of the Grievance Procedure as described in Article 22 (Settlement of Disputes).

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

If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, the employee shall receive an increase of 3.5% on each of the employee's anniversary dates until the employee has reached the top of the range.

The County agrees to conduct a classification compensation study on the following classifications. The County will use the same methodology used in the development of the Heavy Equipment Mechanic Classifications:

- Equipment Maintenance Coordinator
- Mechanic
- Mechanic, Senior
- Automotive Service Technician
- Autobody Repair Technician

### 2. LONGEVITY PAYMENT.

Employees covered by the bargaining unit will be eligible for longevity pay as a

percent of base salary for total years of continuous County service in the listed amounts upon anniversary date. Continuous service for the purpose of determining eligibility for longevity pay shall be defined as service unbroken by separation from county employment that results in a new date of hire. Longevity pay shall not be reduced except by break in service occurring after July 1, 1991.

5 years	1.0%
10 years	1.5%
15 years	2.0%
20 years	2.5%
25 years	3.5%
30+ years	4.0%

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.

### **3. OUT OF CLASS WORK.**

Shift-out-of-classification pay shall be granted to an employee if the employee performs any work for two (2) or more hours in any shift in a classification above that in which the employee is normally classified. Prior to working out-of-classification, the supervisor will prepare a memorandum stating the need for the out-of-classification work and why the supervisor considers the employee qualified to perform such higher classification work. The Director of the Department or the designee, must authorize this action. Employees assigned to train in another classification are not eligible for temporary out-of-classification pay.

For the purposes of determining the appropriate salary rate according to promotional policy for out-of-classification work, the following shall apply:

- (a) As a minimum, the employee will be paid an additional five percent (5%) of their regular rate of pay, or at the minimum of the higher classification's salary grade, whichever is greater. The out-of-classification rate will not exceed maximum rate of higher classification's salary grade.
- (b) Following a temporary out-of-class assignment, the employee's pay rate shall be returned to the regular rate the employee would have held had they not been placed TOC. If a temporary out-of-class assignment is made prior to a promotion or reclassification, any salary rate increase given at the time of promotion or reclassification shall be made on the employee's regular pay rate. Any requests for a promotional appointment at a rate which exceeds five percent (5%) of the employee's regular pay rate, shall be considered an upper step appointment request. Any employee who is granted an upper step appointment following a TOC assignment will have their next merit eligibility date adjusted to one year following promotion.

An employee who has not been previously qualified cannot be required to work in a higher classification except during emergencies.

No out-of-classification pay will be allowed unless the employee has previously been qualified by the County and has been authorized to perform such out-of-classification work by the employee's immediate supervisor.

The County can, at its sole discretion, require employees to perform work in a classification above that which the employee is normally classified provided the employee has been qualified by the County to perform such higher class work.

Out-of-classification pay is intended to apply only to work situations where the difference between work levels and duties and responsibilities are clear. These situations are temporary in nature and not intended to provide higher level pay for an employee who gradually or through normal assignment believes they are working at a higher classified level which situation is to be addressed through the normal Department of Human Resources procedures.

**4. PERS/OPSRP PAYMENT.**

The County agrees to pay the employee's share of contribution on behalf of employees as set forth by the 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/OPSRP, the County and the Union agree to re-open this paragraph to negotiate the impact of such action. It is the intent of the parties that the employees will be made whole in terms of the six percent (6%) retirement contribution made by the County, such as having that sum 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.

**5. PREMIUM PAY.**

Any Mechanic, Equipment Maintenance Coordinator, Welder/Fabricator or Service Technician assigned to field duties shall receive five percent (5%) above their regular rate of pay during the period they perform such duties.

**6. REPORTING TIME.**

Any employee who reports to work at the beginning of their regular scheduled shift, but where work is not available shall be excused from duty and paid at their regular straight time rate for eight (8) hours work for five (5) day work week or ten (10) hours work for four (4) day work week. Any employee who reports to work after the beginning of their scheduled shift may be excused from duty at the discretion of the County and not paid for that shift.

**7. CALL-IN TIME. (Road, Bridge, Parks and Traffic Maintenance)**

The Union shall provide the County with an Emergency Call-In list of employees in Road, Bridge, Parks, and Traffic Maintenance who are willing to be called to respond to short-term emergencies. Employees participating in the Stand-By Program (as described in Section 8) will receive priority for call out. Employees on the list but not participating in the Stand By Program are On-Call employees.

Any On-Call employee called to work outside of the employee's regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1½) the employee's regular hourly rate of pay. The employee shall be paid only once regardless of how many times the employee is called out in the same four (4) hour period.

If any employee is called in to report to work not more than four (4) hours prior to the employee's regular work shift, the employee will be allowed to work that time in addition to the employee's regular work shift and will be eligible for overtime subject to Section 9. However, the employee may request to leave prior to the end of their regular work shift, subject to the approval of the employee's immediate supervisor or manager.

The County will not be required to equally distribute emergency call-in overtime work as is required for scheduled overtime work as described in Section 11.

**8. CALL-IN TIME. (Building Codes Division)**

Any Building Codes Division employee called in to work outside the employee's regular scheduled shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay. For the purposes of this section, a 'call in' is defined as being asked to work on a day not normally scheduled or where the employee is called back to work or when an employee is called early in to work and such work is not contingent to the regularly scheduled shift. This work will be distributed using a call-in list of Building Codes Division inspection and/or plan review staff who are willing to work on Saturdays and Sundays.

If any Building codes Division employee is requested to report to work for less than or equal to four (4) hours prior to or following the employee's regular work shift, the employee will be allowed to work that time in addition to the employee's regular work shift and will be eligible for overtime subject to Section 9. However, the employee may request to flex their regular work shift for that day, subject to the approval of the employee's immediate supervisor or manager.

**9. STANDBY PAY.**

The Standby Program is intended to provide a timely response to short-term emergency situations. Employees participating in this program will be required to respond to such emergencies while on standby assignment. Any standby employee who fails to respond to a page or telephone call will be removed from the Standby Program for a period of (1) year. The County shall determine the required number and geographic location of standby workers.

Standby assignments shall be rotated on a weekly basis. While on standby assignment, standby employees shall carry a County-provided pager and/or cell telephone, drive County vehicles to and from work and ensure that the County vehicle carries the appropriate tools for an emergency response.

In the event of an emergency requiring a standby employee, C-Com/dispatcher or supervisor shall contact the employee(s) on standby assignment. If additional employees or equipment are required, the employee shall contact a supervisor who will dispatch any other employee(s) from the Emergency Call-In list and/or needed equipment. The supervisor shall maintain a record of employees contacted for each emergency.

While on Standby assignment, employees shall be compensated at a rate equivalent to (1) hour of straight time pay for each weekday, which is a day the employee is regularly scheduled to work, and at a rate equivalent to two (2) hours of straight time pay for each weekend day, which is defined as a day which an employee is regularly scheduled to be off, and each paid holiday as listed in Article 8 (Holidays), Section 1. Standby pay is not payment for hours worked and may not be converted to compensatory time.

In the event a standby employee is called into work, the employee also shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½) their regular hourly rate of pay. In the event a standby employee is called into work on Christmas Day or New Year's Day when either falls on a Saturday or Sunday, the employee shall be paid for a minimum of two (2) hours at the rate of two and one-half (2 ½) times their regular rate of pay.

The employee shall be paid only once regardless of how many times the employee is called out in the same two (2) hour period.

#### **10. SHIFT TRANSITION.**

a) Shift transition is defined as regular hours that an employee is unable to work due to scheduling decisions made by the County during an emergency/on-call situation or because of a required eight (8) hour rest period between emergency shifts.

b) When an employee is sent home after the beginning of their shift in order to be able to return to work at a later time the same day to complete their shift, shift transition shall not be paid for the hours the employee did not work.

If the employee is sent home to return to work the next day and is unable to work their regular scheduled hours on the day they are sent home, shift transition will be paid for the regular hours the employee was not able to work at the direction of the County.

c) Shift transition will not be paid when the County makes work available to an employee and the employee chooses not to work for their total scheduled hours in a single day (8 or 10 hours), regardless of the actual hours worked.

d) For purposes of shift transition a day is defined as the 24 hour period from midnight to midnight.

#### **11. OVERTIME.**

Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for



work under any of the following conditions, but compensation shall not be paid twice for the same hours:

For Employees on Regular Schedules:

- (a) All authorized work performed in excess of eight (8) hours, in any work day for employees on a eight (8) hour five (5) day work week; or ten (10) hours in any work day for employees on a ten (10) hour four (4) day work week;
- (b) All authorized work performed in excess of forty (40) hours, in any work week;
- (c) All authorized work performed fifteen (15) minutes before or after any scheduled work shift paid at time and one-half for actual time worked.
- (d) When computing overtime, all paid leave shall be considered hours worked.

For Employees on Alternative Schedules:

- (a) All authorized work performed in excess of forty (40) hours, in any work week;
- (b) All authorized work performed fifteen (15) minutes before or after any scheduled work shift paid at time and one-half for actual time worked;
- (c) All authorized work performed on Saturday or Sunday; except as may be modified by Articles 15 (Job Share) or 16 (Ferry Operators);
- (d) When computing overtime, all paid leave shall be considered hours worked.

**12. EXCEPTIONS.**

The overtime rate specified above for Saturday and Sunday work shall not be paid employees for whom these days are regularly scheduled days of work. These employees shall be paid time and one-half (1½) for all work performed on their regular scheduled days off, except as may be modified by Article 15 (Job Share) or Article 16 (Ferry Operators).

**13. DISTRIBUTION.**

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within the same job classification who voluntarily place their name on a roster to work overtime work; provided however, that exceptions may be made subject to mutual approval by the County and the Union. If an employee whose name is on the voluntary overtime roster declines overtime work for other than valid reasons as determined by the County two separate times within a thirty (30) day period, that employee's name may be removed from the roster for ninety (90) days. If a sufficient overtime work force cannot be provided by the use of the voluntary roster, either because of a deficiency in the number of individuals on the roster or a lack of qualified individuals, then overtime will be required for all employees and distributed equally as is reasonable among employees with comparable skills within the same job classification. Failure to work required overtime may be subject to disciplinary action short of discharge.

In the event this Article or portion thereof becomes unenforceable and/or problematic due to unforeseen circumstances, either party may submit a request, in writing, and be granted a meeting in order to attempt to resolve the issue in question.

**14. COMPENSATORY TIME OFF.**

The County may at the request of the employee approve compensatory time off equal to one and one-half (1½) hours off for each hour of overtime worked in lieu of overtime pay. Compensatory time off shall be scheduled at the discretion of and consistent with the needs of the County. Such leave shall not accrue beyond two hundred forty (240) hours.

**15. PAY FOR ACCUMULATED COMPENSATORY TIME.**

All accrued hours in excess of eighty (80) shall be used by the end of each fiscal year (June 30th) or paid in cash. Therefore, all employees will be paid automatically in July for compensatory time accrued in their name as of June 30th, over the allowable carry forward of eighty (80) hours.

Any employee who would have an accrued balance of eighty (80) hours or less after June 30<sup>th</sup> may elect to receive a payoff of any number of their compensatory hours by making a written request to payroll no later than July 1st.

Any employee with an accrued balance as of October 31<sup>st</sup> may elect to receive a payoff in November of any number of their compensatory hours by making a written request to Payroll no later than November 10<sup>th</sup>.

All compensatory time will be paid at the employee's regular rate of pay at the time of payment.

**16. TRAVEL PAY.**

Whenever an employee is required to report for work at any location other than their established place of reporting, the employee shall be paid at the current County Travel Policy rate per mile from the established reporting place for the use of their personal transportation to and from the temporary new location.

**17. PORTAL TO PORTAL PAY.**

Employees shall report to their regular place of reporting at the designated starting time of the shift and shall return to their reporting place so as to be off work by the designated quitting time.

**18. PAY DAY.**

Employees shall be paid based on a bi-weekly pay period. Paydays will be every other Friday.

**19. INSPECTORS.**

Whenever an inspector or plans examiner is asked by their supervisor to work in an inspection discipline for which they are certified by the State of Oregon, but is different from that which they are currently classified, they will receive an add to pay of 5% above the hourly wage for the day(s) they are inspecting in that discipline.

**20. FERRY OPERATOR LEADWORKER PAY.**

An employee assigned lead worker responsibilities beyond their regular job duties

shall be compensated with a premium pay at a rate of \$1.00 per hour.

**21. COMPUTATION OF HOURLY RATE.**

Hourly rates are posted on the County Internet as Pay Plans.

**22. EMERGENCY SHIFT PAY.**

An employee designated to work an emergency shift as defined in Article 7 (Hours of Work), Section 10 shall be paid their regular hourly rate plus \$1.75/hour.

Overtime will be paid at the rate of time and a half (1 ½) of the regular rate of pay plus emergency shift pay.

**23. SHIFT DIFFERENTIAL.**

Mechanics whose regularly scheduled shift begins after 3:00 pm shall receive a shift differential of \$1.50 per hour additional for all hours worked during their shift. ("Regularly scheduled" is a pre-determined, pre-agreed upon standard shift determined by management.)

If any mechanic employee is requested or required to continue working at the end of their regular shift and has been receiving shift differential based on swing, the employee will continue to receive the shift differential of their regular shift until the end of the shift. This is intended to be on a case by case basis and to not become a regular occurrence. Overtime rules will still apply in accordance with FLSA.

Saturday or Sunday overtime work is not paid differential time unless it is part of the employee's regular scheduled work week.

Employees called in due to weather related emergencies would be paid under Emergency Shift Pay and not shift differential pay.

**24. RECLASSIFICATION/PCQ REVIEW.**

If an employee is reclassified into a currently existing classification, the employee shall be reclassified effective the date the employee and/or supervisor signed the Position Classification Questionnaire (PCQ), whichever signed first, and shall receive retroactive pay, if any, to that date. The employee's merit date shall be changed to the first of the month following one year from the effective date of the reclassification.

If an employee is reclassified into a newly developed classification, the employee's reclassification 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 one year from the effective date of the reclassification. The employee may be eligible for up to six month's retroactive temporary out of classification pay (TOC) if it is determined that the employee was performing at least 75% of the new classification's duties prior to the new classification's creation.

When it is determined that an employee has been performing the work of a higher classification and the employee is not subsequently reclassified since management

decided to remove the higher level duties, the employee shall receive temporary-out-of-class (TOC) pay for the period starting from the date the employee and/or supervisor signed the PCQ, whichever came first.

If, however, there are special circumstances that affect completion of a reclassification, the Director of Human Resources may authorize retroactive (TOC) pay which exceeds the 6 months and is not limited to the current fiscal year. Such decision shall not be subject to the grievance and arbitration process.

**25. BILINGUAL PAY.**

When an employee is required 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 or "Certification of Bilingual Requirement" Form.

When an employee 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 hour, for performing bilingual duties.

## **ARTICLE 15 - JOB SHARE**

**1. DEFINITION.**

"Job sharing position" means a regular full time position that may be held by two individuals on a shared time basis whereby the individuals holding the position each work 50% of the time.

**2. DETERMINATION.**

Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Director of the Department to be considered for job share positions. The Department Director shall determine if job sharing is appropriate for a specific position.

Determination of job sharing or the continuance of a job sharing position is the exclusive right of the Department Director.

If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Department Director has the right to determine if job sharing is still appropriate for the position. If the Department Director determines that job sharing is not appropriate for the position or the Department Director is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a regular full time basis.

**3. PROBATIONARY PERIOD.**

The probationary period for job share employees shall be the same as for a regular full time employee.

**4. MERIT INCREASES AND PERFORMANCE APPRAISALS.**

Job share employees shall be eligible to move for merit increases on the same time schedule as a regular full-time employee.

**5. LONGEVITY.**

Job share employees shall be eligible for longevity pay on the same time schedule as a regular full-time employee.

**6. VACATION LEAVE AND SICK LEAVE.**

Job sharing employees shall accrue vacation leave and sick leave on a prorated basis.

**7. HOLIDAYS.**

Job share employees will share equally in holiday compensation on a 50/50 split. However, with management's approval, employees may adjust their work schedules to accommodate a prorated holiday work week.

**8. HEALTH AND WELFARE.**

Job sharing employees shall be entitled to health and welfare benefits as described in Article 12 (Health and Welfare).

**9. LAYOFF.**

For purposes of layoff and bumping, individuals filling a job share position will be considered as separate individuals for determining service credits (merit/seniority).

Seniority for layoff and bumping purposes shall be granted similarly to regular part-time positions which is on a pro rata basis using a two thousand eighty (2080) hour base.

## ARTICLE 16 - FERRY OPERATORS

It is recognized by the County and the Union that the Ferry Operators represent a separate and unique scheduling requirement.

Their status is defined as follows:

**1. REGULAR FULL TIME.**

Ferry Operators are regular full-time employees.

**2. WORK WEEK.**

The Ferry Operators' work week shall consist of forty (40) hours worked on consecutive days.

**3. WORK ASSIGNMENT.**

On occasion, it may be necessary to modify work assignments in order to achieve the forty (40) hour work week obligation. Management has the right to meet that requirement by assigning Ferry Operator(s) to other duties within the Transportation Maintenance Program. During such assignments, the work schedule will be either ten and one-half (10½) hours or eight and one-half (8½) hours, depending on the schedule in place at the time. In this situation, the Ferry Operator will have an unpaid one-half (½) hour lunch.

**4. OVERTIME.**

The work shift schedule shall be developed in partnership with the Union and County. Overtime will be paid in accordance with Article 7 (Hours of Work).

**5. FERRY WORK SHIFT.**

The Ferry Operator will receive a paid one-half (1/2) hour lunch break and two paid fifteen (15) minute rest breaks.

**6. PERMANENT PLACE OF REPORTING.**

Ferry Operator's permanent place of reporting will be the Canby Ferry site at time of ferry operation or the County Facility located at 902 Abernethy Road, Oregon City, Oregon, during time of non-operation.

## ARTICLE 17 - PERSONNEL RECORDS AND INFORMATION

1. The parties agree as follows in regard to personnel records and information:
  - (a) An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in the employee's departmental personnel file.
  - (b) 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.
  - (c) The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
  - (d) For purposes of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Department of Human Resources and/or by the employee's department or division.
  - (e) Material reflecting caution, consultation, warning, admonishment and reprimand placed in an employee's personnel file shall be retained for a maximum of three (3) years, unless there are repeat occurrences. No material reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. The employee's signature does not necessarily indicate agreement.



## ARTICLE 18 - DISCIPLINE AND DISCHARGE

### 1. EMPLOYEES SUBJECT TO DISCIPLINARY ACTION.

Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, unpaid suspension, demotion, or discharge; provided, however, in the case of regular employees, such action shall take effect only after the supervisor gives written notice of the action and cause to the employee except for cases of oral reprimand. The Union shall be notified of all discipline or proposed disciplinary action except for oral reprimand.

### 2. REPRIMANDS SUBJECT TO APPEAL.

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 Step IV of the Grievance Procedure, and then to Step V (Arbitration). An employee electing either Step V (Arbitration) or a hearing as defined in the Personnel Ordinance shall thereby waive a hearing and decision in the other forum. The Union shall submit any such grievance at Step I of the Grievance Procedure no later than ten (10) working days after the effective date of the disciplinary action.

### 3. MANNER OF REPRIMAND.

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

### 4. PREDISMISSAL HEARING.

When the Employer believes there is just cause for discharge, the employee involved will be either placed on paid administrative leave or be allowed to continue work during the period of review. The employee and the Union will be notified in writing at the time the action is taken that the employee is subject to discharge. Such notification shall state the reasons for which the employee is being discharged. The Employer shall provide to the employee 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 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 employee. The employee may be granted additional time, at the discretion of the Employer, to prepare for the pre-dismissal hearing.

### 5. PROBATIONARY EMPLOYEE GRIEVANCE.

A probationary employee shall be afforded the opportunity to grieve any alleged violation, misapplication and/or misinterpretation of this agreement; however, this shall not include any matter involving discipline and/or discharge.

### 6. ELECTRONIC RECORDINGS/DATA

Video camera recordings, GPS data, and/or other electronic data may be accessed, reviewed and preserved by the County for business reasons. Such recordings/data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording, GPS data, and/or other electronic data. In the event the County elects to review video, GPS,

or other electronic data as part of an investigation, the County shall notify the Union and provide the Union with an opportunity to view the video and/or data. The County will not randomly review video, GPS, or other electronic data for the purpose of disciplining employees. The County understands that it has the burden of proving "just cause" exists to support the discipline or discharge of any non-probationary employee.

## ARTICLE 19 – SENIORITY

1. 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 toss of a coin. Of those involved in the tie-breaker(s), the person whose last name begins with the letter nearest the beginning of the alphabet (and who is also involved in the particular toss) shall be the coin tosser.

2. For the purpose of computing seniority, all authorized leave shall be considered as time worked. Employees who are laid off as a result of a reduction in positions and who are subsequently reinstated shall retain full seniority except for such periods of layoff.

## ARTICLE 20 – RECRUITMENT

Whenever a bargaining unit position becomes available, the County will fill the position, whenever possible, by recalling names from an existing layoff register. In order to be recalled, the employee must demonstrate the required certifications, knowledge, and skills to meet the minimum qualifications of the position. If no layoff register exists, the County may fill the position from an existing eligibility register or shall open a recruitment. The County shall first attempt to fill the position by certifying the qualified DTD bargaining unit applicants to the Department plus veterans eligible for preference under state law. When there are less than four qualified bargaining unit members on the list, sufficient qualified external applicants will be certified such that the total certified equals four plus veterans eligible for preference under state law. In the event there are no bargaining unit members qualified, the County shall certify qualified external applicants plus veterans eligible for preference under state law and qualified candidates to address affirmative action goals.

## ARTICLE 21 – LAYOFF

### 1. NOTIFICATION.

In the event it becomes necessary to effect a reduction in the work force in any classification or position in any work unit, the County shall notify affected employees and the Union in writing at least thirty (30) calendar days in advance of the effective date, except in emergency situations. Such notification will include a list of identified positions/classifications in which the employee may be qualified to bump. The County shall also provide the Union with a layoff list.

Those employees who wish to participate in the bumping process must notify the Department of Human Resources in writing within five (5) working days after receiving their notice. Such notification must include a complete list of the employee's qualifications, skills and abilities. Those employees who do not notify Human Resources will automatically be placed on layoff status and laid off on the specified date.

The County may make an extension when an employee is unable to submit forms within five (5) working days due to circumstances beyond the employee's control, such as illness, accident or vacation.

### 2. LAYOFF ORDER AND BUMPING RIGHTS.

Layoff order shall be established within the Department on the basis of seniority. Employees shall be laid off in reverse order of their seniority, except as modified in Section 3. Laid off employees shall have the right to bump into regular positions or to displace temporary or seasonal employees at the same or lower level as outlined in Section 5. A same level position is any position in a classification with the same maximum pay rate as the classification of the position being laid off. A lower level position is defined as any position in a classification with a lower maximum pay rate than the classification of the position being laid off.

### 3. EXCEPTION TO LAYOFF ORDER.

The Department Director may make an exception to the order of layoff 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. The judgment of the Department Director shall be sustained unless such judgment is shown to be arbitrary or capricious.

### 4. QUALIFICATIONS FOR BUMPING.

The qualification of an employee to bump shall depend upon that employee demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position prior to bumping. In addition, bumping employees must demonstrate the ability to perform on the job at a satisfactory level of performance within thirty (30) calendar days.

Between the tenth (10<sup>th</sup>) and twentieth (20<sup>th</sup>) calendar day of this period, the County will provide the employee either with a written statement assessing their performance. On the 30<sup>th</sup> calendar day of this period, if the employee is not

performing satisfactorily, the employee will be given a minimum of 15 calendar days' notice of intent to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which the employee was originally laid off.

The County will provide the employee with a reasonable orientation and guidance for the position.

**5. OPTIONS FOR LAID OFF EMPLOYEES.**

Laid off employees shall have the following options:

- (a) Accept the layoff.
- (b) Displace the employee with the lowest seniority in a position at the same or lower level classification in the department, provided the displacing employee is more senior and is qualified for the position as described in Section 4.
- (c) Displace a temporary or seasonal employee at the same or lower level classification.

**6. TEMPORARY EMPLOYEES.**

Temporary and seasonal employees will not be used to fill laid off bargaining unit positions. Within a classification identified for layoff, all temporary and seasonal employees will be terminated and probationary employees shall be laid off before any regular bargaining unit employees are laid off.

**7. PAY RATES.**

An employee who displaces an employee in a lower pay range will be paid pay rate in the lower salary range which most closely approximates their current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum of the lower salary range. The employee may request and shall be paid for all accrued compensatory time at the rate being earned prior to layoff.

**8. LAYOFF REGISTERS.**

Any regular status employee who is laid off from a position, whether the employee accepts the layoff or bumps into another position, shall be eligible for recall to a position in the same classification for a period of three (3) years, without loss of seniority. Laid off probationary status employees will not be placed on a layoff register. Employees on layoff must keep the County informed of their current address and telephone number during the period of layoff.

A regular status employee who bumps into another position and then is subsequently laid off or bumps into another position shall be eligible for recall for a period of three (3) years to a position in the bumped classification.

A regular status employee who is laid off from the County and has no remaining bumping options shall be eligible for recall for a period of three (3) years to a position in the classification held at the time of layoff.

A regular status employee who is laid off from the County and has no remaining bumping options may request placement on a layoff register for recall for a period of three (3) years to a classification at the same or lower level. Such requests must be

made in writing to the Department Director within thirty (30) days of the date the employee is laid off and are subject to the approval of the Director of Human Resources.

**9. RECALL.**

Recall shall be on the basis of seniority, with senior employees being recalled before junior employees, and before any new hires or transfers, Demonstrates possession of the required certifications, knowledge, and skill to meet the minimum qualifications of the classification. Laid off probationary and temporary employees do not have recall rights.

For purposes of recall, seniority shall be based on the date of seniority that the employee had on the day the employee received the layoff notice.

Upon recall to any positions in the Department, a recalled employee shall have restored all accruals of sick leave, vacation accrual rate and seniority in effect on the date of layoff.

If recalled to a position in the previous classification, the recalled employee will return to the same pay range, subject to any cost of living adjustments or range changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, six (6) months after the date of recall. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

If recalled to a position in a different classification, the employee will be placed in the new pay range which most closely approximates the employee's pay rate at the time of layoff, subject to any cost of living adjustments or range changes. Such employees shall be placed on probation for six (6) months and will be eligible for a merit increase, if applicable, on the first of the month following successful completion of the probation period. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

No recalled employee shall be paid at a rate that exceeds the maximum of the salary range for the classification to which the employee was recalled.

**10. MANAGEMENT/CONFIDENTIAL EMPLOYEES.**

Management will notify the bargaining unit at least fifteen (15) days prior to its intent to lay off any management/confidential employee(s) who previously held positions within AFSCME 350-0, who may be eligible to exercise bumping rights into the bargaining unit.

Management/Confidential employees who are currently employed in the Department and who have previously held a position within the bargaining unit may bump into the bargaining unit with seniority limited to that accrued while employed within the bargaining unit.

Sections 1 through 3 of this Article will not apply to employees who are bumping from management or confidential positions.

Sections 4 through 10 of this Article will apply to Management/Confidential employees.



## ARTICLE 22 - SETTLEMENT OF DISPUTES

### 1. GRIEVANCE AND ARBITRATION PROCEDURE.

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement shall be settled as outlined below.

STEP I. A Union representative, and the employee at the employee's option, may take up the grievance or dispute with the employee's Division Manager within ten (10) working days of the occurrence by submitting a written grievance; if at that time the representative is unaware of the grievance, the representative may take it up within ten (10) working days of the date upon which the representative knew or should have known of its occurrence. Under no circumstances may the grievance be taken up more than one hundred and twenty (120) calendar days after its actual date of occurrence. The written grievance shall identify the facts sufficient to explain the nature of the grievance, specific contract provision(s) allegedly violated, and requested remedy. The Division Manager, the Union representative, and the employee at the employee's option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the Division Manager shall respond to the employee and the Union representative in writing within ten (10) working days. For purposes of this Article, "working day" refers to Monday through Thursday, excluding observed holidays.

STEP II. If the grievance still remains unadjusted, it may be presented by the Union representative or the Union Grievance Committee and the employee at the employee's option, to the Director of the Department within ten (10) working days after the Division Manager's response is due or when the response is received, whichever occurs last. The Director of the Department, the Union representative and the employee at the employee's option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director of the Department shall respond to the employee and the Union representative or the Union Grievance Committee in writing within ten (10) working days.

STEP III. If the grievance still remains unadjusted, it may be presented by the Union representative or the Union Grievance Committee and the employee, to the Board of County Commissioners or to its designee(s) within ten (10) working days after the response of the Director of the Department is due or when the response is received, whichever occurs last. The Board of County Commissioners or its designee(s) shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Board of County Commissioners or its designee(s) shall respond in writing to the employee and the Union representative or the Union Grievance Committee within ten (10) working days.

STEP IV. If the grievance is still unsettled, either party may request arbitration by written notice to the other within ten (10) working days after the reply of the Board of County Commissioners or to its designee(s) is due or when the response is received, whichever occurs last. However, by mutual agreement between the Union and the County, any grievance filed under the terms of this

Article may be referred to mediation prior to requesting Arbitration at Step V. Cost for mediation services shall be equally split between the Union and the County.

STEP V. 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 with an office in Oregon or Washington shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. 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 express 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 doing so 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.

When the Board of County Commissioners or to its designee(s) has denied a grievance and the arbitration is requested, the parties must, within one (1) year of the date the Board of County Commissioners or its designee(s) denies the grievance, select an arbitrator and either party requests a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

**2. CLASS ACTION GRIEVANCE.**

If there is a breach of any provision of this Agreement affecting a group of employees, the Union shall have the right to take up such breach.

## **ARTICLE 23 - CONTRACT WORK**

At least twenty (20) calendar days' notice will be given to the Union before the County may contract out or subcontract, except in the case of an emergency as defined in Article 1 (Definitions). The County will provide a copy of the memorandum detailing the scope of work to effect notice.

At least ninety (90) calendar days' notice will be given to the Union before the County may contract out or subcontract, when such contracting out or subcontracting will result in the layoff of one or more regular employees. Layoffs under this process shall be conducted according to the procedures in Article 21 (Layoff).

## ARTICLE 24 - GENERAL PROVISIONS

### 1. 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, disability, race, color, creed, national origin, or political affiliation. The Union 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 Union and there shall be no discrimination, interference, restraint, or coercion by the County or any County representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

### 2. EXISTING CONDITIONS.

All existing benefits and conditions shall be subject to negotiation with the Union before being changed. Whenever any changes are proposed, the Union will be notified in writing and the changes shall be posted prominently on the bulletin board for a period of ten (10) consecutive work days, by the conclusion of which the rules will be deemed accepted and approved by the Union unless the Union has given notice of intent to negotiate. If notice to negotiate is given, a reasonable time therefore will be allowed prior to the rules becoming effective.

### 3. RULES.

The County agrees to notify the Union in writing and to furnish to the Union copies of all future work rules to be posted prominently on the bulletin boards for a period of ten (10) consecutive work days, by the conclusion of which the rules will be deemed accepted and approved by the Union unless the Union has given notice of intent to negotiate. If notice to negotiate is given, a reasonable time therefore will be allowed prior to the rules becoming effective.

### 4. PROTECTIVE CLOTHING.

If any employee is required to wear protective clothing or any type of protective device, such protective clothing or protective device, unless normally provided by the employee according to industrial practices, shall be furnished to the employee by the County. The cost of maintaining the protective clothing or device including tailoring, cleaning and laundering shall be paid by the County.

The Labor/Management Committee will determine what employees by classification should be required to wear safety boots. Exceptions may be made to this list for an employee whose individual position requires the wearing of boots while the overall classification does not. The County will provide up to \$200.00 per fiscal year for purchase or repair of such protective footwear and orthotics subject to the employee providing a receipt.

### 5. TOOL REPLACEMENT/ALLOWANCE.

The County agrees to replace "in kind" the Mechanics' tools which are worn out or broken in the performance of their assigned duties for the County. When a tool is

lost and can be verified by management that the tool was lost in the course of employment and was not due to employee negligence, the tool will be eligible for replacement.

In addition, Equipment Services Mechanics shall, on an annual basis, and upon presentation of a receipt(s), be eligible for reimbursement up to an amount of five hundred and fifty dollars (\$550) for tools used in the course of employment.

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

**6. LAUNDERING FEES.**

The County agrees to provide daily an adequate number of clean pants, shirts, jackets, or coveralls for the following classifications and personnel:

Traffic Operations Specialist  
Traffic Signal Electrician  
Traffic Signal Lead Electrician  
Ferry Operator  
Integrated Vegetation Management Coordinator  
Transportation Maintenance Specialist I  
Transportation Maintenance Specialist II  
Transportation Maintenance Specialist III  
Transportation Maintenance Specialist IV  
Transportation Maintenance Technician, Senior  
Transportation Maintenance Technician  
Equipment Maintenance Coordinator  
Mechanic, Senior  
Mechanic  
Heavy Equipment Mechanic  
Heavy Equipment Mechanic, Senior  
Welder/Fabricator  
Procurement Coordinator  
Weighmaster  
Motor Carrier Safety Coordinator

**7. CDL AND FERRY OPERATOR'S LICENSE – PHYSICAL EXAMINATION.**

Any employee who is required to maintain a valid Commercial Driver License (CDL) as a condition of employment shall also be required to maintain a valid Medical Examiner's Certificate. Any employee who is required to maintain a valid Ferry Operator's License as a condition of employment shall also be required to maintain the equivalent of a valid Medical Examiner's Certification. For employees who choose to have the physical examination conducted by a County provided physician, the County agrees to pay the incurred cost and provide up to a maximum of two (2) hours of paid leave time during a regularly scheduled work day for such medical examination. If an employee chooses to have the physical examination on a regular day off, the County will pay only the incurred cost of the examination and will not provide any paid leave time. In order to be eligible for the paid examination and paid

leave time, the examination must be scheduled through the Safety Coordinator's office.

## **ARTICLE 25 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY**

Many classifications within the bargaining unit require the employee to maintain a valid driver's license. When a driver's license is suspended or revoked, the County will make reasonable efforts for the employee to continue performing their regular duties. Such efforts will be based on the percentage of driving required by the position and work availability. Decisions concerning situations shall be fact driven and based on departmental workloads and availability of productive work.

### **1. LICENSE SUSPENSION POLICY.**

This policy covers all bargaining unit employees required to hold an Oregon Drivers License/Commercial Drivers License/U.S. Coast Guard Ferry Operator License to perform the essential functions of their job, and is subject to all applicable State and Federal laws.

Any revocation or suspension of license(s) is subject to the following:

#### **Employees requiring a "Class C" Driver License**

(a) For a loss of driving privileges up to, and including, forty-five (45) calendar days, the County will assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. If work is not available, the employee may utilize any accumulated vacation or comp time during this period. The employee may be subject to a "Last Chance Agreement".

(b) For the loss of driving privileges exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee's return to duty may be subject to a "Last Chance Agreement".

(c) If any loss of driving privileges is due to substance abuse – either alcohol, prescription drugs, or non-prescription drugs, and treatment is ordered by the court or other legal authority, the employee will provide written verification to the County, from the treatment provider, verifying that the employee has undergone the appropriate treatment.

(d) For the loss of driving privileges exceeding ninety (90) calendar days, the employee may be discharged.

#### **Employees requiring a "Commercial Driver License" (CDL)**

(a) For any loss of driving privileges up to, and including, forty-five (45) calendar days, the County will assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. The employee may be subject to a "Last Chance Agreement".

(b) For the loss of commercial driving privileges (CDL) exceeding forty-five (45) calendar days up to one (1) year, where the employee is able to utilize their class "C" driver license, the County will assign/provide work at a reduced pay rate that the employee can perform without the requirement of the CDL license. This reduced rate shall be one (1) step below their current pay step in their current classification or 3.5% below their current pay rate, in salary grades with no steps. The employee may return to regular duties, at their regular rate of pay, upon acquiring the appropriate driving privilege (or license reinstatement). The employee may be subject to a "Last Chance Agreement".

(c) For the loss of all driving privileges (CDL & class "C") exceeding forty-five (45) calendar days, up to and including ninety (90) calendar days the County will not provide work. The employee may use any accumulated vacation or comp time during this period. The employee may return to regular duties upon acquiring the appropriate driving privilege (or license reinstatement). The employee may be subject to a "Last Chance Agreement".

(d) For the loss of all driving privileges (CDL and Class C), exceeding ninety (90) calendar days, the employee may be discharged.

#### **Employees requiring a "U.S. Coast Guard Ferry Operator License"**

(a) For any loss of ferry operating privileges up to, and including, forty-five (45) calendar days, the County may assign/provide work at the employee's current pay rate that the employee can perform without the requirement of the license, if such work is available. If work is not available, the employee may utilize any accumulated vacation or comp time during this period. The employee may be subject to a "Last Chance Agreement".

(b) For the loss of ferry operating privileges exceeding forty-five (45) calendar days the employee may be discharged.

#### **Probationary Employee**

(a) Probationary employees who lose driving/ferry operating privileges shall be subject to termination.

## **2. ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY.**

(a) Employees seeking treatment for drug or alcohol abuse will be encouraged and supported in doing so.

(b) The employee may return to the employee's position upon completion of an inpatient/residential treatment program and/or may remain in their regular position while participating in an ongoing, outpatient treatment program without penalty or jeopardizing the employee's employment with the County.

(c) Time used for purposes of assessment, evaluation, counseling, and treatment of alcohol and drug dependency may be charged against accrued and available sick leave. Use of accrued and available vacation leave for the above-stated purposes related to alcohol or drug dependency shall be in accordance with the same requirements which would apply to any other illness or injury. If no



sick leave or vacation times are available for an employee to use for these purposes, an employee may use leave without pay as long as the employee's supervisor is properly notified.

- (d) A voluntary confidential support network of fellow bargaining unit employees will be available to employees with alcohol and/or drug dependency problems to be utilized in times of need.

Given the importance of having our employees aware of available help, we suggest the County provide updated information on available assistance from the Employee Assistance Program on a continuing basis.

## **ARTICLE 26 - 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 decisions; 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 27 – OVER/UNDER PAYMENTS

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her 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 eight (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.

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 (D) 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 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.

### D. Payment Plan

Employees can elect to either establish a payment plan through payroll deductions

as described under 26(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 W2 form by the amount repaid.

## ARTICLE 28 – TRANSPORTATION MAINTENANCE SERIES

The County and the Union worked collaboratively in replacing the Skill-Based Pay (SBP) plan with a more traditional classification system and pay plan. As a part of this process, the Road Maintenance Assistant classification was also incorporated into the new Transportation Maintenance Specialist series.

1. Effective March 1, 2018, the new Transportation Maintenance Specialist (TMS) classification series was implemented with the following salary grades:

<b>CLASSIFICATION</b>	<b>SALARY GRADE</b>
Transportation Maintenance Specialist 1	DTD 14
Transportation Maintenance Specialist 2	DTD 17
Transportation Maintenance Specialist 3	DTD 19
Transportation Maintenance Specialist 4	DTD 21

2. No employee will be reassigned to the TMS 4 classification. The County will determine the number of TMS 4 positions required and will run an internal/promotional recruitment for TMS employees to fill these positions following the implementation of this agreement.
3. Upon implementation of this agreement, employees reassigned from the Road Maintenance Assistant classification will be eligible for regular merit increases as scheduled. Employees reassigned from one of the SBP classifications will have a merit date established. This merit date will be based on the calendar month of the employee's last SBP advancement/step increase. The established merit date will be on the first of the applicable calendar month following (or on) March 1, 2018. For example, if the employee's last SBP advancement was May 6, 2015, their next merit date will be May 1, 2018. If an employee's last SBP advancement was November 19, 2014, their next merit date will be November 1, 2018. Assigned merit dates will be formally communicated to each employee when these changes are implemented.
4. Effective March 1, 2018, employees assigned to a TMS classification will not be eligible to receive Lead worker pay. Employees assigned to perform work in a classification above their own will receive Out of Classification pay as outlined in Article 14 (Wages), Section 3 (Out of Class Work).
5. Any SBP Bridge Maintenance Worker employed prior to March 1, 2018, who does not possess a Class A CDL will not be required to obtain a Class A CDL in order to be assigned to the TMS 3 classification.
6. Upon implementation of the TMS classification series, the SBP Road Maintenance Worker, SBP Bridge Maintenance Worker and SBP Traffic Control Worker and Road Maintenance Assistant classifications will be archived from the DTD pay plan.

## **ARTICLE 29 – DRUG AND ALCOHOL TESTING POLICY**

The County and the Union agree to abide by the Department-wide Drug and Alcohol Testing Policy for employees covered by the Federal Highway Administration U.S. Department of Transportation regulations. Said policy will not be unilaterally modified except to the extent such modifications are mandated by changes to the federal regulations. In that case, the County will provide the Union with advance notice of any such modifications. The Drug and Alcohol Testing Policy can be found on the Department's intranet page.

**ARTICLE 30 - TERM OF AGREEMENT**

1. This Agreement shall become effective as of the 1<sup>st</sup> day of July, 2018 or upon full ratification by both the Union and the County, whichever occurs last, and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2021 or the date of signing of a subsequent agreement whichever last occurs. It shall be automatically renewed on July 1, 2021 and each year thereafter unless either party shall notify the other in writing no later than March 1<sup>st</sup> that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than May 1.
2. This Agreement may be amended at any time by mutual agreement of the Union and County; such amendments shall be in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**FOR THE UNION:**

**FOR THE COUNTY:**

\_\_\_\_\_  
Devin Patterson  
President AFSCME-DTD/BCS

\_\_\_\_\_  
Chair Jim Bernard  
Board of County Commissioners

\_\_\_\_\_  
Brooke Zenor  
Bargaining Team Member

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Christina Dannerbring  
Bargaining Team Member

\_\_\_\_\_  
Eric Sarha  
Bargaining Team Member

\_\_\_\_\_  
Ross Kiely  
AFSCME Council Representative

\_\_\_\_\_  
Dan Johnson  
Bargaining Team Member

\_\_\_\_\_  
Mike Bezner  
Bargaining Team Member

\_\_\_\_\_  
Randy Harmon  
Bargaining Team Member

\_\_\_\_\_  
Sherryl Childers  
Bargaining Team Member

\_\_\_\_\_  
Adam Collier  
Chief Negotiator

**APPENDIX A**

CLACKAMAS COUNTY, OREGON  
PUBLIC EMPLOYEES  
DTD/BCS CHAPTER OF LOCAL 350, COUNCIL #75 AFSCME

MEMORANDUM OF UNDERSTANDING

**EXCEPTIONS TO THE FOUR DAY WORK WEEK**



Memorandum of Understanding  
By and between  
AFSCME DTD  
And  
Clackamas County

All requests for exception should be made to the employee's supervisor at least two (2) weeks prior to the date the employee is requesting the exception to take place. Individual employees may request exceptions to the four-day work week, as established below, for personal or business reasons by filling out the "Employee Request for Schedule Adjustment during Four-Day Workweek" form. Requests for personal exceptions, excluding ADA, medical exemptions or religious reasons, shall be made to the employee's direct supervisor

Exceptions to the Four Day Work Week

Exceptions may apply where required for business purposes or public service reasons. Personal exceptions may be made for ADA or medical accommodations, child or family care, educational or transportation commitments, or other personal reasons or community service commitments.

Allowances for exceptions will be made consistent with the needs of the county and may include: flexible schedules as defined in Article 7 (Hours of Work), Section 4., alternative work schedules allowing work on Friday via alternative work location, telecommuting, or other creative options.

Requests for individual exceptions to the regular schedule will be prioritized by the following order of importance:

1. ADA or medical accommodations (requires application and physician documentation) or religious accommodation requests. **This category of importance will be reviewed through Human Resources.**
2. Child care or family care center hours and contractual obligations to drop off or pick up family.
3. Educational commitments (previously scheduled classes) or transportation schedules (need to catch a bus, carpool that have limited options for alternate times).
4. Other personal reasons or community service commitments.

If the request is denied, the employee may appeal the Supervisor's decision:

- 1) To the Department Director.
- 2) If an employee's personal exception request is denied by the Director, the employee may appeal the denial to the Human Resources Director, or designee, whose decision will be final and not subject to the grievance and arbitration process of the

collective bargaining agreement.

Denials of requests must be in writing and provide an explanation for the denial.  
Denials cannot be for arbitrary and capricious reasons

\_\_\_\_\_  
For Clackamas County

\_\_\_\_\_  
For AFSCME

37134343.1

37134343.1



Evelyn Minor-Lawrence  
Director

DEPARTMENT OF HUMAN RESOURCES

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

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the  
Clackamas County Employees' Association (CCEA)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$ 13,605,652.40
<b>Funding Source</b>	General Fund
<b>Duration</b>	July 1, 2018 – June 30, 2021
<b>Previous Board Action</b>	February 7, 2019 – Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Eric Sarha, HR Deputy Director 503-655-8292
<b>Contract No.</b>	N/A

**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, 2019, 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.

The significant wage and other economic changes are outlined below:

**Cost of Living Adjustment (COLA)**

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

- For fiscal year 2018-19, 2.8%. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2018 to the first full pay period after the effective date of ratification.
- For fiscal year 2019-20, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2019. *For fiscal year 2019-20 (year 2) the Index has published a 3.5% cost of living increase and has been factored into the fiscal impact.*

- For fiscal year 2020-21, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2020. *Projected 3.0% cost of living increase for year three has been assumed and factored into the fiscal impact.*

### **Other Wage Increases**

- **Training Pay (new):** 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.

- **DPSST Certification (new):** 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. (\$11,700/yr.)
- **Association Rights (new cap to County paid time):** 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. An Association representative or CCEA officer may use up to eighty (80) hours of County paid time per calendar year. (\$48,940.33/yr)
- **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.

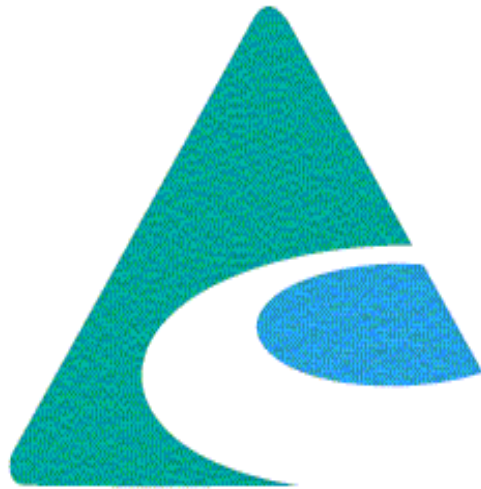
### **RECOMMENDATION:**

Staff recommends the Board approve the attached contracts for the Clackamas County Employees' Association.

Respectfully submitted,

Evelyn Minor Lawrence, HR Director

**CLACKAMAS COUNTY  
EMPLOYEES' ASSOCIATION**



**CLACKAMAS**  
C O U N T Y

**2018-2021  
AGREEMENT**

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2018-2021  
A G R E E M E N T

between

CLACKAMAS COUNTY, OREGON

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

**PREAMBLE**

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

The parties agree as follows:

**ARTICLE 1 - RECOGNITION**

The County recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except temporary employees (those hired for a period not to exceed 1502.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1600 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve (12) month period based on the County's Affordable Care Act (ACA) look back period of November 1 through October 31 and every twelve months thereafter), part-time employees (regularly working a schedule of less than 18.75 hours per week), Deputy District Attorneys, elected officials, department heads, and employees who because of 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) month's 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) 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 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 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.

Examples include and are not limited to:

- One week of five (5) eight (8) hour days, one week of four (4) ten (10) hour days.
- Four (4) consecutive days of nine (9) hours each, followed by one day of four (4) hours (40-hour work week).
- Four (4) consecutive days of ten (10) hours each, followed by three (3) consecutive days off, followed by one (1) of ten (10) hours, one (1) day of nine (9) hours, one (1) day of eight (8) hours, one (1) day of seven (7) hours and one (1) day of six (6) hours, followed by two (2) consecutive days off (80-hour work period).
- Four (4) consecutive days of ten (10) hours each, followed by three (3) consecutive days off, followed by two (2) days of eight (8) hours each, one (1) day of nine (9) hours and one (1) day of ten (10) hours, followed by three (3) consecutive days off (75-hour work period).
- Four (4) consecutive days of nine (9) hours each, followed by three (3) consecutive days off, followed by five (5) consecutive days totaling thirty-nine (39) hours, followed by two (2) consecutive days off (a modification of the 9-75 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

**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 to meet workload demands. Employees may also request to flex their daily work hours for personal reasons. The purpose of this flexibility is to allow employees, with the prior approval of management, the ability to adjust hours of a work shift. Such 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 such agreements 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 daily 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 Community Corrections Residential Center, Juvenile Intake and Assessment Center, and the Clackamas Mental Health Center.

**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 30 calendar days' notice of a workday/shift change before taking effect. The employee and supervisor may agree to effect the transfer in less than 30 calendar days by mutual 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(2) or Article 10(2).

Community Corrections Officers, Community Corrections Counselors, Community Corrections Technicians, and Community Corrections Aides in the Residential Services Division of Community Corrections 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.

**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)
- 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 shall be granted to each employee each calendar year.
- However, if not used by December 31, the holiday will be lost.

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 90 days of employment. Unbroken service in the same position for the County immediately before the employee receives regular status shall count toward the 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.

Every day appointed by the Board of County Commissioners as a holiday.

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 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 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 second or 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, subsection 5.

**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 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 physician'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 five (5) 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 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. 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.

## **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. 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 237.350, 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, the employee may retain up to 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.**

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

**ARTICLE 7 - VACATION LEAVE**

**1. Accrual.**

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

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. The effective hire date, as of 7-1-92, will not be modified for breaks in service except for those occurring after that date.

B. 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 40 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 31<sup>st</sup> 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.

C. Employees in a paid status 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.

**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 his 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 without pay for a limited period, not to exceed ninety (90) days, may be granted for any reasonable purpose, consistent with the needs of the County, and such leaves may be renewed or extended for any reasonable period. Leaves of absence shall be subject to approval by the employee's department director. Leaves of absence in excess of ninety (90) days must be approved by the Board of County Commissioners. No leave will be granted to an employee to accept employment in any other capacity. Request of the day or days selected shall be made to the County at least seven (7) days in advance, except in the case of an emergency or the County waives said requirement.

### 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. 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. **Inclement Weather.**

When an employee is excused by their supervisor from reporting to work because of inclement weather, the employee will have the option of either making up the missed time with the approval of the supervisor (provided there is no overtime obligation to the County), or using vacation, compensatory time, or leave without pay.

## 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 coverage. Employees will become eligible on the first day of the month following the benefit-waiting period described in Section 10. 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, 2019, 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 2018 County contribution.

Effective January 1, 2020, 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 2019 County contribution.

Effective January 1, 2021, 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 2020 County contribution.

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

Medical Insurance Opt-Out: Employees who provide proof of other medical coverage and who opt out of medical coverage 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 qualifying status change subject to carrier rules.

The County and the Union will make an assertive effort to make plan design changes through the Benefits Review Committee as may be needed to keep the total annual renewal increase at or below eight percent (8%) each year or less.

## **2. Flexible Benefits.**

The County agrees to provide a Clackamas County "Full" Flexible Benefit program to employees who are working in a position regularly scheduled for 30 hours or more per week. Bargaining unit employees agree to cooperate fully with the Benefits and Wellness Division regarding participation and administration of the program.

## **3. Life Insurance.**

The County agrees to provide life insurance coverage to full-time employees, effective on the first day of the month following the benefit waiting period described in Section 10. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Section 11.

The County agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

## **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, effective on the first day of the month following the benefit waiting period described in Section 10. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 11.

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 qualifying status change subject to carrier rules.

**5. Disability Income Insurance.**

The County agrees to provide non-duty disability insurance coverage to full-time employees, effective on the first day of the month following the benefit waiting period described in Section 10. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 11.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 60 percent of up to \$3,333 in monthly salary after an elimination period of the first 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. 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.

**8. Benefits for Regular Part-Time Employees.**

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.

**9. Job Share.**

(a) "Job sharing position" means a full-time position that may be held by two individuals on a shared time basis whereby the individuals holding the position work less than full time.

(b) Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. The Appointing Authority shall determine if job sharing is appropriate for a specific position. Determination of job sharing in a new position is the exclusive right of the Appointing Authority.

(c) Job sharing employees shall accrue vacation leave and sick leave on a prorated share of the normal accrual rate for a full-time position.

(d) Job sharing employees shall be entitled to share the benefit dollars associated with one full-time position. Job share employees must work a minimum of 18.75 hours per week (half-time) to be eligible for medical, dental and life insurance.

The employer contribution for each job share employee shall be equivalent to one-half of the amount for medical, dental, and life insurance coverage as stated in Sections 1, 3, and 4 of this Article. Medical and dental insurance employer contribution shall be provided for the employee only. The life insurance benefit shall be equivalent to one-half the face value of the life insurance provided to a full

time employee. Each job share employee has the right to obtain medical, dental and life insurance for their eligible dependents by paying the difference of the employer contribution and the applicable premium through payroll deduction. The County shall allow payroll deductions on a before tax basis for medical and dental insurance only. Job share employees shall receive holiday pay prorated based on the full time equivalency status. Job share employees shall receive sick and vacation accruals on a prorated basis with regard to the hours worked per month; subject to waiting periods defined in Article 6 and Article 7.

(e) For purposes of layoff, individuals filling a job share position which totals a full-time equivalent shall be considered as one full-time equivalent. Service credits shall be determined by averaging the two individual scores and the two individuals treated as one.

(f) If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis.

#### **10. *Benefit Waiting Period.***

Benefits shall become effective on the first day of the calendar month following two (2) full calendar months of continuous employment. Two (2) full calendar months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

#### **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.

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 the provisions of this Article 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. The Committee shall meet at least quarterly, or more frequently as required. 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 120 days prior to the beginning of the following 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.

**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 or required of the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

**13. *Health Reimbursement Account (HRA)***

The County shall provide each employee covered by this agreement who participate in the County's medical plans the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating 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 of 250 hours 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.

Participating employees who are enrolled in the HRA/VEBA plan as of December 31 of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period of January each year.

**14. *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 he or she chooses to opt out of the program or change the rate of contribution. New employees include newly hired employees, rehired employees and employees changing employment status from temporary to regular. This provision will become effective no later than 60 days following the final approval of this agreement by both parties.

## ARTICLE 10 - WAGES

### 1. **Wages.**

(a) After ratification by both parties, employees shall receive a 2.8% 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, 2018. 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, 2019, 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, 2020, 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 does not agree that the rate is proper, the Association shall have the right to submit the issue to a Classification/Compensation Review Panel (CCRP) as provided in Article 25.

(c) Whenever an employee is assigned in writing by their supervisor the duties of a higher paid classification for more than ten (10) consecutive working days, the employee shall be placed in a Temporary Out of Classification (TOC) assignment via a Personnel Action Form and be paid for all hours an additional 5% of base hourly rate or at the beginning of the range of the higher paid classification, whichever is higher.

For employees assigned duties of a higher paid classification that is sporadic in nature (two or more hours) or includes non-consecutive working days, the employee shall be paid for those hours an additional 5% of 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 department director.

In no case shall the TOC 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 10% increase over the employee's current base hourly rate while performing such duties.

(e) 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.

(f) Prior to July 1, 2013, if an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, the employee shall receive a merit increase on each of the employee's anniversary dates until the employee has reached the top of the range.

Effective July 1, 2013, if an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, the employee shall receive a merit increase of 3.5% on each of the employee's anniversary dates until the employee has reached the top of the range.

(g) Effective July 1, 2013, salary grades will no longer identify steps/pay rates. 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). Employee's classifications, salary grades, and pay rates will not change.

## **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, Work Hours.

(b) Alternative Schedule:

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

(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, 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 40 hours.

Employees in the classification of Dentist, Psychiatrist and Public Health Physician 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.**

An employee shall be paid at the current County Travel Policy rate per mile for reimbursement of personal auto expense where required in an employee's regular work.

**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.**

Beginning October 1, 1984, 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 status County service in the following amounts based upon accumulation of the established time employed in a paid status.

<u>Years</u>	<u>Percent</u>
5	1.0
10	1.5
15	2.0
20	2.5
25	3.5
30	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates shall be service unbroken by separation from County employment that results in a new date of hire. The effective hire date, as of 7-1-92, will not be modified for breaks in service except for those occurring after that date.

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:

$$\begin{array}{l} \frac{\text{Yearly salary assigned to full-time position}}{\text{Number of hours normally worked yearly in position}} = \text{dollars per hour} \\ 37.5 \text{ hours per week} = \frac{\text{Yearly salary}}{1950 \text{ hours per year}} = \text{dollars per hour} \\ \text{Continuous operations} = \frac{\text{Yearly salary}}{2080 \text{ hours per year}} = \text{dollars per hour} \end{array}$$

**7. Shift Differential.**

Employees who work the majority of their regular scheduled work hours after 4:00 p.m. shall receive a shift differential of \$.75 per hour for all hours worked during their shift. Employees, except Community Corrections Officers, who work the majority of their regular scheduled work hours after 11:00 p.m. shall receive a shift differential of \$1.00 per hour for all hours worked during their shift. 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. 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, except Community Corrections Officers, 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. An on-call shift shall consist of the same amount of hours in the employee’s regular work day during non-work hours.

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.

**9. Call Back Pay.**

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 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, Section 8.

**10. Bilingual Skills Pay.**

A. When an employee is required 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 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 or "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 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 up to the nearest hour, for performing bilingual duties.

**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 \$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**

Clackamas County is required by Oregon Administrative Rule (OAR) to provide 24-hour Mobile Crisis Services to the residents of Clackamas County. OAR 309-019-0100 defines Mobile Crisis Services as: “mental health services for individuals in crisis provided by mental health practitioners who respond to behavioral health crises onsite at the location in the community where the crisis arises and who provide a face-to-face therapeutic response” with the goal of avoiding “unnecessary hospitalization, inpatient psychiatric treatment, involuntary commitment, and arrest or incarceration. OAR 309-019-0151 and 309-019-0152 outline response time, service provision, and reporting requirements. Mobile Crisis Services may be provided by a QMHP [Qualified Mental Health Professional as defined in OAR 309-019-0125 (9)] or a QMHA [Qualified Mental Health Associate as defined in OAR 309-019-0125 (8)] under the supervision of a Qualified Mental Health Professional.

The provisions of this Section apply to on-call status and work performed while on-call after the employee’s regular workday shift ends, including holidays and weekends. It is acknowledged that this is in addition to their regular workday's responsibilities and employees designated on an on-call shift are required to answer any calls/pages. It is recognized that the County may contract with other than County employees for any such shifts.

Qualified Behavioral Health Division employees may volunteer for these shifts. The Mental Health Program Manager will choose the most qualified clinicians from the volunteer pool. Assignments from the volunteer pool will be based on the Manager’s discretion, not on seniority. It is recognized that management has the right to assign on-call duties to qualified Behavioral Health Division staff.

### **A. SHIFTS:**

1. THE WEEKDAY SHIFT begins at 6:30 p.m. Sunday through Thursday and ends at 8:30 a.m. of the following day.
2. THE WEEKEND FRIDAY shift begins on Friday at 6:30 p.m. and ends at 6:30 p.m. on Saturday.
3. THE WEEKEND SATURDAY shift begins on Saturday at 6:30 p.m. and ends at 6:30 p.m. on Sunday.

Employees may split this weekend shift among themselves with the approval of their supervisor, provided that the total cost of the weekend shift cannot exceed what it would cost for one employee to take the shift.

4. A HOLIDAY SHIFT will begin 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. For the purpose of After-Hours Mobile Crisis coverage, the following shall be considered Holiday shifts:

- New Year's Day (the shift beginning at 6:30 pm on December 31<sup>st</sup>)
- Martin Luther King's birthday (the shift beginning at 6:30 pm on the third Sunday of January)
- President's Day (the shift beginning at 6:30 pm on the third Sunday in February)
- Memorial Day (the shift beginning at 6:30 pm on the last Sunday in May)
- Independence Day (the shift beginning at 6:30 pm on July 3<sup>rd</sup>)
- Labor Day (the shift beginning at 6:30 pm on the first Sunday in September)
- Veteran's Day (the shift beginning at 6:30 pm on November 10<sup>th</sup>)
- Thanksgiving Day (the shift beginning at 6:30 pm on the fourth Wednesday in November)
- Christmas Day (the shift beginning at 6:30 pm on December 24<sup>th</sup>)

5. A HOLIDAY CLOSING SHIFT begins at 6:30 pm the evening of any holiday recognized in Article 5 and ends at 8:30 am the following day, whether or not that day is the employee's observed Holiday. For the purpose of After-Hours Mobile Crisis coverage, the following shall be considered Holiday closing shifts:

- New Year's Day (the shift beginning at 6:30 pm on January 1<sup>st</sup>)
- Martin Luther King's birthday (the shift beginning at 6:30 pm on the third Monday of January)
- President's Day (the shift beginning at 6:30 pm on the third Monday in February)
- Memorial Day (the shift beginning at 6:30 pm on the last Monday in May)
- Independence Day (the shift beginning at 6:30 pm on July 4<sup>th</sup>)
- Labor Day (the shift beginning at 6:30 pm on the first Monday in September)
- Veteran's Day (the shift beginning at 6:30 pm on November 11<sup>th</sup>)
- Thanksgiving Day (the shift beginning at 6:30 pm on the fourth Thursday in November)
- Christmas Day (the shift beginning at 6:30 pm on December 25<sup>th</sup>)

B. COMPENSATION: After Hours assignments will be paid as follows:

1. Weekday Shift: Three (3) 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 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 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 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. 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, whichever is higher.
6. Mileage will be paid at the current County Travel Policy rate per mile for reimbursement of personal auto expense where required in an employee's regular work.

Time spent carrying a phone/pager and/or laptop when not actually responding to a call shall be considered on-call time, and shall not be considered time worked. Time spent responding to client emergencies, whether on the phone or while providing mobile crisis response, and travel time to such sites shall be considered time worked. Employees whose regular shifts overlap with their on-call shift will be paid as a regular employee until their regular shift ends in the evening, or when their shift begins in the morning. After-hours mobile crisis staff may elect to forgo mileage reimbursement and drive a county car to the site of the mobile crisis response but must be able to retrieve the county car and respond to the crisis within the response time requirement.

**C. RESPONSE TIME REQUIREMENTS:**

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 statute, 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**

The provisions in this Section apply to those employees assigned to the School-Based Health Centers (SBHC). Employees assigned to SBHCs work during the school year (generally expected to occur from late August through mid-June).

- (a) Employees will be salaried and paid biweekly over an interval of 52 weeks from August through July.



- (b) The biweekly salary shall be based on the employee's classification, salary grade and step as of August 1 of each year, calculated at 80% of the regular annual salary for a full-time position equivalent, divided by 26 pay periods.
- (c) Employees assigned to SBHCs will be eligible for overtime for hours worked greater than 40 in a workweek.
- (d) Any cost-of-living adjustment shall be applied at the beginning of the school year (August) except that no cost-of-living adjustment shall be applied retroactively.
- (e) Employees will be considered full-time employees working more than 30 hours per week for the purpose of receiving employee benefits in accordance with Article 9 – Health and Welfare of the Agreement, during the same 52-week interval noted in Paragraph 1.
- (f) 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. Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and county requirements for submitting timesheets and working outside their normal schedule.
- (g) Employees will report two days 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 for school administrators, teachers or other personnel, even if students are not present.
- (h) Employees assigned to the Oregon Trail and Oregon City school districts will not be expected to report to work when the school is closed for holidays, winter or spring break, or during the summer recess. Management 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, such as sport physicals and school registration. This work will be paid at the affected employee's base straight time rate (80% of the regular annual salary for a full-time position) plus twenty percent (20%).
- (i) Employees assigned to the North Clackamas school district will not be expected to report to work when the school is closed for holidays and during winter or spring break; however, these employees will be expected to work two-days per week during the summer recess. Regularly scheduled work during the summer recess will be paid at the affected employee's base straight time rate (80% of the regular annual salary for a full-time position) plus twenty percent (20%). Management has the right to assign up to 40 hours of additional work during each summer recess, with thirty (30) calendar days' advance notice, to support school functions, such as sport physicals and school registration. This work will be paid at the affected employee's base straight time rate (80% of the regular annual salary for a full-time position) plus twenty percent (20%).
- (j) Employees will not receive additional pay for holidays. 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, or take leave without pay if they are unable to arrange for transportation to the assigned Center. The County will provide each

SBHC employee with a general orientation of their assigned County Health Center's electronic medical records system and other related protocols.

(k) 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 at the affected employee's base straight time rate (80% of the regular annual salary for a full-time position) plus twenty percent (20%).

(l) Employees will accrue unlimited sick leave at the rate of six and four-tenths (6.4) hours per month. Employee will not accrue vacation leave or floating holidays nor be entitled to any other paid leave. Employees will not be allowed any vacation time other than what is part of the school schedule.

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

(n) If an employee resigns, retires, or is dismissed before receiving the entire number of biweekly payments described in Section a and Section b, the County shall pay in one lump sum at the time of separation all earned but unpaid salary. Earned but unpaid salary is calculated at 20% of the regular annual salary for a full-time position divided by 52 weeks times the percentage of weeks worked by the employee during the school year. County-paid benefits as described in Section e will end on the last day of the month in which the employee receives their final paycheck.

**EXAMPLE:** During the school year, the employee will be working 40 hours per week and being paid for 32 hours (80% of the work week). The remaining 8 hours of pay (20% of the work week) is banked as earned but unpaid salary.

Assume an employee with a regular annual salary of \$60,000 resigns after 20 weeks, has earned \$23,076.92 ( $\$60,000 / 52 \text{ Weeks} \times 20 \text{ Weeks Worked}$ ), but has only been paid \$18,461.54 ( $\$60,000 / 52 \text{ Weeks} \times 20 \text{ Weeks Worked} \times 80\%$ ). The earned but unpaid salary is \$4,615.38 ( $\$60,000 / 52 \text{ Weeks} \times 20 \text{ Weeks Worked} \times 20\%$ ). The earned but unpaid salary will be paid in a lump sum at the employee's request or will be paid biweekly at the employee's regular biweekly salary until the balance owed is zero.

### **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.

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. 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 not 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 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.

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.**

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 department head or designee within ten (10) working days of its occurrence. The department head or designee, an Association representative, and the employee, shall meet within 7 (seven) 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 Board of County Commissioners, or its designee(s) within seven (7) working days after the response of the department head is due. The Board of County Commissioners or its designee(s), an Association representative, and the employee, shall meet within 7 (seven) working days of the appeal to Step 2 to discuss the grievance. If the grievance remains unresolved, the Board of County Commissioners or its 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 Board of County Commissioners 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 agreement.

- c. The grievance shall be submitted on the Official Grievance Form as contained in Appendix A. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance.
- d. When the Board of County Commissioners has denied a grievance and arbitration is requested, the parties must, within one year of the date the Board of County Commissioners 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 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 Process.**

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 State Workers' Compensation Act for injuries and illnesses as defined in the Act. Both parties agree to the principle that the employee shall suffer no financial disadvantage, nor shall the employee have a financial advantage by being in disability status.

2. The County shall compensate the employee from the County's Risk Management Claims Fund for on-the-job injuries 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 and would have continued to receive had there been no injury. This wage continuation provision is subject to the following conditions:

- (a) The day of injury shall be considered a work day, and the employee will receive their normal salary for that day.
- (b) In most instances, the waiting period, as described in ORS 656.210, will be charged to sick leave unless total temporary disability exceeds 14 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, regulation or provider contract.

## **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) 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. 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**

### **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. 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 work of the employees.

**3. 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. The Negotiating Committee shall consist of four members and a Chief Negotiator. All negotiation meetings with the Board of County Commissioners or its representatives shall be held during working hours, on the County's premises without loss of pay.

**4. 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.

**5. 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 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.

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. 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 employee's work duties. 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.

## **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 two members and one alternate representing the Association and two representatives and one alternate representing the County.



**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 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 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, discussions and/or 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 employee personnel file. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee 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 insure that the supervisors administer performance evaluations to all of their immediate subordinates within one month of each employee's anniversary date.

**ARTICLE 20 – TRANSFERS**

**1. Housing Authority:**

Any Housing Authority employee that transfers 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 transfer employees within their department without the employees' consent, but must give the employees ten (10) working days' notice of this action.

**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 30 days of the initial request. If the Department does not forward the request within 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 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 75% of the time for a period of six months or more, the incumbent employee shall be reclassified to the higher classification. When reclassified to a higher classification, employees 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.

The eligibility for salary increases changes 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 the employee has been working out-of-class for a period of 6 months or more and not paid temporary out-of-class pay (TOC), the determination and reclassification shall justify retroactive TOC pay for six (6) months. If an employee is reclassified and has not been in a TOC status during the reclassification study, the employee shall serve a six (6) month probationary period beginning on the effective date of reclassification. Employees who are reclassified and have been in a TOC status for six (6) months prior to reclassification shall not serve a probationary period. In cases of reclassification where an employee had been in a TOC status during the reclassification study and whose base rate was at the maximum of their classification's salary grade (topped out), the employee shall receive retroactive TOC adjustments (increases). Such an employee's reclassification increase can be higher than the standard amount (approximately 5%). These TOC adjustments will follow these criteria:

- awarded on the employee's base merit month,
- increases of 5% increments,
- TOC rate will not exceed maximum rate of higher classification's salary grade,
- No TOC adjustment within the first six (6) months of TOC status.

If there are special circumstances that affect completion of a reclassification, the Director of Human Resources may authorize retroactive (TOC) pay which exceeds 6 months and is not limited to the current fiscal year.

Under special circumstances, with the approval of the Department Director, the Director of Human Resources may adjust the effective date of reclassification and may waive all or part of the probationary period.

If an employee disagrees with the a Position Classification Recommendation, the employee may appeal such disagreement as described in Article 25.

## ARTICLE 22 - LAYOFF AND RECALL

### **1. Reason for Layoff / Layoff Order.**

In case of a reduction in force, or the elimination of a function, employees shall 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 Association president shall be given in writing a minimum of 14 calendar days' notice of layoff. Those employees who wish to participate in the bumping process must notify the County in writing by 5:00 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 displacement 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:

- (1) 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.
- (2) A current seniority list will be provided to the Association president at time of action for all affected classes by the Human Resources Department.
- (3) 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.
- (4) The list of positions so identified will be submitted to the department and forwarded to the Human Resources Department for bumping consideration. If the Human Resources

Department and the department finds 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.

- (5) If the department believes 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.
- (6) If an employee bumps into a classification with a lower salary range, the employee's salary will remain the same if it falls within the lower range. If the employee's salary exceeds the top of the lower range the employee will be placed at the top step of the lower range.

#### **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 ten (10) working days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after fifteen (15) working 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.

(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 report within ten (10) working days 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. Rules.**

The County agrees to furnish each employee in the bargaining unit with a copy of the contract. New employees shall be provided a copy of the contract at the time of new hire orientation.

Employees shall comply with all existing rules 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.

**3. Car as Condition of Employment.**

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

**4. 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.

**5. Limited-Term Appointments.**

Limited-term appointments shall not exceed one consecutive two 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 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.**

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

2. "Collective bargaining matters" means any of the following:

- (a) official Association announcements to the Association membership (such as meeting subjects, dates and times);
- (b) the meaning, interpretation or application of this Agreement;
- (c) the presentation and adjustment of grievances to management under Article 12 of this Agreement;
- (d) matters directly related to the collective bargaining relationship between the County and the Association.

3. Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:
- (a) to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
  - (b) to ask a question regarding the meaning, interpretation, or application of this Agreement;
  - (c) to present a grievance regarding the meaning, interpretation or application of this Agreement;
  - (d) to request Association representation in matters concerning the meaning, application or interpretation of this Agreement.
4. 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.
5. 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 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 eight (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.

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 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 23(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 - 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 decisions; 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 25 - CLASSIFICATION/COMPENSATION REVIEW PANEL**

The Classification/Compensation Review Panel (CCRP) shall be made up of three members. One member shall be selected by the Employees Association, one member shall be selected by the Human Resources Director, and the third 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(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 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 Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Board of County Commissioners. The 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 24 - TERMINATION**

1. This Agreement shall become effective July 1, 2018 or upon execution, whichever occurs later, except as otherwise agreed, and shall remain in full force and effect through June 30, 2021, or the date of signing a subsequent Agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2021, and each year thereafter unless either party shall notify the other in writing no later than January 1<sup>st</sup> 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 1<sup>st</sup>. In the event that notification of termination is given, it shall become effective thirty (30) days after the date of notice is received.

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

IN WITNESS WHEREOF, the parties hereto have set their hands

this \_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE ASSOCIATION:

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Bob Escudero, President

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Kevin Keaney, Chief Negotiator

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Karen Hedden, Negotiating Team Member

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Johanna Johnson, Negotiating Team Member

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Maria Magallon, Negotiating Team Member

FOR THE COUNTY:

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Chair, Board of County Commissioners

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Eric Sarha, Chief Negotiator

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Deborah Cockrell, Negotiating Team Member

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Brian Imdieke, Negotiating Team Member

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Vicky Anderson, Negotiating Team Member

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Krista Weatherford, Negotiating Team Member

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Gary Schmidt, Negotiating Team Member

## 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				
Step 4				
Step 5				

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.

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For Employees Association

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For Clackamas County



Evelyn Minor-Lawrence  
Director

DEPARTMENT OF HUMAN RESOURCES

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

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the  
Clackamas County Employees' Association – Housing Authority (CCEA-HA)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$ 439,071.31
<b>Funding Source</b>	General Fund
<b>Duration</b>	July 1, 2018 – June 30, 2021
<b>Previous Board Action</b>	February 7, 2019 – Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Eric Sarha, HR Deputy Director 503-655-8292
<b>Contract No.</b>	N/A

#### 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.

The significant wage and other economic changes are outlined below:

#### Cost of Living Adjustment (COLA)

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

- For fiscal year 2018-19, 2.8%. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2018 to the first full pay period after the effective date of ratification.
- For fiscal year 2019-20, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2019. *For fiscal year 2019-20 (year 2) the Index has published a 3.5% cost of living increase and has been factored into the fiscal impact.*

- For fiscal year 2020-21, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2020. *Projected 3.0% cost of living increase for year three has been assumed and factored into the fiscal impact.*

### **Other Wage Increases**

- 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.
- Association Rights (new cap to County paid time): 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. An Association representative or CCEA officer may use up to eighty (80) hours of County paid time per calendar year. (\$3,915.23/yr.)
- Uniforms: Increased annual work clothing reimbursement from \$200.00 to \$250.00 for Maintenance employees. (\$550.00/yr.)

### **RECOMMENDATION:**

Staff recommends the Board approve the attached contracts for the Clackamas County Employees' Association.

Respectfully submitted,

Evelyn Minor Lawrence, HR Director

**2018-2021**  
**AGREEMENT BETWEEN**



**and**

**CLACKAMAS COUNTY**  
**EMPLOYEES' ASSOCIATION**

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2018-2021 A G R E E M E N T

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, 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 PECBA.

### **ARTICLE 3 - MERIT SYSTEM**

#### **1. *Probationary Period.***

All employees covered by this Agreement shall serve a probationary period of one 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) Prior to July 1, 2013 employees who are in ranges with multiple steps, who have successfully completed a full six months of employment and receive a satisfactory or better performance evaluation shall receive an increase to the next step, which most closely approximates a five percent (5%) increase, 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.

After July 1, 2013, employees who have successfully completed a full six months of employment and receive a satisfactory or better performance evaluation shall receive an increase of 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) Prior to July 1, 2013, employees shall be eligible for subsequent merit increases annually on the employee's merit anniversary date until the employee has reached the top of the salary range. If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation within two (2) months of their annual evaluation date, the employee shall receive a merit increase to the next step, retroactive to the employee's merit date.

After July 1, 2013, employees shall be eligible for subsequent merit increases of 3.5% annually on the employee's merit anniversary date until the employee has reached the top of the salary range. If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation within two (2) months of their annual evaluation date, the employee shall receive a merit increase to the next step, retroactive to the employee's merit date.

- (c) Effective July 1, 2013, salary grades will no longer identify steps/pay rates. 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.

## **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 grant 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.

#### 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 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 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.

Examples include and are not limited to:

- One week of five (5) eight (8) hour days, one week of four (4) ten (10) hour days.
- Four (4) consecutive days of nine (9) hours each, followed by one day of four (4) hours (40-hour work week).
- Four (4) consecutive days of ten (10) hours each, followed by three (3) consecutive days off, followed by one (1) day of ten (10) hours, one (1) day of

nine (9) hours, one (1) day of eight (8) hours, one (1) day of seven (7) hours and one (1) day of six (6) hours, followed by two (2) consecutive days off (80-hour work period).

- Four (4) consecutive days of ten (10) hours each, followed by three (3) consecutive days off, followed by two (2) days of eight (8) hours each, one (1) day of nine (9) hours and one (1) day of ten (10) hours, followed by three (3) consecutive days off (75-hour work period).
- Four (4) consecutive days of nine (9) hours each, followed by three (3) consecutive days off, followed by five (5) consecutive days totaling thirty-nine (39) hours, followed by two (2) consecutive days off (a modification of the 9-75 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

### **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 to meet workload demands. Employees may also request to flex their daily work hours for personal reasons. The purpose of this flexibility is to allow employees, with the prior approval of management, the ability to adjust hours of a work shift. Such 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 agreements 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 daily 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.

**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.

## **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)
- 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 day designated by the Board of Housing Authority Commissioners as a holiday.

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 shall be granted to each employee each calendar year. However, if not used by December 31, the holiday will be lost. New employees, who qualify for paid holidays, are eligible for a floating holiday after 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 90 day requirement.

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 in 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 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 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 second or 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 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 physician'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 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 may use accrued vacation leave to cover such time off provided, however, the Executive Director may deny such request in specific circumstances where an employee has reoccurring short term absences beyond their accrual. At the option of the employee on approved FMLA/OFLA, 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. 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 Section A below:

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.

B. 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 40 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 31<sup>st</sup> 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.

C. Employees in a paid status 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 90 days in advance will be posted by the requesting employee in a place designated by the department for 10 calendar days before they are approved. Other employees may submit requests for vacation during that same time frame during the 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 his 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 without pay for a period, not to exceed ninety (90) days, may be granted for any reasonable purpose, consistent with the needs of the Authority, and such leaves may be renewed or extended for any reasonable period. A leave of absence in excess of ninety (90) days must be approved by the Board of Commissioners. No leave will be granted to an employee to accept other employment. Seniority and 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 for at least eleven working days. Benefits will not be paid by the Authority during such leave except when the employee is in paid status for at least eleven working days.

**2. Jury Duty.**

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, 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. Inclement Weather.**

When an employee is excused by their supervisor from reporting to work because of inclement weather, the employee will have the option of either making up the missed time with the approval of the supervisor (provided there is no overtime obligation to the Authority), or using vacation, compensatory time, or leave without pay.

**5. Military Leave.**

Employees will be allowed two (2) calendar weeks leave of absence when required to fulfill

military obligations in accordance with the Employment Policy and Practice on Military Leave.

**6. Parental Leave.**

Parental leave will be granted in accordance with the Employment Policy and Practice on Parental Leave.

**7. Maternity Leave.**

Maternity leave shall be granted in accordance with the Employment Policy and Practice on Maternity Leave.

**8. Compassionate 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 compassionate leave, stepparents, stepchildren and the children of domestic partners, are included whether or not they live with the employee. The use of compassionate 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 compassionate leave to attend the funeral or memorial services for a current Housing Authority or Clackamas County employee or retiree.

Compassionate leave may be requested in other appropriate circumstances. A request to use compassionate 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 the Employment Policy and Practice on Family/Medical Leave.

**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, effective on the first day of the month following the benefit-waiting period described in Section 11. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 12.

Effective January 1, 2019, 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 2018 Authority contribution.

Effective January 1, 2020, 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 2019 Authority contribution.

Effective January 1, 2021, 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 2020 Authority contribution.

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

**Medical Insurance Opt-Out:** Employees who provide proof of other medical coverage and who opt out of medical coverage provided by the Authority 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 qualifying status change subject to carrier rules.

The Authority and the Association will make an assertive effort to make plan design changes through the Benefits Review Committee as may be needed to keep the total annual renewal increase at or below eight percent (8.0%) each year.

### **2. Flexible Benefits.**

The Authority agrees to provide a Clackamas County Full Flexible Benefit program to employees who are working in a position regularly scheduled for thirty (30) hours or more per week. Bargaining unit employees agree to cooperate fully with the County's Benefits and Wellness Division regarding participation and administration of the program.

### **3. Life Insurance.**

The Authority agrees to provide life insurance coverage to fulltime employees, effective on the first day of the month following the benefit-waiting period described in Section 11. The

design of the life insurance plan shall be determined by the Benefits Review Committee as described in Section 12.

The Authority agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

#### **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 11. The design of the dental plans and eligibility of family members 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 status change subject to carrier rules.

#### **5. *Disability Income Insurance.***

The Authority agrees to provide non-duty disability insurance coverage to fulltime employees, effective on the first day of the month following the benefit waiting period described in Section 11. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 12.

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.***

All Authority employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries and illnesses as defined in the Act. Both parties agree to the principle that the employee shall suffer no financial disadvantage, nor shall the employee have a financial advantage by being in disability status. The Authority shall compensate the employee from the compensation carrier for on-the-job injuries where the claim has been accepted in an amount to ensure the injured employee one hundred percent (100%) of the employee's normal monthly take-home pay, for up to six (6) full months, subject to the following conditions:

- (a) The day of injury shall be considered a work day and the employee shall receive their normal salary for that day.
- (b) In most instances, the waiting period, as described in ORS 656.210, will be charged to sick leave unless total temporary disability exceeds 14 consecutive days. Then, Workers' Compensation covers from the first day.

**8. 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.

**9. Benefits for Regular Part-Time Employees.**

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.

**10. 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.

**11. Benefit Waiting Period.**

Benefits shall become effective on the first day of the calendar month following two (2) months of continuous employment. Two (2) full calendar months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

**12. 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.

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 the provisions of this Article 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. The Committee shall meet at least quarterly, or more frequently as

required. 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 120 days prior to the beginning of the following 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.

**13. Job Share.**

- (a) "Job sharing position" means a full-time position that may be held by two individuals on a shared time basis whereby the individuals holding the position work less than full time.
- (b) Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Executive Director to be considered for job share positions. The Executive Director shall determine if job sharing is appropriate for a specific position. Determination of job sharing in a new position is the exclusive right of the Executive Director.
- (c) Job sharing employees shall accrue vacation leave and sick leave on a prorated share of the normal accrual rate for a full-time position.
- (d) Job sharing employees shall be entitled to share the benefit dollars associated with one full-time position. Job share employees must work a minimum of 18.75 hours per week (half-time) to be eligible for medical, dental and life insurance.

The employer contribution for each job share employee shall be equivalent to one-half of the amount for medical, dental, and life insurance coverage stated in Sections 1, 3, and 4 of this Article. Medical and dental insurance employer contribution shall be provided for the employee only. The life insurance benefit shall be equivalent to one-half the face value of the life insurance provided to a full time employee. Each job share employee has the right to obtain medical, dental and life insurance for their eligible dependents by paying the difference of the employer contribution and the applicable premium through payroll deduction. The Housing Authority shall allow payroll deductions on a before tax basis for medical and dental insurance only. Job share employees shall

receive holiday pay prorated based on the full time equivalency status. Job share employees shall receive sick and vacation accruals on a prorated basis with regard to the hours worked per month; subject to the appropriate waiting periods defined in current Employee Policy and Practice.

- (e) For purposes of layoff, individuals filling a job share position which totals a full-time equivalent shall be considered as one full-time equivalent. Seniority for layoff order and bumping as one position shall be determined by averaging the two individual seniority dates and the two individuals treated as one.
- (f) If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Executive Director has the right to determine if job sharing is still appropriate for the position. If the Executive Director determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis.

#### **14. *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, or required of the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

#### **15. *Health Reimbursement Account***

The Authority shall provide each employee covered by this agreement the opportunity to enroll in a health reimbursement account (HRA).

The Authority shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating 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 of 250 hours 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.

Participating employees who are enrolled in the HRA/VEBA plan as of December 31 of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period of January each year.

#### **16. *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. New employees include newly hired employees, rehired employees, and employees changing employment status from temporary to regular. This provision will become effective no later than 60 days following the final approval of this agreement by both parties.

## **ARTICLE 10 - WAGES**

### **1. *Wages and Classification Schedule.***

- (a) After ratification by both parties, employees shall receive a 2.8% 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, 2018. 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, 2019, 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, 2020, 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 position 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 rate for the position and notify the Association. In the event the Association does not agree that the rate is proper, the Association shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure.
- (c) Whenever an administrative employee is assigned in writing by their supervisor the duties of a higher paid classification for more than ten (10) consecutive working days, or for more than a total of twenty (20) working days within a calendar year, the employee shall be paid for such work an additional 5% of the base hourly rate added to the employee's regular salary or at the beginning of the range of the higher paid classification, whichever is higher.

For employees assigned duties of a higher paid classification that is sporadic in nature (two or more hours) or includes non-consecutive working days, the employee shall be paid for those hours an additional 5% of 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.

For maintenance employees, any work assigned by their supervisor done at a higher classification shall result in the employee being paid for such work an additional 5% of the base hourly rate added to the employee's regular salary or at the beginning of the range of the higher paid classification, whichever is higher, for the entire period they perform the approved higher level work.

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

- (d) Effective July 1, 2013, salary grades will no longer identify steps/pay rates. 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 3.

- a) Daily overtime is equal to 7.5 for a thirty-seven (37.5) work week, 8 for a five (5) day forty (40) work week, or ten (10) (for a four (4) day work week) hours.
- b) All authorized work performed in excess of thirty-seven and one-half (37-1/2) hours or forty (40) in any work week based on the employees regular or alternative schedule as defined in Article 4, Section 3.
- c) Employees who are on a flexible schedule as defined in Article, 4 Section 3 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.**

Beginning July 1, 1997, 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 status Authority/County service in the following amounts based upon accumulation of the established time employed in a paid status.

<u>Years</u>	<u>Percent</u>
5-9	1.0
10-14	1.5
15-19	2.0
20-24	2.5
25-29	3.5
30 +	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates shall be service unbroken by separation from Authority/County employment that results in a new date of hire. The effective hire date, as of 7/1/97, will not be modified for breaks in service except for those occurring after that date.

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.***

When an employee is required 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 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 or "Certification of Bilingual Requirement" Form.

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.

When 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 up to the nearest hour, for performing bilingual duties.

#### **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.**

1. 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, 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 Board of the Housing Authority or its designee(s) within ten (10) working days after the response of the H3S Director is due. The Board of the Housing Authority or its designee(s), 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 Board of Housing Authority or its designee(s) 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 Board of Housing Authority 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.

2. "Working days" for the purposes of this Article shall be defined as Monday through Thursday excluding holidays recognized and observed by the Board of the Housing Authority.
3. Steps 1 and 2 may be skipped by mutual agreement.
4. The grievance must be submitted on the official Grievance Form as contained in the Appendix A. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance.
5. When the Board of the Housing Authority has denied a grievance and arbitration is requested, the parties must, within one year of the date the Board of the Housing Authority 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.
6. The time limits as described herein may be waived by mutual agreement of the parties. This includes paragraph 5 above.
7. 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.
8. 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.

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. 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) 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. Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of Authority 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 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.

#### **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 work of the employees.

**3. 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. The Housing Authority and County shall provide release time for three (3) members to attend negotiation sessions as members of the Negotiating Committee. One of the three (3) members may be an employee of the regular CCEA bargaining unit. The Association may also appoint an alternate to attend negotiation sessions on release time if one of the other Negotiation committee members is unable to attend one or more negotiation session(s).

**4. 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.

**5. 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 reasonable assistance with a grievance or dispute pursuant to Article 11 of the collective bargaining agreement.

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 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 participating in Union Presidents Meeting with Authority/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 Authority paid time and not count toward the forty (40) hours of Authority paid time described in this provision.

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. 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 employee's work duties. 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 paid Authority 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.

## **ARTICLE 15 - LAYOFF AND RECALL**

### **1. Reason for Layoff / Layoff Order.**

In case of a reduction in force, or the elimination of a function, employees shall 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 Association president shall be given in writing a minimum of 10 working days notice of layoff. Those employees who wish to participate in the bumping process must notify the Authority in writing by 4:00 p.m. of the 5th working 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 displacement rights.

## **3. *Layoff and Bumping Process.***

If an employee elects to participate in the bumping process, then the employee has five (5) working 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:

- (1) 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.
- (2) A current seniority list will be provided to the Association president at time of action for all affected classes by the Authority.
- (3) The employee would, through consultation with the supervisor, identify those positions that the employee believes the employee is qualified to perform.
- (4) The list of positions so identified will be submitted to the department for bumping consideration. If the Authority finds 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.
- (5) If the Authority believes 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.
- (6) If an employee bumps into a classification with a lower salary range, the

employee's salary will remain the same if it falls within the lower range. If the employee's salary exceeds the top of the lower range the employee will be placed at the top step of the lower range.

#### **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 ten (10) working days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after fifteen (15) working 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.
- (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 report within ten (10) working days 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) and Article 20).

**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 30 days of the initial request. If the Housing Authority does not forward the request within 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 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 for a period of six months, and meets the requirements of the classification, the incumbent employee shall be reclassified to the higher classification. When reclassified to a higher classification, employees 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.

The eligibility for salary increases changes 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 the employee has been working out-of-class for a period of 6 months or more and not paid temporary out-of-class pay (TOC), the determination and reclassification shall justify retroactive TOC pay for six (6) months. If an employee is reclassified and has not been in a TOC status during the reclassification study, the employee shall serve a six (6) month probationary period beginning on the effective date of reclassification. Employees who are reclassified and have been in a TOC status for six (6) months prior to reclassification shall not serve a probationary period. In cases of reclassification where an employee had been in a TOC status during the reclassification study and whose base rate was at the maximum of their classification's salary grade (topped out), the employee shall receive retroactive TOC adjustments (increases). Such an employee's reclassification increase can be higher than the standard amount (approximately 5%). These TOC adjustments will follow these criteria:

- awarded on the employee's base merit month,
- increases of 5% increments,
- TOC rate will not exceed maximum rate of higher classification's salary grade,
- No TOC adjustment within the first six (6) months of TOC status.

If there are special circumstances that affect completion of a reclassification, the Director of Human Resources may authorize retroactive (TOC) pay which exceeds 6 months and is not limited to the current fiscal year.

Under special circumstances, with the approval of the Executive Director, the Director of Human Resources may adjust the effective date of reclassification and may waive all or part of the probationary period.

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 members. One member shall be selected by the Employees Association, one member shall be selected by the Human Resources Director, and the third 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 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 quarter hours or six 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 60 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.**

- (a) An employee shall be paid at the current Housing Authority Travel policy rate per mile for reimbursement of personal auto expense where required in an employee's regular work.
- (b) Subsistence. Meal costs will be reimbursed at actual expenses not exceeding the maximum granted to employees of Housing Authority. Other costs (including ground transportation) will be reimbursed upon receipt and approval by the Executive Director. Or, the employee may request a flat per diem rate not to exceed the maximum allowed for employees of Housing Authority.
- (c) Expense Vouchers and Reimbursement. Whenever travel becomes necessary by employees for and on behalf of the Authority, they shall keep accounts for said travel. An individual travel expense voucher shall be prepared and presented to the Executive Director either in advance of the travel or for reimbursement of travel expenses. Supporting documentation for prepayment of travel expenses must be submitted to the Executive Director within ten (10) working days of the return of the employee to work. Supporting receipts for the reimbursement of expenses must be submitted to the Executive Director within thirty (30) days of the return of the employee to work.

### 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. 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.

**7. 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 two 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.

**8. 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 and pay changes.
- (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) To place any information in a personnel file, a copy must be sent to the employee.
- (e) An employee shall have an opportunity to submit written comment on material placed in the employee's 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.

## **9. *Electronic Mail***

1. Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.
2. "Collective bargaining matters" means any of the following:
  - (a) Official Association announcements to the Association membership (such as meeting subjects, dates and times);
  - (b) The meaning, interpretation or application of this Agreement;
  - (c) The presentation and adjustment of grievances under Article 11 of this Agreement;
  - (d) Matters directly related to the collective bargaining relationship between the County and the Association.
3. Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:
  - (a) To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
  - (b) To ask a question regarding meaning, interpretation, or application of this Agreement;
  - (c) To present a grievance regarding the meaning, interpretation or application of this Agreement;
  - (d) To request Association representation in matters concerning the meaning, application or interpretation of this Agreement.
4. 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.
5. 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).

## **10. *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.

## **11. *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 eight (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 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 19(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 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.

**12. *New Hires***

New employees shall be provided a copy of the contract at the time of new hire orientation.

**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**

**1. *Interdepartmental Transfers:***

Any Clackamas County Employees' Association member that transfers into a regular position in the Housing Authority shall retain full credit for service in the County in accordance with the Personnel Ordinance.

**2. *Intradepartmental Transfers:***

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

**ARTICLE 21 – PERFORMANCE EVALUATION**

At least once a year, the Executive Director 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,



discussions and/or 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 employee personnel file. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee 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 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, 2021, or the date of a subsequent agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2021 and each year thereafter unless either party shall notify the other in writing no later than January 1, 2021, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2019

FOR THE ASSOCIATION:

FOR THE AUTHORITY:

\_\_\_\_\_

\_\_\_\_\_

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Bob Escudero, CCEA-HA President

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

---

Kevin Keaney, CCEA-HA Chief  
Negotiator

---

Eric Sarha, Chief Negotiator

---

Don Miller, CCEA-HA Vice-President

---

Charles Robbins, Executive Director,  
Housing Authority

---

Joshua Teigen, Negotiating Team  
Member

---

Krista Weatherford, Negotiating Team  
Member

---

Erin Kwasniewski, Negotiating Team  
Member

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.

\_\_\_\_\_  
For Employees' Association

\_\_\_\_\_  
For Clackamas County



Evelyn Minor-Lawrence  
Director

DEPARTMENT OF HUMAN RESOURCES

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

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the  
Clackamas County Employees' Association – Part-time/Temporary (CCEA-EAT)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$ 1,703,936.60
<b>Funding Source</b>	General Fund
<b>Duration</b>	July 1, 2018 – June 30, 2021
<b>Previous Board Action</b>	February 7, 2019 – Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Eric Sarha, HR Deputy Director 503-655-8292
<b>Contract No.</b>	N/A

**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, 2019, 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.

The significant wage and other economic changes are outlined below:

**Cost of Living Adjustment (COLA)**

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

- For fiscal year 2018-19, 2.8%. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2018 to the first full pay period after the effective date of ratification.
- For fiscal year 2019-20, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2019. *For fiscal year 2019-20 (year 2) the Index has published a 3.5% cost of living increase and has been factored into the fiscal impact.*

- For fiscal year 2020-21, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2020. *Projected 3.0% cost of living increase for year three has been assumed and factored into the fiscal impact.*

### **Other Wage Increases**

- 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.
- Association Rights (new cap to County paid time): 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. An Association representative or CCEA officer may use up to eighty (80) hours of County paid time per calendar year. *(Cost included in CCEA-Main Impact Report)*

### **RECOMMENDATION:**

Staff recommends the Board approve the attached contracts for the Clackamas County Employees' Association.

Respectfully submitted,

Evelyn Minor Lawrence, HR Director

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



**CLACKAMAS**  
C O U N T Y

2018-2021  
**AGREEMENT**

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2018-2021  
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 hours 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) 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 work of the employees.

### **2. 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.

### **3. 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. The Negotiating Committee shall consist of two members, the CCEA President or their appointed representative, and a Chief Negotiator. All negotiation meetings with the Board of County Commissioners or its representatives shall be held during working hours, on the County's premises without loss of pay.

### **4. 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.

**5. *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. 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.
- e. 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).

## ARTICLE 5 - PAID TIME OFF

### 1. Paid Time Off

- a. Employees may earn a bank of 28 hours per year under the following criteria:
  - i. The employee must be employed continuously for two years with no breaks in service.
  - ii. The employee must have worked at least 520 hours during the last year.
  - iii. The employee will be credited with a 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 52 hours per year under the following criteria:
  - i. The employee must be employed continuously for six years with no breaks in service.
  - ii. The employee must have worked at least 520 hours during the last year.
  - iii. The employee will be credited with a 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 64 hours per year under the following criteria:
  - i. The employee must be employed continuously for nine years with no breaks in service.
  - ii. The employee must have worked at least 520 hours during the last year.
  - iii. The employee will be credited with a 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 76 hours per year under the following criteria:

- i. The employee must be employed continuously for twelve years with no breaks in service.
- ii. The employee must have worked at least 520 hours during the last year.
- iii. The employee will be credited with a 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.

## **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 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 2.8% 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, 2018. 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, 2019, 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, 2020, 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.

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

This is a merit increase schedule based on two full years of employment with no breaks in service. Employee must be evaluated as demonstrating satisfactory performance of duties every two years in order to receive increase to next available step. It is effective July 1, 2000.

The first two-year period will start July 1, 2000. However, if an employee can demonstrate no break in service and have worked a regular schedule or all hours offered from July 1, 1998 to July 1, 2000, they are immediately eligible for this merit increase. Employees are eligible for additional merit reviews within their job's salary grade after every two years of employment with no break in service following their last merit review.

For NCPRD employees, the first two-year period will start January 1, 2015. Employees who have worked since January 1, 2015 with no break in service shall be eligible for a merit review effective January 1, 2017. Employees are eligible for additional merit reviews within their job's salary grade every two years of employment with no break in service following their last merit review.

Current Juvenile Counselor 1's who are on-call relief temporaries in salary grade EAT 20, will not be eligible for merit increases until such time as the Juvenile Relief Worker and/or Juvenile Relief Worker, Lead steps fall within their current salary grade.

Effective July 1, 2013, salary grades will no longer identify steps/pay rates 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). Employee's classifications, salary grades, and pay rates will not change. Employees are eligible for additional merit reviews within their job's salary grade after every two years of employment with no break in service following their last merit review. Merit increase shall be 3.5%

**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. Inservice 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 and Public Health Physician 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 Pay.**

When an employee is required to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position in a classification that does not include a second language as an essential requirement, the employee will receive 5% of their base hourly rate which will be added to the employee's regular pay. The term "Required Use" shall be documented on the Personnel Action form. The Personnel Action form will be returned with a "Certification of Bilingual Requirement" form to Department of Human Resources.

When 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 up to the nearest hour, performing bilingual duties.

**6. Juvenile Relief Worker, Juvenile Relief Worker, Lead and Juvenile Counselor 1 for the Juvenile Division.**

The Juvenile Relief Worker is an entry level on call position established to provide 24-hour coverage at the Juvenile Intake and Assessment Center. The Relief Worker position covers vacations or sick hours and has no regular scheduled hours.

The Juvenile Relief Worker Lead performs some of the duties of the Juvenile Counselor 1 such as accepting custody of the youth from police, assessing the medical, emotional, or crisis needs of the youth, and answering emergency/crisis phone calls. The Juvenile Relief Worker, Lead would be used when the employee is required to act as a primary lead shift worker when a regular staff

member is not available. However, the Juvenile Relief Worker Lead does not manage a caseload or have overall responsibility for the work shift.

Current Juvenile Relief Workers hired prior to July 1, 2000 will be paid at the same range as a Juvenile Counselor I. Juvenile Relief Workers hired after July 1, 2000 will be paid at the current rates for Juvenile Relief Worker and Juvenile Relief Worker, Lead. When two (2) or more Juvenile Relief Worker Lead employees are working the same shift, no premium shall be paid.

Juvenile Counselor 1's who are on-call relief temporaries will not be eligible for merit increases until such time the Juvenile Relief Worker's and/or Juvenile Relief Worker-Lead's compensation steps fall within their classification's current salary grade.

a. Lead Worker Criteria: The JRC Supervisor will decide who is qualified to be designated as a Juvenile Relief Worker, Lead.

b. Monthly Scheduling: When the Division is establishing the monthly schedule, employees will be called in order of hire-date seniority to choose shifts for that month's schedule. Every attempt will be made by the Division to schedule each employee for at least one shift a month. During this scheduling, employees will also notify the Division on availability for on-call shifts for sick coverage. Employees will then be called for sick coverage shifts based on availability notification.

## **7. *Afterhours Mobile Crisis Services for Behavioral Health Crisis Program.***

Clackamas County is required by Oregon Administrative Rule (OAR) to provide 24-hour Mobile Crisis Services to the residents of Clackamas County. OAR 309-019-0100 defines Mobile Crisis Services as: "mental health services for individuals in crisis provided by mental health practitioners who respond to behavioral health crises onsite at the location in the community where the crisis arises and who provide a face-to-face therapeutic response" with the goal of avoiding "unnecessary hospitalization, inpatient psychiatric treatment, involuntary commitment and arrest or incarceration. OAR 309-019-0151 and 309-019-0152 outline response time, service provision and reporting requirements. Mobile Crisis Services may be provided by a QMHP [Qualified Mental Health Professional as defined in OAR 309-019-0125 (9)] or a QMHA [Qualified Mental Health Associate as defined in OAR 309-019-0125 (8)] under the supervision of a Qualified Mental Health Professional.

The provisions of this Section apply to on-call status and work performed while on-call after the employee's regular workday shift ends, including holidays and weekends. It is acknowledged that this is in addition to their regular workday's responsibilities and employees designated on an on-call shift are required to answer any calls/pages. It is recognized that the County may contract with other than County employees for any such shifts.

Qualified Behavioral Health Division employees may volunteer for these shifts. The Mental Health Program Manager will choose the most qualified clinicians from the volunteer pool. Assignments from the volunteer pool will be based on the Manager's discretion, not on seniority. It is recognized that management has the right to assign on-call duties to qualified Behavioral Health Division staff.

### **A. SHIFTS:**

1. THE WEEKDAY SHIFT begins at 6:30 p.m. Sunday through Thursday and ends at 8:30 a.m. of the following day.



2. THE WEEKEND FRIDAY shift begins on Friday at 6:30 p.m. and ends at 6:30 p.m. on Saturday.

3. THE WEEKEND SATURDAY shift begins on Saturday at 6:30 p.m. and ends at 6:30 p.m. on Sunday.

Employees may split this weekend shift among themselves with the approval of their supervisor, provided that the total cost of the weekend shift cannot exceed what it would cost for one employee to take the shift.

4. A HOLIDAY SHIFT will begin at 6:30 pm on the evening before any holiday recognized and observed by the County and end at 6:30 pm the following day.

5. A HOLIDAY CLOSING SHIFT begins at 6:30 pm the evening of any holiday recognized and observed by the County and ends at 8:30 am the following day. For the purpose of After-Hours Mobile Crisis coverage, the following shall be considered Holiday closing shifts:

- New Year's Day (the shift beginning at 6:30 pm on January 1st)
- Martin Luther King's birthday (the shift beginning at 6:30 pm on the third Monday of January)
- President's Day (the shift beginning at 6:30 pm on the third Monday in February)
- Memorial Day (the shift beginning at 6:30 pm on the last Monday in May)
- Independence Day (the shift beginning at 6:30 pm on July 4<sup>rd</sup>)
- Labor Day (the shift beginning at 6:30 pm on the first Monday in September)
- Veteran's Day (the shift beginning at 6:30 pm on November 11<sup>th</sup>)
- Thanksgiving Day (the shift beginning at 6:30 pm on the fourth Thursday in November)
- Christmas Day (the shift beginning at 6:30 pm on December 25<sup>th</sup>)

B. COMPENSATION: After Hours assignments will be paid as follows:

1. Weekday Shift: Three (3) 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 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: ~~Five (5)~~ Eight (8) 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 straight time for carrying a phone/pager and/or laptop. In addition, time and a 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. 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, whichever is higher.

6. Mileage will be paid at the current County Travel Policy rate per mile for reimbursement of personal auto expense where required in an employee's regular work.

Time spent carrying a phone/pager and/or laptop when not actually responding to a call shall be considered on-call time, and shall not be considered time worked. Time spent responding to client emergencies, whether on the phone or while providing mobile crisis response, and travel time to such sites shall be considered time worked. Employees whose regular shifts overlap with their on-call shift will be paid as a regular employee until their regular shift ends in the evening, or when their shift begins in the morning. After-hours mobile crisis staff may elect to forgo mileage reimbursement and drive a county car to the site of the mobile crisis response but must be able to retrieve the county car and respond to the crisis within the response time requirement.

#### C. RESPONSE TIME REQUIREMENTS:

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 statute, an explanation for the barrier in meeting that response time will be provided to the appropriate supervisor by the following day.

### **ARTICLE 8 - DISCIPLINE**

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.

### **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 seven (7) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the department head shall respond to the grievance within seven (7) 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 within seven (7) working days after the divisional supervisor's response is due. The department head, an Association representative, and the employee, shall meet within seven (7) working days of the appeal to Step 2 to discuss the grievance. If the grievance remains unresolved, the department head shall respond to the grievance within seven (7) 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 I may be skipped by mutual 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 provisions of the Oregon State Workers' Compensation Act for injuries and illness as defined in the Act.

## **ARTICLE 11 - BENEFITS**

Except as otherwise provided herein or by County policy, part-time and temporary employees are not provided benefits such as layoff and recall, holidays, sick leave, vacation leave or medical/dental coverage.

### **1. *Employee's Assistance Plan.***

Full Employee's Assistance benefits are available to all employees. The County will provide EAP services through the selected provider.

### **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.

### **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.

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

## 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 parties agree to the establishment of a joint labor management committee. The committee will be comprised of two temporary or part-time members and one alternate representing the Association and two representatives and one alternate representing the County.

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 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 eight (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.

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 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 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 14(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.

## 5. ***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 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.

**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, 2018 or upon ratification, whichever occurs later, except as otherwise agreed, and shall remain in full force and effect through June 30, 2021, or the date of signing a subsequent Agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2021, and each year thereafter unless either party shall notify the other in writing no later than January 1st that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than February 1st. In the event that notification of termination is given, it shall become effective thirty (30) days after the date of notice is received.

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

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_ day of, \_\_\_\_\_, 2021.

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

**For the County:**

\_\_\_\_\_  
Bob Escudero, CCEA President

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Kevin Keaney, Chief Negotiator

\_\_\_\_\_  
Eric Sarha, Chief Negotiator

\_\_\_\_\_  
Karen Hedden, Negotiating Team  
Member

\_\_\_\_\_  
Deborah Cockrell, Negotiating Team  
Member



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Johanna Johnson, Negotiating  
Team Member

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Brian Imdieke, Negotiating Team  
Member

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Maria Magallon, Negotiating Team  
Member

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Vicky Anderson, Negotiating Team  
Member

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Krista Weatherford, Negotiating Team  
Member

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Gary Schmidt, Negotiating Team  
Member



March 14, 2019

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of a Resolution in the Matter of Participation in  
Funding Activities Oregon Office for Community Dispute Resolution

<b>Purpose/Outcome</b>	The purpose of this Resolution is to formally approve the County’s participation in the Community Dispute Resolution program through the Oregon Office for Community Dispute Resolution.
<b>Dollar Amount and Fiscal Impact</b>	Clackamas County is projected to receive approximately \$102,325.00 in grant funding.
<b>Funding Source</b>	The State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University of Oregon School of Law. No County General fund is required.
<b>Strategic Plan Alignment</b>	This action aligns with the following Board strategic priority: <ul style="list-style-type: none"> <li>• Ensure Safe, Healthy and Secure Communities:</li> </ul> Community Dispute Resolution is an important tool in resolving disputes – such as neighbor to neighbor conflicts – to reduce the likelihood of escalating issues to a level that could potentially involve law enforcement intervention.
<b>Duration</b>	July 1, 2019 to June 30, 2021
<b>Previous Board Action/Review</b>	The Clackamas County Board of Commissioners has opted to participate in this program since its inception. The Community Dispute Resolution program has received funding since 1992.
<b>Contact Person</b>	Laurel Butman, Deputy County Administrator – (503) 655-8893

**BACKGROUND:**

The Oregon Legislature created the Oregon Dispute Resolution Commission in the early 1990s with the intent to promote alternative dispute resolution through the Community Dispute Resolution Program (CDRP) rather than the use of litigation to resolve conflicts. A role was created for County Commissioners, if they chose to participate, in the selection of service providers to receive grant funds. The Clackamas County Board of Commissioners has opted to participate in this program since its inception.

The Oregon Legislature has charged the State of Oregon, acting by and through the State Board of Higher Education on behalf of the University of Oregon for the University Of Oregon School Of Law, to act as Grantor for the CDRP with the responsibility to foster the development of community mediation programs by making grant monies available to participating counties. The funding for these grants will be allocated as provided for in OAR 571-100. Contracts for the provision of services are made directly between the selected service providers and the Oregon Office for Community Dispute Resolution.

Assuming that funding for 2019 – 2021 is reauthorized by the 2019 Legislature at the same level as the prior biennium, Clackamas County is projected to receive approximately \$102,325 in grant funding for the period July 1, 2019 to June 30, 2021. As in prior years, the County's obligation is to solicit Requests for Applications (RFAs) and select service providers. The Oregon Office for Community Dispute Resolution is responsible for determining the eligibility of the selected providers, entering into the contracts, reviewing the providers' quarterly reports and disbursing funds.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the resolution stating the County's intent to participate in the selection and expenditure of funds for dispute resolution programs within Clackamas County as an entity capable of and willing to provide dispute resolution services in accordance with Oregon Administrative Rule Chapter 571, Division 100.

Respectfully submitted,

Laurel Butman  
Deputy County Administrator

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Participation in  
Funding Activities of the Oregon  
Office for Community dispute  
Resolution



Resolution No. \_\_\_\_\_

**WHEREAS**, the Clackamas County Board of Commissioners believes that the settlement of disputes by mediation may lead to more long-lasting and mutually satisfactory agreements; and

**WHEREAS**, mediation may reduce the need for time-consuming and costly litigation; and

**WHEREAS**, the Oregon Legislature has charged the University of Oregon on behalf of the University of Oregon School of Law (Grantor) with the responsibility to foster the development of community mediation programs by making grant monies available to participating Counties; and

**WHEREAS**, any County wishing to participate must formally notify Grantor of its intent to participate.

**NOW THEREFORE, IT IS RESOLVED** that Clackamas County will notify the Grantor of its desire to be a participant in the expenditure of funds for community dispute resolution programs within Clackamas County, and Clackamas County agrees to engage in a selection process and to select as funding recipients those entities both qualified by the standards and guidelines adopted by Grantor and capable of and willing to provide community dispute resolution services according to the rules adopted by Grantor.

**DATED** this 14<sup>th</sup> day of March, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



**PUBLIC & GOVERNMENT AFFAIRS**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Board Order in the Matter of an Extension of the Cable Television Franchise with  
Beaver Creek Cooperative Telephone Company

<b>Purpose/Outcome</b>	Extend current cable television franchise to allow time for evaluation and negotiations.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Duration</b>	Effective March 20, 2019 through March 20, 2020
<b>Previous Board Action/Review</b>	The original franchise agreement was approved by the BCC in March 2008 and extended in March 2018 for one year.
<b>Strategic Plan Alignment</b>	Building public trust through good government.
<b>Contact Person</b>	Tim Heider, Public & Government Affairs, 503-742-5911

**BACKGROUND:**

The Beaver Creek Cooperative Telephone Company (Beaver Creek) Cable Franchise Permit Agreement will expire on March 20, 2019, but the contract has continued under the same terms and conditions pursuant to applicable law unless and until the county issues a termination of franchise notice. Beaver Creek is serving over 900 subscribers in the unincorporated area of Clackamas County. The County is currently negotiating a renewal of the cable franchise with Beaver Creek.

This extension, if granted, would not affect either party's rights in the renewal process and includes a provision to preserve the County's right to retroactive PEG funding negotiated in the renewal. The County will evaluate Beaver Creek's legal, technical and financial qualifications to operate the cable system, as well as the community's needs, in its determination of whether to renew the franchise and on what terms and conditions.

This cable franchise agreement extension has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the extension of the franchise permit agreement to assure that the terms of the current franchise agreement continue to be met through March 20, 2020.

Respectfully submitted,

Tim Heider, Interim Director  
Public and Government Affairs

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a In the Matter of  
Approving an Extension of the Cable  
Television Franchise with Beaver Creek  
Cooperative Telephone Company



Order No. \_\_\_\_\_

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on March 14, 2019 to consider approving an extension of the cable television franchise with Beaver Creek Cooperative Telephone Company.

**WHEREAS**, Beaver Creek Cooperative Telephone Company holds a cable television franchise with Clackamas County, which will expire on March 20, 2019, but the respective contract has continued under the same terms and conditions pursuant to applicable law unless and until the County issues a termination of franchise notice; and

**WHEREAS**, County staff and representatives of Beaver Creek Cooperative Telephone Company will evaluate and negotiate terms regarding the renewal of the applicable franchise unless and until the County issues a termination of franchise notice; and

**WHEREAS**, it is in the public interest to extend the current franchise for an additional period of time to accommodate the renewal process and avoid a potentially unnecessary disruption of service to affected residents

**NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby order that** the franchise granted to Beaver Creek Cooperative Telephone Company shall be extended until and including March 20, 2020, and that all rights and obligations provided the parties under the franchise agreement shall remain in full force and effect during that period, including the rights of the parties under the Cable Communications Policy Act of 1992 and the Telecommunications Act of 1996. Neither Beaver Creek Cooperative Telephone Company nor the County shall assert any claim, denial or defense based upon the original expiration date of the Franchise Agreement, excepting therefrom that the County may assert in negotiations that any increase in PEG funding included in the new franchise agreement shall include the time period covered by this extension. This extension of the franchise is explicitly conditioned upon written acceptance thereof by the Franchisee.

**DATED** this 14<sup>th</sup> day of March, 2018

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary



Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

March 14, 2019

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to add 2 additional fiber connections to the Intergovernmental Agreement between  
Clackamas Broadband eXchange and the North Clackamas School District

<b>Purpose/Outcomes</b>	CBX is looking for approval to add 2 additional dark fiber connections with the North Clackamas School District.
<b>Dollar Amount and Fiscal Impact for CBX</b>	North Clackamas School District will pay a non-recurring fee of \$53,640.00 for the new fiber construction. The North Clackamas School District will pay a recurring lease fee of \$6,120.00 annually for the 2 new dark fiber connections.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the North Clackamas School District.
<b>Duration</b>	Effective upon signature by the board, this Service Level Agreement is in effect for 8 years and shall be automatically renewed on July 1 of each subsequent year, for a term of one year, at the County's then-current rate schedule.
<b>Previous Board Action</b>	Board previously approved CBX to build and maintain dark fiber connections for the North Clackamas School District.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"><li>1. Build a strong infrastructure.</li><li>2. Build public trust through good government.</li></ol>
<b>Contact Person</b>	Dave Devore (503)723-4996

### BACKGROUND:

CBX is proposing to build new fiber laterals to extend the CBX network so that 2 new dark fiber connections can be made for the North Clackamas School District. These 2 new connections will provide a redundant path to ensure no downtime for the schools.

This amendment agreement has been reviewed and approved by County Counsel.

### RECOMMENDATION:

Staff respectfully recommends approval to amend this Intergovernmental Agreement. This IGA will allow CBX to provide fast effective fiber connectivity to the North Clackamas School District at an affordable cost. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

North Clackamas School District

### 1. **Recitals**

**WHEREAS**, Clackamas County (County) desires to provide to North Clackamas School District (Customer) the Services set forth in this Agreement, between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

**WHEREAS**, Customer desires to use the Services; and

**WHEREAS**, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

### 2. **Fiber Optic Network Description:**

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables at each Customer premises (hereinafter "Fiber").

### 3. **Service Description**

Service provided to Customer by County is physical connectivity of one (or more) strands of optical fiber ("Fiber"), between sites specifically identified in Appendix A. Each site listed in Appendix A will have a single mode fiber termination.

### 4. **Construction and Installation Requirements**

a. County, when installing fiber optic cables on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.

b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the fiber optic cable from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.



- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the County's fiber optic cables used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its premises for necessary equipment.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have reasonable ingress and egress into and out of Customer properties and buildings in connection with the provision of service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the fiber optic network in areas of any such site not containing such hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer.
- g. County shall have no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate "hand-off's" at each location for Customer utilization. Test results for physical connection will be made available upon request.

**5. Term of Agreement**

At such time as County completes installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated with 90 days' notice as herein provided, this agreement shall continue through June 30, 2027. This agreement shall continue to July 1 following the date of commencement, for a term of one year, at the County's then-current rate schedule.

**6. Rates**

In return for County providing the services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for services as specified in Appendix A as it shall be amended from time to time.

## 7. Payment Options

### a. **Annual Payments**

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The semi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

### b. **Alternative Payment Frequency**

If Customer demonstrates that prepaid billings present a hardship, Customer may prepay quarterly, and in extreme circumstances may pay monthly. County shall provide an invoice for one quarter or month of service, or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The quarterly or monthly charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. If the Customer fails to pay within sixty (60) days of receipt of an invoice it shall constitute grounds for County to terminate the Agreement upon appropriate advance written notice to Customer.

## 8. Fiber Maintenance

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing sound engineering practices and in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

## 9. Confidentiality

All Customer data, voice, or video transmission using County fiber optic facilities shall be treated by County as confidential information, to the extent allowable by law. County agrees that this information shall not be made available, in any form, to any party other than County or its agents or contractors as may be necessary to conduct maintenance or repair activity, without written permission of Customer, except as

required by law.

**10. Content Control and Privacy**

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

**11. Assignment and Successors**

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

**12. Damage**

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by County or its agents. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligence or willful misconduct of Customer, its affiliates, employees, agents, contractors or customers, except to the extent caused by the gross negligence or willful misconduct of County, its affiliates, employees, contractors or agents. "Cost(s)", as used herein include the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

**13. Force Majeure**

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

**14. Consequential Damages**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

**15. Public Contracting Provisions**

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

**16. Non-Appropriation**

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that any obligation of the parties to obtain or provide services as set forth herein is subject to fund availability and appropriation. If either party fails to receive expenditure authority sufficient to allow that party, in the exercise of its reasonable administrative discretion, to perform under the Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

**17. Compliance with Laws**

Customer shall comply with all applicable federal, state, county, and city laws, ordinances, and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

**18. Taxes and Assessments**

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.

- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

**19. Termination**

- a. This Agreement shall terminate ninety (90) days following written notice by either party.
- b. In the event Customer terminates this Agreement based upon County 's default or failure to perform as described in this Agreement, County shall reimburse to Customer the pro rata amounts paid on the unexpired term of this Agreement.
- c. If Customer terminates this Agreement for any reason other than that based on non-appropriation or on County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

**20. Default**

- 1. Either of the following events shall constitute a default:
  - a. Failure to perform or comply with any material obligation or condition of this Agreement by any party; or
  - b. Failure to pay any sums due under this Agreement.
- 2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

**21. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

**22. No recourse Against the Grantor**

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

**23. Notice**

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by facsimile

addressed as follows:

**Notice to the County**

Manager, Clackamas Broadband Express  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
Fax Number: (503) 655-8255

**Notice to the Customer**

Patricia George  
North Clackamas SD  
14211 SE Johnson Rd  
Milwaukie, OR 97222

Either Party, by similar written notice, may change the address to which notices shall be sent.

**24. Debt Limitations**

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**25. No Attorney Fees**

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

**26. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Customer that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that

if any such claim, action, or suit must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**27. Whole Contract**

THE COUNTY AND THE CUSTOMER, BY AND THROUGH A SEPARATE SUBORDINANT DEPARTMENT, DIVISION OR BUREAU, ARE PARTIES TO SEPARATE SERVICE LEVEL AGREEMENTS DATED January 18<sup>th</sup> 2012, February 21<sup>st</sup> 2013, May 12<sup>th</sup> 2016, May 11<sup>th</sup> 2017, April 26<sup>th</sup> 2018 and May 17<sup>th</sup> 2018. WITH THE EXCEPTION OF THE AGREEMENT OR AGREEMENTS SPECIFIED HEREIN, THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL OTHER PRIOR AGREEMENTS OR PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SPECIFIC SUBJECT MATTER OF THIS CONTRACT AFFECTING THE CONNECTIONS IDENTIFIED IN APPENDIX A. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year first above written.

**Clackamas County**

By (signature): \_\_\_\_\_

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Customer**

\_\_\_\_\_  
North Clackamas School District

By (signature): Pat George

Name (print or type): Patricia George

Title: Executive Director - Technology

Date: 3-6-19



## APPENDIX A

### SERVICE AND RATE SCHEDULE

**1. Specified Services and Rates**

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

**2. Construction, Installation and Activation**

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A.

**3. Service Changes and Conversions**

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

**4. Annual Recurring Charges**

	<b>From</b> (Site Name & Address)	<b>To</b> (Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	Cannady Elementary School 18031 SE Vogel Rd Happy Valley, OR 97086	Clackamas ESD 13455 SE 97 <sup>th</sup> Ave Clackamas, Oregon 97015	One Pair (two) dark fibers	\$255.00
2	NCSD Administration Building 4444 SE Lake Rd Milwaukie, Oregon 97222	Clackamas ESD 13455 SE 97 <sup>th</sup> Ave Clackamas, Oregon 97015	One Pair (two) dark fibers South Route	\$255.00

**5. Nonrecurring Charges**

	<b>From</b> (Site Name & Address)	<b>To</b> (Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
1	Cannady Elementary School 18031 SE Vogel Rd Happy Valley, OR 97086	Clackamas ESD 13455 SE 97 <sup>th</sup> Ave Clackamas, Oregon 97015	Construction	\$39,845.00
2	Sabin Tech Center 14200 SE Johnson Rd Milwaukie, Oregon 97267	Clackamas ESD 13455 SE 97 <sup>th</sup> Ave Clackamas, Oregon 97015	Splicing for Relocation	\$13,795.00

**6. Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty (30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

**7. Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

## APPENDIX B

### MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES

#### 1. Defined Terms

- a. "Routine Maintenance" is all preventive maintenance activities and repairs.
- b. "Non-Routine Maintenance" is all efforts and activities in response to an emergency circumstance which requires restoration of service.

#### 2. General

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain (503) 742-4219 telephone number to contact personnel and NCAM. County's NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM's remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer's personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County's technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within five (5) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer seven (7) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

#### 3. Fiber Optic Network

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

#### **4. Restoration**

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental hazards which would restrict or jeopardize any maintenance work activities in shelters or right of way areas of operation.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within five (5) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that five (5) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance fees for

any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

***Remainder of this page intentionally left blank.***

## APPENDIX C

### FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

#### 1. Fiber and Connector Standards

##### a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

##### b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

##### c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

*Remainder of this page intentionally left blank.*



# NORTH CLACKAMAS PARKS & RECREATION DISTRICT

Administration

Scott Archer, Director  
North Clackamas Parks and Recreation District  
150 Beaver Creek Road  
Oregon City, OR 97045

March 14, 2019

Board of Commissioners  
Clackamas County  
Board of the North Clackamas Parks and Recreation District

Members of the Board:

Approval of Resolution No. 2019- to Approve, Support and Authorize a Boundary Change  
Restating Happy Valley as within the Boundaries of NCPRD

<b>Purpose/Outcomes</b>	Reinstatement of the City of Happy Valley into the boundary of the North Clackamas Parks and Recreation District (NCPRD)
<b>Dollar Amount and Fiscal Impact</b>	Estimated annual property tax revenue of \$1.6 million from residents within the City of Happy Valley for services provided in the City.
<b>Funding Source</b>	N/A
<b>Duration</b>	Permanent unless and until the City moves to withdraw under ORS 198
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	Build public trust through good government
<b>Contact Person</b>	Laura Zentner, <i>BCS Director</i> , 503-742-4351 Scott Archer, <i>NCPRD Director</i> , 503-742-4421

**BACKGROUND:**

The North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services, requests authorization to submit a boundary change to the Oregon Department of Revenue (DOR) and the County Assessor’s office (Assessor) in order to reaffirm that the City of Happy Valley is within the boundaries of the District.

The voters of the City of Happy Valley approved annexation into NCPRD in 2006. In June 2017, the Happy Valley City Council adopted Ordinance 522, purporting to allow the City to unilaterally withdraw from the District. Following this Ordinance, the City filed a boundary change with the DOR pursuant to ORS 308.225 in March of 2018.

The DOR initially approved the boundary change on March 7, 2018. Upon further review, the approval was officially rescinded. In response, the City of Happy Valley filed a writ of mandamus and eventually prevailed in the tax court. One result of this tax court ruling was that the DOR was ordered to null and void its rescission of boundary change approval and to reinstate the March 7, 2018 notice of approval.

Concurrent with the tax court case, Clackamas County, NCPRD and the County Assessor filed suit in circuit court seeking a declaratory judgment that the City’s efforts to withdraw under ORS Chapter 222 were void and that the proper withdrawal statute was ORS Chapter 198. In February 2019, the Clackamas County circuit court entered a judgment finding in favor of the District, the Assessor, and the County holding that the applicable statute was ORS Chapter 198 and that the City’s actions to date to withdraw from the District were void from the beginning and without any

legal effect. Given the earlier tax court ruling, staff now find it prudent to request a formal boundary change through the DOR in order to remove any uncertainty about the City's status within the District's boundaries for taxation purposes in the coming fiscal year.

County Counsel drafted the resolution and has approved the language therein.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners authorize staff to implement the re-established and reformed boundary of the District to include the City of Happy Valley and to perform all tasks and duties necessary to effectuate the same.

**ATTACHMENTS:**

1. Resolution 2019-\_\_\_\_
2. Notice from Taxing District

Respectfully submitted,

Scott Archer, Director  
North Clackamas Parks and Recreation District



**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Boundary Change  
and Re-establishing the Boundary  
of the City of Happy Valley within  
the North Clackamas Parks and  
Recreation District



Resolution No. 2019-\_\_\_\_

*Page 1 of 2*

**Whereas**, pursuant to the provisions of ORS Chapter 198, the City of Happy Valley annexed into the North Clackamas Parks and Recreation District in May 2006 by a vote of the residents of Happy Valley;

**Whereas**, the Happy Valley City Council adopted Ordinance 522 in June 2017, which purported to allow the City of Happy Valley to unilaterally withdraw from the North Clackamas Parks and Recreation District;

**Whereas**, the City of Happy Valley filed the boundary change in 2018 with the Oregon Department of Revenue under ORS 308.225.

**Whereas**, the Department of Revenue initially approved the boundary change but later rescinded that approval. In response, the City of Happy Valley filed a writ of mandamus and eventually prevailed in the tax court; the Department of Revenue was ordered to null and void its rescission of boundary change approval and to reinstate the March 7, 2018 notice of approval;

**Whereas**, the North Clackamas Parks and Recreation District, the County Assessor, and Clackamas County filed a declaratory judgment action in the circuit court seeking a declaration that the City's efforts to withdraw under ORS Chapter 222 were void and that the proper withdrawal statute was ORS Chapter 198;

**Whereas**, the Clackamas County circuit court issued an Order and entered a Judgment finding in favor of the District, the Assessor, and the County holding that the applicable statute was ORS Chapter 198 and that the City's actions to date to withdraw from the District are void from the beginning and without any legal effect; and

**Whereas**, now the District seeks to unwind any confusion or uncertainty created by the City's unlawful actions and seeks to ensure that the Department of Revenue recognizes that the boundaries of the District include the entirety of the City of Happy Valley within the North Clackamas Parks and Recreation District.

**NOW, THEREFORE IT IS HEREBY RESOLVED**, the Board of County Commissioners and the local boundary commission do hereby:

1. Approve and support the District's efforts to formally recognize and re-establish that the territory of the City of Happy Valley is within the North Clackamas Parks and Recreation District, including for property tax purposes;

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Boundary Change  
and Re-establishing the Boundary of  
the City of Happy Valley within the  
North Clackamas Parks and  
Recreation District



Resolution No. 2019-\_\_\_\_

Page 2 of 2

2. Authorize the North Clackamas Parks and Recreation District and its executive management staff to undertake all actions necessary and consistent with this Resolution to fully implement the correct boundary of the District, including for property tax purposes, and to perform all tasks necessary to effectuate the duties and responsibilities of the District.

**DATED** this 14<sup>th</sup> day of March, 2019

**BOARD OF COUNTY COMMISSIONERS**

---

Chair

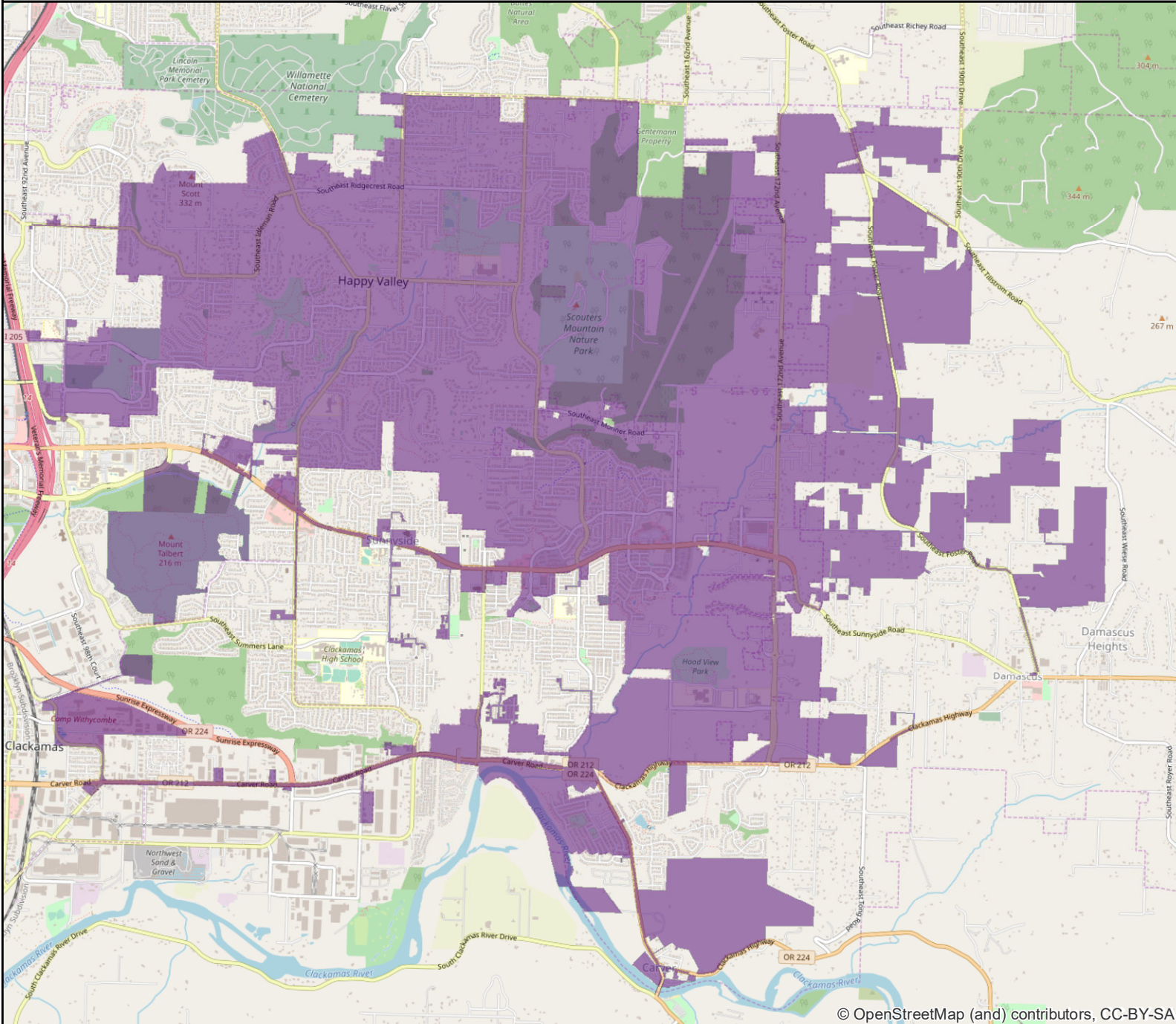
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Recording Secretary

Resolution 2019-\_\_\_\_\_


Legal Description

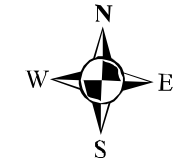
All of the City of Happy Valley as of date March 14, 2019.



# City of Happy Valley

Happy Valley City Boundary  
as of March 14, 2019

 Happy Valley



**GEOGRAPHIC INFORMATION SYSTEMS**  
DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS  
121 LIBRARY COURT  
OREGON CITY, OREGON 97045

The information on this map was derived from digital databases from Clackamas County's GIS. Care was taken in the creation of this map but is provided "as is". Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product before making any decisions.

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# Notice from Taxing District

Boundary change packets must be received by the **Department of Revenue** and the **County Assessor(s)** by March 31.

For Department of Revenue use only		
Prepared by	DOR file number	
Date received	Date approved	Date disapproved
Notes		

District name <b>North Clackamas Parks and Recreation District</b>			
Mailing address <b>150 Beavercreek Rd</b>	City <b>Oregon City</b>	State <b>OR</b>	ZIP <b>97045</b>
County name <b>Clackamas</b>	Second county name (if applicable)		
Contact person <b>Scott Archer</b>	Second contact person (if applicable) <b>Laura Zentner</b>		
Phone <b>(503 ) 742-4421</b>	Email <b>sarcher@ncprd.com</b>		
Ordinance/resolution/order <b>Resolution 2019-_____</b>	Planning file number <b>N/A</b>		
Election date <b>N/A</b>	Effective date <b>March 14, 2019</b>		
Notes			

## Boundary

- Change    
  Proposed change    
  Preliminary review    
  Delayed annexation

## The change is for

- Formation of a new district  
 Annexation of territory to a district  
 Withdrawal of territory from a district  
 Dissolution of a district  
 Transfer  
 Merge  
 Establishment of tax zone

## Documents included

- Ordinance/Resolution/Order  
 Map of Boundary Change (shows point of beginning and all bearings and distances.)  
 Legal description of Boundary Change

## Send to

Oregon Department of Revenue  
 Cadastral Information Systems Unit  
 PO Box 14380  
 Salem OR 97309-5075

## Contact us

**Email:** boundary.changes@oregon.gov  
**Fax:** 503-945-8737



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Amendment No. 1 to the Agreement between Water Environment Services and  
Polydyne Inc. for Thickening and Dewatering Polymer

<b>Purpose/Outcomes</b>	Amend the current Contract with Polydyne Inc. to include an updated fee schedule, which reflects current market pricing, and to update the contract to reflect all products used within any/all WES operated facilities.
<b>Dollar Amount and Fiscal Impact</b>	Annual increase in funding from \$180,000 to the requested \$420,000 is a result of the volatile market of the petroleum industry, which is relied upon for the manufacture of polymer, and to reflect current Polydyne Inc. products consumed at all WES operated facilities.
<b>Funding Source</b>	50/50 Split 631-01-29100-422000 & 631-01-26100-422000
<b>Duration</b>	November 22, 2017 through June 30, 2022
<b>Previous Board Action/Review</b>	Original Contract for was approved on November 22, 2017.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This project supports the WES Strategic Plan in meeting or exceeding full compliance with regulatory requirements</li> <li>2. This project supports the County Strategic Plan to build a strong infrastructure.</li> </ol>
<b>Contact Person</b>	Darren Eki – Water Environment Services 503-557-2804

**BACKGROUND:**

Clackamas County Water Environment Services (WES) provides wastewater services to over 150,000 people in Clackamas County and operates multiple wastewater treatment facilities; all of which produce solids. The solids from all plants are transferred to the Tri-City WRRF where polymer is utilized for dewatering with the end product being biosolids. WES’s primary strategy for biosolids management is land application. WES operates a dewatered biosolids program in Sherman County and will occasionally apply liquid biosolids in Clackamas County based on operational needs. At times, WES may require support for the hauling and land application as a result of unplanned events, to include but not limited to plant upset, maintenance/repair, field availability, equipment breakdown, staff availability, and weather.

**PROCUREMENT PROCESS:**

This project advertised in accordance with ORS 279B and LCRB Rules on March 15, 2017. Proposals were publically opened April 26, 2017. The County received three (3) proposals from BASF, Kemira Water Solutions and Polydyne, Inc. The Polydyne, Inc. proposal was chosen as most complete and comprehensive and was awarded a five (5) year Contract on September 18, 2017.

The original Contract as well as Amendment #1 has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

The Board of County Commissioners, acting as the governing body of Water Environment Services ("District"), approve Amendment 1 to the agreement between the District and Polydyne, Inc. for an amount not to exceed \$2,100,000.00.

Respectfully submitted,

Greg Geist  
Director, WES

Placed on the March 14, 2019 agenda by Procurement.



**AMENDMENT #1**

**TO THE CONTRACT DOCUMENTS WITH POLYDYNE, INC. FOR THICKENING AND DEWATERING POLYMER**

This Amendment #1 is entered into Polydyne, Inc. (“Contractor”) and Water Environment Services (“District”) and it shall become part of the Contract documents entered into between both parties on November 22, 2017 (“Contract”).

The Purpose of the Amendment #1 is to make the following changes to the Contract:

1. **ITEM II. SCOPE OF WORK** is hereby amended as follows:  
Due to the changes related to the TC Solids Upgrade the dry polymer make-up system is being replaced with an emulsion make-up system. The intent of this amendment is to reflect the current Contractor products consumed at all WES operated facilities.
  
2. **ITEM III. COMPENSATION** is hereby amended as follows:  
Chemical prices were locked into a 5 year price agreement in which District has discovered the volatility of chemical prices and have agreed to adjust the rates to current market value and allow for annual submittal of a current fee schedule. The allocated cost increase is also an accurate reflection of all Contractor products consumed at all WES facilities. The revised fee schedule is attached as **Exhibit “A”** and hereby incorporated by reference. District is requesting to update the annual payments for chemicals from \$180,000.00 to \$420,000.00. This adds an additional **\$1,200,000.00** to the Contract Compensation. The maximum Contract Compensation shall not exceed \$2,100,000.00.

Original Contract	\$ 900,000.00
<b>Amendment #1</b>	<b>\$ 1,200,000.00</b>
<b>Total Amended Contract</b>	<b>\$ 2,100,000.00</b>

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

**Polydyne, Inc.**  
1 Chemical Plant Road  
Riceboro, GA 31323

**Water Environment Services**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name/ Title (Printed)

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
884268-96 FBC / Delaware  
Oregon Business Registry Number

\_\_\_\_\_  
Approved as to Form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date