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Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING  
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April 13, 2022

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 – Temp and Part Time (EAT)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$ 1,698,743
<b>Funding Source</b>	General Fund
<b>Duration</b>	July 1, 2021 – June 30, 2024
<b>Previous Board Action</b>	February 1, 2022 – 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 Clackamas County Employees' Association – Temp and Part Time (EAT) entered into bargaining for a new contract on February 24, 2022. The County and CCEA-EAT held thirteen (13) bargaining sessions, three (3) mediation sessions and one (1) joint conference call with the State mediator. On March 9, 2022 the County and CCEA-EAT reached full tentative agreement on a new three (3) year contract. On March 30, 2022, CCEA-EAT's ratification vote successfully passed.

The significant wage and contract changes are outlined below:

**Cost of Living Adjustment (COLA)**

- For fiscal year 2021-2022, 1.8% effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2021 to the first full pay period after the effective date of ratification. (Year One Fiscal Impact: \$158,030.).
- For fiscal year 2022-2023, 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 US Department of Labor with a minimum of 0% and a maximum of 4.5%. (Year Two Fiscal Impact based on 4.5%: \$402,185).

- For fiscal year 2023-2024, 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 US Department of Labor with a minimum of 0% and a maximum of 4.5%. In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year. Negotiations are to start no later than February 1, 2023. (Estimated at 4.5% - Year Three Fiscal Impact: \$420,284).
- Total COLA Fiscal Impact for Life of Contract: \$1,698,743.

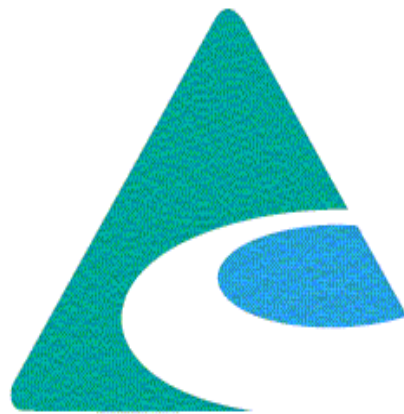
**RECOMMENDATION:**

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

**2021-2024  
AGREEMENT**

## Table of Contents

<b>PREAMBLE .....</b>	<b>4</b>
<b>ARTICLE 1 - RECOGNITION.....</b>	<b>4</b>
<b>ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS .....</b>	<b>4</b>
<b>ARTICLE 3 - UNION DUES .....</b>	<b>5</b>
<b>ARTICLE 4 - ASSOCIATION RIGHTS .....</b>	<b>5</b>
1. ACCESS TO WORKERS.....	5
2. NOTIFICATION TO COUNTY.....	5
3. ASSOCIATION NEGOTIATORS.....	5
4. NO DISCRIMINATION.....	6
5. ELECTRONIC MAIL.....	6
6. RELEASE TIME.....	7
<b>ARTICLE 5 - PAID TIME OFF.....</b>	<b>8</b>
1. PAID TIME OFF.....	8
2. SICK LEAVE.....	9
<b>ARTICLE 6- CLASSIFICATIONS.....</b>	<b>10</b>
1. REGULAR CLASSIFICATIONS.....	10
2. SPECIAL TITLE JOBS.....	10
<b>ARTICLE 7 - WAGES .....</b>	<b>10</b>
1. GENERAL COUNTY AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).....	10
2. GENERAL COUNTY DEPARTMENTS MERIT SCHEDULE AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT (NCPRD).....	10
3. NORTH CLACKAMAS PARKS & RECREATION DISTRICT WORK-RELATED ADDITIONAL CERTIFICATION PAY.....	11
4. OVERTIME/COMPENSATORY TIME.....	11
5. BILINGUAL SKILLS PAY.....	12
6. JUVENILE RELIEF WORKER, JUVENILE RELIEF WORKER, LEAD AND JUVENILE COUNSELOR 1 FOR THE JUVENILE DIVISION.....	12
7. AFTERTIME MOBILE CRISIS SERVICES FOR BEHAVIORAL HEALTH CRISIS PROGRAM.....	13
<b>ARTICLE 8 - DISCIPLINE .....</b>	<b>16</b>
<b>ARTICLE 9- SETTLEMENT OF DISPUTES .....</b>	<b>16</b>
1. GRIEVANCE PROCEDURE.....	16
<b>ARTICLE 10 - WORKERS' COMPENSATION .....</b>	<b>17</b>
<b>ARTICLE 11 - BENEFITS .....</b>	<b>17</b>
1. EMPLOYEE ASSISTANCE PLAN.....	17
2. RETIREMENT CONTRIBUTIONS.....	17
<b>ARTICLE 12 - HOURS OF WORK .....</b>	<b>17</b>
1. WORK SCHEDULES.....	17
2. MEAL AND REST BREAKS.....	17
3. EMPLOYEE REPORTING EXPECTATIONS.....	18
<b>ARTICLE 13- DURATION OF EMPLOYMENT .....</b>	<b>18</b>
1. DEFINITIONS.....	18

2.	UNALLOCATED EMPLOYEES ANNUAL WORK HOURS LIMITS. ....	19
<b>ARTICLE 14 - MISCELLANEOUS.....</b>		<b>19</b>
1.	LABOR/MANAGEMENT.....	19
2.	DRUG AND ALCOHOL TESTING.....	19
3.	UNIFORM POLICY – NCP&RD AQUATIC PARK.....	19
4.	OVER/UNDER PAYMENTS. ....	20
5.	VIDEO CAMERAS AND GPS DATA. ....	21
6.	TRAVEL PAY AND MILEAGE REIMBURSEMENT. ....	21
7.	RULES, DEPARTMENT POLICIES AND EMPLOYMENT POLICIES AND PRACTICES. ....	21
<b>ARTICLE 15 - SAVINGS CLAUSE .....</b>		<b>22</b>
<b>ARTICLE16 – TERMINATION .....</b>		<b>23</b>

2021-2024  
AGREEMENT  
Between  
CLACKAMAS COUNTY AND  
CLACKAMAS COUNTY EMPLOYEES ASSOCIATION -  
TEMPORARIES AND PART-TIME

**PREAMBLE**

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the County, and the Clackamas County Employees Association - Temporaries and Part-Time, hereinafter referred to as the Association.

The parties agree as follows:

**ARTICLE 1 - RECOGNITION**

The County recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for allocated employees (regular part-time employees working less than 18.75 hours per week for 37.5-hour schedules and 19.75 hours per week for 40-hour schedules), and unallocated employees that are employed in County departments and divisions which are covered by the general agreement between the Clackamas County Employees' Association -Temporaries and Part-Time, and Clackamas County. Please refer to Article 13 for duration of employment and work hour limitations. Said allocated and unallocated employees that are supervisory or confidential or are exempt employees or elected officials under the County's Personnel Ordinance are not covered by this agreement.

**ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS**

The Association recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiation insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the governmental services to be rendered to the citizens of Clackamas County.
2. The determination of the County's financial, budgetary and accounting procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work;

the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to establish or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies, and the right to contract or subcontract any work.

### **ARTICLE 3 - UNION DUES**

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

2. The County will not be held liable for errors but will make proper adjustments with the Association for errors as soon as is practicable if notified within ten (10) calendar days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues, an updated list of eligible members who have union dues deducted from their pay will be delivered to the Association.

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

### **ARTICLE 4 - ASSOCIATION RIGHTS**

#### **1. Access to Workers.**

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

#### **2. 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 (2) 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 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. In addition to collective bargaining matters, Association representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Association.



e. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

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

## **6. Release Time.**

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

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

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

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

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

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

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

## ARTICLE 5 - PAID TIME OFF

### 1. Paid Time Off.

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

- i. The employee must be employed continuously for two (2) years with no breaks in service.
- ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.
- iii. The employee will be credited with a twenty-eight (28) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.
- iv. There is no accumulation of hours that may be carried from one calendar year to another.
- v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.
- vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

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

- i. The employee must be employed continuously for six (6) years with no breaks in service.
- ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.
- iii. The employee will be credited with a fifty-two (52) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.
- iv. There is no accumulation of hours that may be carried from one calendar year to another.
- v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.
- vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

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

- i. The employee must be employed continuously for nine (9) years with no breaks in service.
- ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.

- iii. The employee will be credited with a sixty-four (64) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.
- iv. There is no accumulation of hours that may be carried from one calendar year to another.
- v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.
- vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

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

- i. The employee must be employed continuously for twelve (12) years with no breaks in service.
- ii. The employee must have worked at least five hundred and twenty (520) hours during the last year.
- iii. The employee will be credited with a seventy-six (76) hour paid time off bank beginning the first of the calendar year following the year that the employee has met the requirements one and two listed above.
- iv. There is no accumulation of hours that may be carried from one calendar year to another.
- v. This paid time off can be used for sick, vacation, holiday, or bereavement leave.
- vi. The employee will be paid for any paid time the employee has not used if that employee is laid off or terminated during the fiscal year.

## **2. Sick Leave.**

- a) Effective January 1, 2016, the County will provide sick leave benefits to allocated (regular part-time employees working less than 18.75 hours per week for 37.5-hour schedules and 19.75 hours per week for 40-hour schedules) and unallocated employees.
- b) Employees will accrue one (1) hour of sick leave for every thirty (30) hours worked with a maximum accrual of eighty (80) hours per year.
- c) Employees may use sick leave in the event of illness or to care for a member of the employee's immediate family who is ill.
- d) Employees may take up to forty (40) hours of sick leave in a calendar year.
- e) Employees who separate from County employment and are rehired within one hundred and eighty (180) days will have their sick days restored upon rehire.

## ARTICLE 6- CLASSIFICATIONS

### 1. Regular Classifications.

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

### 2. Special Title Jobs.

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

## ARTICLE 7 – WAGES

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

After ratification by both parties, employees shall receive a 1.8% 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 from July 1, 2021. 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, 2022, 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, 2023, 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%. In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year. Negotiations are to start no later than February 1, 2023.

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 three and one-half percent (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. In-service training for the purpose of renewal will be done on the North Clackamas Park and Recreation District's time when possible. If an employee is unable to attend a scheduled in-service training for the purpose of renewal, that employee will be responsible for obtaining the information on the employee's own time. Additional books or materials are the responsibility of each individual staff member.

### **4. Overtime/Compensatory Time.**

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

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

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

## **5. Bilingual Skills Pay.**

- A. When a position requires an employee to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive five percent (5%) of their base hourly rate which will be added to the employee's regular salary. The term "Required Use" shall be documented by an approved Temporary Classification Questionnaire and "Certification of Bilingual Requirement" form.
- B. When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL), is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional 5% of their base hourly rate for actual time, rounded up to the nearest fifteen minutes, performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

## **6. 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 and provide mobile crisis response. It is recognized that the County may contract with other than County employees for any such shifts.

Qualified Behavioral Health Division (BHD) employees may volunteer for these shifts. Any employee volunteering for shifts must ensure it does not conflict with their regular work shift. Behavioral Health Division Management 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 shift begins on Friday and Saturday at 6:30 p.m. and ends at 8:30 a.m. the following day.

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.

3. 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. 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)
- Juneteenth (the shift beginning at 6:30 pm on June 18<sup>th</sup>)
- 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>)

4. 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 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)
- Juneteenth (the shift beginning at 6:30 pm on June 19<sup>th</sup>)
- 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>)

5. A HOLIDAY GAP SHIFT follows the Holiday Closing Shift when any holiday falls on a Friday or Saturday and begins at 8:30 a.m. and ends at 6:30 p.m.

B. COMPENSATION: After Hours assignments will be paid as follows:

1. Weekday Shift: Three (3) hours of straight time for carrying a phone 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 and completing required documentation.



2. Holiday Shift: Eight (8) hours straight time pay for carrying a phone and/or laptop. In addition, time and one-half for any hours actually worked triaging or conducting a mobile crisis response in the community and completing required documentation.
3. Holiday Closing Shift: Five (5) hours of straight time for carrying a phone and/or laptop. In addition, time and one-half for any hours actually worked triaging or conducting a mobile crisis response in the community and completing required documentation.
4. Holiday Gap Shift: Three (3) hours of straight time for carrying a phone 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 and completing required documentation.
5. 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 and completing required documentation.
6. A QMHP whose regular County position is classified as a Case Manager or another classification in a lower salary grade than Mental Health Specialist 1, 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 five percent (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.
7. Employees shall receive mileage reimbursement in accordance with the current County Travel Policy for reimbursement of personal auto expense where required in an employee's regular work.

Time spent carrying a County-issued phone 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 and from 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 ten (10) minutes of being contacted.

2. On-call staff are expected to respond on-site within one (1) hour of the decision to dispatch 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 and placed in the employee’s official personnel file maintained by Human Resources.

## **ARTICLE 9- SETTLEMENT OF DISPUTES**

### **1. Grievance Procedure.**

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

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

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

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

3. Step 1 may be skipped by mutual 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 Assistance Plan.**

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

### **2. Retirement Contributions.**

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

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

## **ARTICLE 12 - HOURS OF WORK**

### **1. Work Schedules.**

Employees in this group shall be employed in work schedules consistent with the needs of the County. Regular work schedules may be arranged with approval of management. Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and county requirements for submitting timesheets and receive prior approval before working outside their normal schedule.

### **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)

<b>Length of work period</b>	<b>Number of rest breaks required</b>	<b>Number of meal periods required</b>
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, 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 committee will be comprised of three (3) members and one (1) alternate representing the Association and three (3) representatives and one (1) alternate representing the County. Each party is entitled to have appropriate subject matter experts present as the committee meeting as need to discuss items on the agenda.

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

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

### **2. Drug and Alcohol Testing.**

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

### **3. Uniform Policy – NCP&RD Aquatic Park.**

- a. Part time temporary lifeguards will receive one (1) guard swim suit. If the employee chooses to obtain additional swim suits, they may purchase them at cost.
- b. Swim Instructors will receive one (1) instructor swim suit. If employees choose to obtain additional swim suits, they may purchase them at cost.
- c. Dry employees will receive one (1) staff shirt. If the employee chooses to obtain additional staff shirts, they may purchase them at cost.
- d. Uniform standards (cleanliness, condition) will be determined by management. In the event that uniforms are damaged at work by accident, the North Clackamas Parks and Recreation District will replace the uniform at no additional cost.

#### **4. Over/Under Payments.**

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

##### **A. Underpayments.**

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Manager, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

##### **B. Payments in Error.**

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

##### **C. Repayment to the County.**

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

- 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.

## **6. Travel Pay and Mileage Reimbursement.**

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

## **7. Rules, Department Policies and Employment Policies and Practices.**

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

rules shall be resolved through the grievance procedure. The County will comply with ORS 243.698 when the County seeks to change or create new policy or work rules.

#### **ARTICLE 15 - SAVINGS CLAUSE**

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



**ARTICLE 16 – TERMINATION**


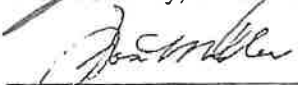
1. This Agreement shall become effective July 1, 2021 or upon ratification, whichever occurs later, except as otherwise agreed, and shall remain in full force and effect through June 30, 2024 or the date of signing a subsequent Agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2024, and each year thereafter unless either party shall notify the other in writing no later than January 1, 2024 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, \_\_\_\_\_, 2022.

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

**For the County:**

  
\_\_\_\_\_  
Kevin Keaney, Chief Negotiator  
  
\_\_\_\_\_  
Don Miller, CCEA President

\_\_\_\_\_  
Chair, Board of County Commissioners  
  
\_\_\_\_\_  
Recording Secretary  
  
\_\_\_\_\_  
Eric Sarha, Chief Negotiator