

# AGENDA

**Thursday, January 21, 2016 - 6:00 PM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2016-

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Recognition of Clackamas County's Business Leaders in Sustainability (Eben Polk)

**II. 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.)*

**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. Health, Housing & Human Services**

1. Approval of Intergovernmental Agreement No. 150463 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of Oregon Medicaid Administrative Claiming Pilot Services – *Social Services*
2. Approval of Sub-Recipient Agreement Amendment #1 with the City of Wilsonville/Wilsonville Community Center to provide Social Services for Clackamas County Residents – *Social Services*
3. Approval to an Intergovernmental Agreement No. 5803 with the Oregon Department of Education, Early Learning Division to Provide Early Learning Hub Services – *Children, Youth & Families*

**B. Department of Transportation & Development**

1. Approval of Amendment No. 1 to Intergovernmental Agreement No. 29903 with Oregon Department of Transportation for the SE 122<sup>nd</sup> and 132<sup>nd</sup> Avenue Sidewalk Connections Project

**C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

**D. Business & Community Services**

1. Approving the Delegation to Business and Community Services to Grant Easements Over County-Owned Portions of the Tualatin River and Approval of Terms of an Easement for this Purpose

**E. Department of Employee Services**

1. Approval of Labor Contract between Clackamas County and the Clackamas County Employee Association (EA)
2. Approval of Labor Contract between Clackamas County and the Clackamas County Employee Association for the Housing Authority of Clackamas County (EAHA)
3. Approval of Labor Contract between Clackamas County and the Clackamas County Employee Association – Temp and Part Time (EA-T)
4. Approval of Labor Contract between Clackamas County and AFSCME Department of Transportation and Development (AFSCME-DTD)
5. Approval of Labor Contract between Clackamas County and AFSCME Water Environmental Services (AFSCME-WES)

**IV. WATER ENVIRONMENT SERVICES**

*(Service District No. 1, Tri-City Service District & Surface Water Management Agency of Clackamas County)*

1. Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clean Water Services for the Acceptance of Class B Biosolids for Beneficial Use
2. Resolution No. \_\_\_\_\_ Approval for Clackamas County Service District No. 1 to Enter a Joinder to Trust Agreement for Insurance Coverage through the Special District Association of Oregon
3. Resolution No. \_\_\_\_\_ Approval for Tri-City Service District to Enter a Joinder to Trust Agreement for Insurance Coverage through the Special District Association of Oregon
4. Resolution No. \_\_\_\_\_ Approval for Surface Water Management Agency of Clackamas County to Enter a Joinder to Trust Agreement for Insurance Coverage through the Special District Association of Oregon
5. Approval of Contract Documents between Tri-City Service District and CH2M Hill Engineers, Inc. for Consulting Services Related to the Tri-City Service District and Clackamas County Service District No. 1 Sanitary Sewer System Master Plan - *Purchasing*
6. Approval of Contract Documents between Clackamas County Service District No. 1 and CH2M Hill Engineers, Inc. for Consulting Services Related to the Tri-City Service District and Clackamas County Service District No. 1 Sanitary Sewer System Master Plan - *Purchasing*

**V. COUNTY ADMINISTRATOR UPDATE**

**VI. 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. [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)**



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

January 21<sup>st</sup>, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Recognition of Clackamas County's Business *Leaders in Sustainability*

<b>Purpose/Outcomes</b>	Recognize 24 newly certified businesses, and update the Board on the success of the <i>Leaders in Sustainability</i> program.
<b>Fiscal Impact</b>	None
<b>Funding Source</b>	N/A
<b>Duration</b>	Ongoing
<b>Previous Action</b>	None
<b>Strategic Plan Alignment</b>	1. County Plan: Grow a vibrant economy. 2. County Plan: Honor...our natural resources. 3. Department Plan: The Resource Conservation & Solid Waste (RC&SW) program in DTD includes consultation services for businesses and tracks the adoption of key waste reduction practices by businesses.
<b>Contact Person</b>	Eben Polk, Supervisor, DTD RC&SW– 503-742-4470

## BACKGROUND

Clackamas County's Resource Conservation & Solid Waste program provides hands-on assistance to more than 750 Clackamas County businesses every year. Our advisors help businesses, non-profits and local governments make operational improvements that improve efficiency, foster innovation, reduce negative environmental impacts and, often, save money. The assistance is tailored to the business' needs.

Clackamas County and other local governments in the region have had business recognition programs for over 10 years. In the last year, we revised our program with help from local businesses to keep pace with emerging priorities of the private sector and remain relevant.

Our revised program, *Leaders in Sustainability*, certifies and recognizes businesses that prevent waste; conserve energy and water; use fewer toxic materials and safer, greener materials, and support employees and their community.

Businesses are motivated to seek out and adopt these practices for many reasons, including to:

- save money;
- conserve resources;



M. BARBARA CARTMILL  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

- gain an advantage in recruiting and retaining talented staff;
- benefit marketing;
- mitigate risk;
- reduce negative impacts of pollution and waste;
- support corporate social responsibility plans; and
- demonstrate a commitment to maintain for future generations the quality of life and choices we have today.

Since the program launch, 24 businesses representing more than 1,700 employees have been certified and several more businesses (including Dave's Killer Bread, Microsoft, Marylhurst University and WARN Industries) are in the process of certification. Today we are proud to share with you those that have been certified as *Leaders in Sustainability*. Representatives from a few of those businesses will also be present to comment on their experience.

#### **RECOMMENDATION**

Staff recommends the Board recognize and celebrate the following recently certified businesses and organizations:

Babica Hen Café	Microsoft – Perceptive Pixel
Bike Gallery	NAI Norris, Beggs & Simpson Centerpointe
City Of Happy Valley	New Seasons Market - Lake Oswego
Coffee Creek Correctional Facility	New Seasons Market- Happy Valley
Danielsons	Nicholas G. Dose, DMD
Friends of Robinwood Station	General Sheet Metal
Gubanc's	Rockwell Collins
Happyrock Coffee Roasting Co.	Sandy Community Action Center
Kyra's Bake Shop	Shear Creations
Lake Grove Car Wash	Tucci Ristorante
Lake Oswego Chamber Of Commerce	Vandenburgh Jewelers
Mary's Woods	Wishbone Home and Design

Respectfully submitted,

Dan Johnson  
Assistant Director  
Transportation & Development

# Business Recognition



**Board of County Commissioners  
Business meeting presentation  
January 21<sup>st</sup>, 2016  
Resource Conservation & Solid Waste**

# Business Technical Assistance

- Operational efficiencies and innovation
- Safer, healthier, greener workplaces
- Reduce operational costs



# New Program

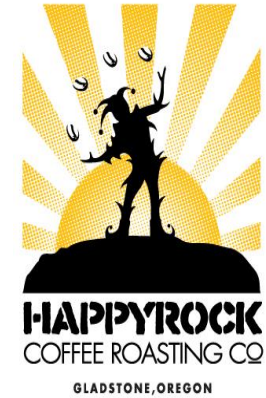
Driving towards practices that create financial, organizational, environmental, and community benefits

- /// Less waste, more recycling
- /// Reduce energy & water use
- /// Safer, healthier materials & products
- /// Community engagement and employee support



Sector specific assessments





- /// Danielsons
- /// Nicholas G. Dose, DMD
- /// Vandenburg Jewelers
- /// Lake Oswego Chamber of Commerce
- /// Friends of Robinwood Station
- /// Sandy Community Action Center
- /// Happyrock Coffee Roasting Co.

NICHOLAS G. DOSE, DMD, PC  
Family Dental Care in Lake Oswego

**Danielsons**



**Friends of Robinwood Station**



- /// Shear Creations
- /// Lake Grove Car Wash







- /// Babica Hen Café
- /// Coffee Creek Correctional Facility
- /// Gubanc's
- /// Kyra's Bake Shop
- /// Tucci Ristorante
- /// Mary's Woods
- /// Norris, Beggs & Simpson
- /// Bike Gallery
- /// City of Happy Valley
- /// Wishbone Home & Design
- /// New Seasons Market
- /// Rockwell Collins
- /// General Sheet Metal
- /// Microsoft





# Rockwell Collins

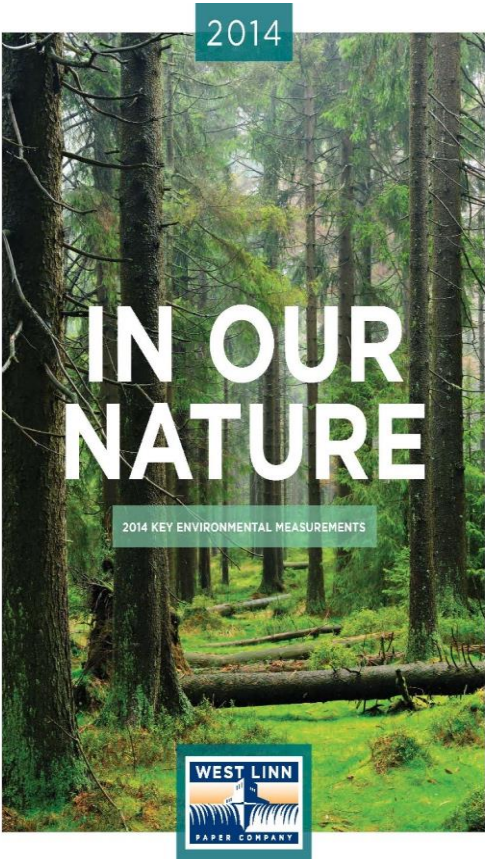


# West Linn Paper



SUSTAINABLE  
FORESTRY  
INITIATIVE

SFI-00772



The mark of  
responsible forestry

# Babica Hen Café – Gubanc's



Thank you!

Questions?



Department of Transportation & Development  
Resource Conservation & Solid Waste

January 21, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #150463 with The State of Oregon,  
Department of Human Services, Aging and People with Disabilities Division for  
the Provision of Oregon Medicaid Administrative Claiming Pilot Services

<b>Purpose/Outcomes</b>	To provide Oregon Medicaid Administrative Claiming Pilot (OMAC) Services to streamline access to publicly funded programs for residents of Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$20,000. Funded by Federal Medicaid funds.
<b>Funding Source</b>	Medicaid - County General Funds are involved for Match.
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7525

**Background**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of Intergovernmental Agreement #150463 with The State of Oregon, Department of Human Services, Aging and People with Disabilities Division. This agreement provides funding for continued Medicaid outreach and screening services under the Oregon Medicaid Administrative Claiming Pilot (OMAC) to residents of Clackamas County.

This agreement reflects the OMAC funding for July 1, 2015 through June 30, 2016. The agreement was reviewed and approved by County Council on January 5, 2016. County General Fund dollars will be used as match for this agreement.

**Recommendation**

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

January 21, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Subrecipient Agreement Amendment #1 with the City of  
Wilsonville/Wilsonville Community Center to provide Social Services  
for Clackamas County Residents

<b>Purpose/Outcomes</b>	Amendment No. 1 to the Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide social services to Clackamas County residents age 60 and over. These services enable residents to remain engaged in their community
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is increased by \$7,040 for a revised contract maximum of \$55,972. The contract is funded through the Social Services Division Program agreement with the Oregon Department of Human Services.
<b>Funding Source</b>	The Older American Act (OAA) - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	072315-A1
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7295

**Background**

The Social Services Division of the Health, Housing & Human Services Department (H3S) requests the approval of a Subrecipient Agreement 16-006, Amendment #1 with the City of Wilsonville/Wilsonville Community Center. This is a budget adjustment that redistributes the OAA nutrition program funding and adds State funds for approved evidence-based Physical Activity/Falls Prevention programming.

This amendment increases the agreement amount by \$7,040; for an amended agreement maximum of \$55,972. This agreement is in the format approved by County Counsel as part of the H3S contract standardization project. No County General Fund dollars are involved. This amendment is effective July 1, 2015 and continues through June 30, 2016.

**Recommendation**

We recommend the approval of this agreement and that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Richard Swift, Director  
Health Housing and Human Services



Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 7295 SubRecipient #: 16-006 Board Agenda #: 072315-A1

Division: Social Services Amendment Number: 1

Contractor City of Wilsonville/Wilsonville Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that redistributes the nutrition program funding, adds State funds for approved evidence-based Physical Activity/Falls Prevention programming and adds Ride Connection funded transportation. This results in an increase to the contract budget of \$7,040.

---

This Amendment #1, when signed by the City of Wilsonville/Wilsonville Community Center ("SUBRECIPIENT") and the Human Health and Housing Services Department on behalf of Clackamas County will become part of the Agreement documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2015 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and County desire to amend the Agreement pursuant to this Amendment; and

NOW, THEREFORE, the County and SUBRECIPIENT hereby agree that the Agreement is amended as follows

I. AMEND: AGREEMENT

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$48,932**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)

TO READ:

4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$55,972**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)

- II. AMEND: Exhibit 6 – Budget and Units of Services, Page 3 - Unit Cost Schedule

TO READ: Exhibit 6 – Budget and Units of Services, Page 4 – Unit Cost Schedule

Except as set forth herein, the County and the SUBRECIPIENT ratify the remainder of the Agreement and affirm that no other changes are made hereby.

IN WITNESS HEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

<p><b>City of Wilsonville</b> <b>Wilsonville Community Center</b></p> <p>By: _____ Bryan Cosgrove, City Manager</p> <p>_____</p> <p>Date</p> <p>Approved as to content:</p>	<p><b>CLACKAMAS COUNTY</b> Commissioner: John Ludlow, Chair Commissioner: Jim Bernard Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Tootie Smith</p> <p><b>Signing on Behalf of the Board:</b></p> <p>_____</p> <p>Richard Swift, Director Department of Human Services</p> <p>_____</p> <p>Date</p>
<p>_____</p> <p>Date</p>	<p>_____</p> <p>Date</p>

January 21, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to an Intergovernmental Agreement #5803 with the Oregon Department of Education, Early Learning Division to Provide Early Learning Hub Services

<b>Purpose/Outcomes</b>	The Early Learning program provides research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness. An expected outcome associated with this program is an increase in the percentage of children receiving services arriving at kindergarten prepared to learn.
<b>Dollar Amount and Fiscal Impact</b>	The total dollar payable to County is \$1,701, 689.55. These funds cover January 1, 2016 through September 30, 2017. A portion of the funds will support Children Youth & Families staffing with the remainder supporting local provider contracts and operating costs.
<b>Funding Source</b>	Oregon Department of Education, Early Learning Division. County is a Vendor under this agreement.
<b>Duration</b>	Effective upon signature of all parties and terminates on September 30, 2017.
<b>Previous Board Action</b>	N/A
<b>Strategic Plan Alignment</b>	1. Provides for Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Rodney A. Cook, Director 503-650-5677
<b>Contract No.</b>	7534

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement #5803 with Oregon Department of Education, Early Learning Division for operation of the Early Learning Hub. Services to be provided under this contract include: Great Start, Family Support, Kindergarten Partnership and Innovation, School Readiness, Healthy, Stable & Attached Families services. The target population for these services are children who are at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.

This agreement has been reviewed and approved by County Counsel on January 11, 2016.

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment to the Intergovernmental Agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director  
Health, Housing & Human Services

**Agreement Number 5803**

**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.

This Agreement is between the State of Oregon, acting by and through its Department of Education (ODE) on behalf of its Early Learning Division (ELD) and the Early Learning Council (ELC),and,

**Clackamas County  
2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: (503) 650-5678  
Facsimile: (503) 650-5674  
E-mail address: [rodcoo@co.clackamas.or.us](mailto:rodcoo@co.clackamas.or.us)**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to the ODE

**Early Learning Division (ELD)  
775 Court Street  
Salem, Oregon 97301  
Agreement Administrator: Denise Swanson or delegate  
Telephone: 503-798-7120  
E-mail address: [Denise.Swanson@state.or.us](mailto:Denise.Swanson@state.or.us)**

**1. Effective Date and Duration.**

Upon signature by all applicable parties, this Agreement shall become effective on the later of: (i) January 1, 2016 or, (ii) when required, the date this Agreement is approved by the Department of Justice. . Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate on **September 30, 2017**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement: (1) Exhibit A, Part 1: Statement of Work

- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Insurance Requirements
- (6) Exhibit D: Required Federal Terms and Conditions
- (7) Exhibit E, Part 1: Great Start Program Requirements
- (8) Exhibit E, Part 2: Family Support Services Program Requirements
- (9) Exhibit E, Part 3: Kindergarten Partnership and Innovation Program Requirements
- (10) Exhibit E, Part 4: School Readiness Program Requirements
- (11) Exhibit E, Part 5: Healthy, Stable and Attached Families Program Requirements
- (12) Attachment 1: Governance Structure
- (13) Attachment 2: Formalized Collaborative Relationships
- (14) Attachment 3: Outcomes, Metrics, Baselines and Targets

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, A, B, C, E and all Attachments.

For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

- a.** The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$1,701,689.55. ODE will not pay County 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. ODE will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. **Vendor or Sub-Recipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, ODE's determination is that:

County is a sub-recipient; **OR**  County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.556 (Family Support Services – Title IV-B2)

5. **County Data and Certification.**

a. County Information. County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**Proof of Insurance:**

Workers' Compensation Insurance Company: \_\_\_\_\_

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement approval. County shall provide proof of Insurance upon request by ODE or ODE designee.

b. **Certification.** 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. Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies that:



- (1) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
  - (2) The information shown in this Section 5., County Data and Certification , is County's true, accurate and correct information;
  - (3) 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;
  - (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
  - (5) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>; and
  - (6) County is not subject to backup withholding because:
    - (a) County is exempt from backup withholding;
    - (b) 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
    - (c) The IRS has notified County that County is no longer subject to backup withholding.
- c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to ODE is true and accurate. If this information changes, County is also required to provide ODE with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures.**

**Clackamas County:**

**By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

**State of Oregon acting by and through its Department of Education**

**By:**

---

Authorized Signature	Title	Date
----------------------	-------	------

**Approved for Legal Sufficiency: Approved by David Elott via email dated December 31, 2015**

Other review Signatures:

---

Authorized Signature	Title	Date
----------------------	-------	------

## **EXHIBIT A**

### **Part 1 Statement of Work**

#### **1. Preamble**

ELD supports Oregon's young children and families to learn and thrive. All of our work is in service to children, families and communities. ELD knows that historically underserved communities represent Oregon's best opportunity to improve educational outcomes. Strength-based approaches and asset-based mindsets will support our efforts to institutionalize equity. ELD recognizes in order for each and every child and family to learn and thrive, ELD has to provide differentiated, person-centered resources and support.

ELD supports culturally responsive services that are respectful of, and relevant to, the beliefs, practices, culture and linguistic needs of diverse consumer/client populations and communities. Cultural responsiveness describes the capacity to respond to the issues of diverse communities and requires knowledge and capacity at different levels of intervention and service delivery: systemic, organizational, professional and individual.

#### **ELD Contractors and Service Providers need to ensure the following:**

- a. Work to build a service delivery climate that promotes acceptance, inclusion and respect for cultural and linguistic diversity;
- b. Staff understand the communities they serve, in a non-static manner, including their culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. This knowledge needs to be applied in a responsive, non-limiting and non-stereotyping manner;
- c. Staff must interact with service users in a way that demonstrates understanding of cultural norms, values, everyday practices and routines, including food, greetings and family conventions;
- d. Staff must engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users and use this knowledge to engage service users at a higher level of inclusion and respect; and
- e. Utilize data to understand the service population and to determine service needs. Data must be used in the determination of target populations and the prioritization of services.

#### **2. Definitions:**

As used in this Agreement, the following words and phrases shall have the indicated meanings:

**a. Administrative Overhead:** Any dollar expended or coordinated by County for Early Learning Services that is not spent directly on services for children or on preparing and evaluating services for children. This is the cost of operating administrative functions supporting the delivery of Early Learning Services by the County or an Early Learning Service Provider, and may include staff duties such as payroll processing and data entry and non-program related costs including space, supplies and phones. If individuals spend more than 15% of their time on these functions, their salaries and expenses must be prorated between program and Administrative Overhead.

**b. Age of Onset Services:** The age at which a child begins to receive Early Learning Services – including home based services, Respite Care, early learning experiences or developmental screening – funded in whole or in part by the State of Oregon.

**c. At Risk:** [Oregon Laws 2012, Chapter 37, section 12](#) sets forth a statutory definition of what “At Risk” means for children in the Early Learning System: “At Risk means a child who is at risk of not entering school ready to learn due to factors including but not limited to: living in a household that is at or near poverty, as determined under federal poverty guidelines; living in inadequate or unsafe housing; having inadequate nutrition; living in a household where there is significant or documented domestic conflict, disruption or violence; having a parent who suffers from mental illness, who engages in substance abuse or who experiences a developmental disability or an intellectual disability; living in circumstances under which there is neglectful or abusive care-giving; having unmet health care and medical treatment needs and having a racial or ethnic minority status that is historically consistent with disproportionate overrepresentation in academic achievement gaps or in the systems of child welfare, foster care or juvenile or adult corrections.”

**d. Coverage Area:** The geographic area in which County will be coordinating Early Learning Services and providing the services required by this Agreement.

**e. Early Learning Hub or Hub:** The full range of Early Learning Services in the Coverage Area coordinated by a designated entity and designed to produce better Outcomes for children and families in the following areas: increasing the number of children who arrive at kindergarten ready to learn, increasing family stability, increasing the coordination and efficacy of the Early Learning System in order to attain Oregon’s 40-40-20 Educational Goal.

**f. Early Learning Services:** Any service that supports the development of a child, allowing them to arrive at kindergarten prepared to learn. Early Learning Services include, but are not limited to: early education and child care settings, home visiting services, Respite Care, and developmental screening.

**g. Early Learning Service Provider or Provider:** Any entity or professional working in early learning and development programs including but not limited to center-based and family child care providers, infant and toddler specialists, early intervention specialists and early childhood special educators, home visitors, Respite Care providers,

related service providers, administrators, Head Start teachers, Early Head Start teachers, preschool and other teachers, teacher assistants, family service staff, and health coordinators.

- h. Early Learning System:** The full range of Early Learning Services, spanning health care, human services, early childhood education and private sector programs.
- i. Goal:** Long range expression of success for a population of children/families.
- j. Key Activities:** Actions that lead to Outcomes and are important steps to achieve the Goals.
- k. Kindergarten Assessment (KA):** An assessment given to all Oregon kindergartners to measure areas of school readiness.
- l. Metric:** Any type of quantitative gauge used in the practice of performance measurement and management.
- m. Outcome:** The end result of a Key Activity or strategy. Outcomes indicate progress toward the overall Goal(s). Outcomes are expressed through Targets set year to year.
- n. Patient-Centered Primary Care Home (PCPCH):** A health care clinic that has been recognized for its commitment to patient-centered care.
- o. Performance Based Contracting:** The State expectation of performance against Goals in returned for continued contracting.
- p. Quality Rating Improvement System (QRIS):** A systemic approach to assess, improve, and communicate the level of quality in early learning and development programs.
- q. Respite Care:** Planned or crisis related short-term relief for families and primary caregivers to restore and strengthen the family's ability to continue providing care for At-Risk children.
- r. Served/service:** Service is meant to count interventions that will change Outcomes for children. The Early Learning Council recognizes that each type of Early Learning Service Provider has a different definition for what it means to have "Served" a child. For purposes of this Agreement, it is sufficient to use the Early Learning Service provider's individual programmatic definitions.
- s. Strategy:** Describes at a high level how work will be accomplished.
- t. Target:** The specific level of a Metric to achieve by a certain date. Targets should be ambitious but achievable (for example, Targets should not be so easy that 100

percent achievement is virtually assured and not so hard that 100 percent achievement is virtually impossible).

**u. Target Population:** The portion of children and families in the Coverage Area which an Early Learning Hub will be focusing its coordination of Early Learning Services.

**v. Work Plan:** Identification of Strategies the County will perform, Metrics the County will use, and Outcomes, and Targets that the County will be accountable for.

**2. Governance:**

County shall:

- a. Establish and maintain a Governance Structure as identified in Attachment 1 – Governance Structure.
- b. Provide 30 day prior written notice to ELD Agreement Administrator for proposed governance structure design changes.

**3. Work Plan**

County shall:

Develop and submit to the ELD Agreement Administrator for review and approval, a yearly Work Plan describing County’s Strategies, Key Activities and responsible entities to achieve the Outcomes and Targets set forth in Attachment 3 and complete the Work required by this Agreement. If County desires to adjust a previously approved Work Plan, County shall submit the proposed Work Plan adjustments to the ELD Agreement Administrator for review and approval. Work Plan adjustment may be submitted quarterly.

**4. Coverage Area:**

County shall:

- a. Provide services, required by this Agreement, in Clackamas County.
- b. Negotiate additional services areas as requested by ELD.

**5. Coordinated Service Delivery**

County shall, in its Coverage Area:

- a. Function as the coordinating body to identify early learning resources and services, to coordinate the delivery of those resources and services to children 0 through 6 and their families and to help align resources in order to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3.

If Early Learning Services are not available in the Coverage Area or existing Providers have insufficient capacity in the Coverage Area (other than those services identified in subsections e. through i... below, which County may provide through sub-contracts without regard to current availability or capacity and without further approval from the ELD Agreement Administrator), County may, with the prior written consent of the ELD Agreement Administrator, subcontract for the delivery of those services.

- b. Coordinate with Early Learning Service Providers in the Coverage Area to achieve Outcomes related to kindergarten readiness, stable and attached families and system coordination, as identified in Attachment 3, with specific focus on the Target Population. ELD has determined there are 13,234 At-Risk Children in the County's Coverage Area. County has designated the following as its Target Population: All At-Risk Children and their families.
- c. Submit Sub-Contractor vetting process to ELD Agreement Administrator for review and approval.
- d. Create the following and provide to the ELD Agreement Administrator upon request:
  - (1) Performance-based subcontracts for any subcontracted Providers, with assistance from ELD as needed, focusing on achieving specified Outcomes.
  - (2) Memoranda of understanding with the collaborators identified in Attachment 2 – Formalized Collaborative Relationships.
- e. Provide through sub-contracts Great Start services in accordance with Exhibit E, Program Requirements, Part 1.
- f. Provide through sub-contracts Family Support services in accordance with Exhibit E, Program Requirements, Part 2.
- g. Provide through sub-contracts Kindergarten Partnership and Innovation services in accordance with Exhibit E, Program Requirements, Part 3.
- h. Provide through sub-contracts School Readiness services in accordance with Exhibit E, Program Requirements, Part 4.
- i. Provide through sub-contracts Healthy, Stable and Attached Family services in accordance with Exhibit E, Program Requirements, Part 5.

## 6. Community and State Collaboration

County shall, in its Coverage Area:

- a. Serve as the backbone organization for a cross-sector, community collaborative action to achieve the Outcomes described in this Agreement, including but not restricted to:
  - (1) Coordination of developmental screening services,
  - (2) Establishment of a county-wide social emotional framework for children and their families,
  - (3) Establishment of linkages to a coordinated referral system which would include the BabyLink referral line, the Family Education Support Network website, 211Info/Fam, Child Care Resource and Referral among others.
  - (4) Development of coordinated home visiting programming which would include the expansion of BabyLink referral line beyond birth to 3 years of age with Head Start, Oregon Pre-K, and Early Intervention/Early Childhood Special Education among others
  - (5) Expansion of family resource coordination efforts in elementary school PreventNet sites that would assist early childhood families in their transition into kindergarten
  - (6) Establishment of greater linkages between health providers, CCO's and early childhood providers in such ways as the development of strong partnerships in the Cover Oregon outreach collaborative, and the Oregon Pediatric Society's Screening Tool and Referral Training program (START).
- b. Collaborate with local Coordinated Care Organizations (CCO) to meet the terms of community assessment mandated by SB 436.
- c. Participate in planning and implementing ELD funded statewide campaigns related to quality child care, kindergarten readiness and the importance of developmental screening and other statewide early learning initiatives.
- d. Participate in twice yearly Early Learning System ELD- facilitated learning collaboratives focused on overall challenges and opportunities facing Early Learning Hubs.
- e. Designate an appropriate County staff, governing body member, and/or collaborator to participate in Early Learning Division and other state agency shared learning collaborative focused specifically on policy issues related to early learning alignment.



- f. Designate an appropriate County staff, governing body member, and/or collaborator to participate in other learning collaborative efforts as they emerge.
- g. Work productively and proactively with ELD assigned facilitator, including participation in:
  - (1) Regular phone calls; and
  - (2) Yearly site visits.
- h. Complete an equity self-assessment by June 30, 2016 in the tool developed ELD.
- i. Complete a demographic analysis by June 30, 2017 in the tool developed ELD, that compares the population demographics of the Coverage Area with the actual population served.
- j. Ensure all staff providing direct services to the Target Population completes an open source training by June 30, 2016 on structural racism. ELD will provide specific training documents.

## **7. Performance Standards and Outcomes**

County shall:

- a. Recognize that the Strategies and Key Activities identified in County's Work Plan should roll up into comprehensive Outcomes and Targets identified in **Attachment 3– Outcomes and Targets**.
- b. In collaboration with ELD, update between August and September each year the performance Targets for each of the performance Metrics in Attachment 3.
- c. Achieve annual Targets set forth in Attachment 3.
- d. Meet the highest standards prevalent in the industry or business most closely involved in providing services under this Agreement.

## **8. Data and Reporting Requirements**

County shall:

- a. Provide input and feedback to ELD to design data collection tools including:
  - (1) Data collection requirements;
  - (2) Methodology for collection of data;
  - (3) Coordinating the collection of data;
  - (4) Rolling out collection of data and associated business process to Early Learning Service Providers coordinated by County;
  - (5) Provide feedback on functionality of data collection tools for improvement.

- b. Provide reports as follows:
  - (1) Monthly Reports: Submit by the 5<sup>th</sup> of each month for the previous month utilizing the monthly funding draw report.
  - (2) Quarterly Reports: Submit by the 15<sup>th</sup> of November, April, May and August of each year utilizing the Hub Reporting Workbook.
  - (3) Annual Reports: Submit an expense report and progress towards Outcomes and Targets report by the 15<sup>th</sup> of August each year utilizing the Hub Reporting Workbook.
  - (4) Equity Report: Utilizing the information provided by the equity self-assessment tool and demographic analysis, identify gaps in services by June 30, 2017 and provide a written report to the Agreement Administrator.
- c. Work with ELD to provide additional data and information as needed for reports.

**9. Agreement Administration**

County shall:

- a. Participate in ELD annual performance/contract reviews and learning collaboratives.
- b. Address performance deficiencies with any subcontracted Providers including implementation of work plans to improve performance and take corrective action as needed.

**10. Budget Requirements:**

County shall:

- a. Develop a locally focused comprehensive children's budget that reflects the resources for all Early Learning Services coordinated by County in the Coverage Area and submit to ELD no later than September 1st of every odd year. Ensure funders are willing to establish shared Outcomes and support activities to achieve them. Ensure that coordinated and subcontracted service Providers are accountable to providing services in a cost efficient manner. Work towards braided and blended funding.
- b. No more than 15% of the total funds provided to County under this Agreement (other than funds provided to County for Family Support Services) may be expended on Administrative Overhead. No more than 10% of the funds provided to County under this Agreement for Family Support Services may be expended on Administrative Overhead.

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions

- a. As consideration of services provided by ODE during the period specified in Section 1. Effective Date and Duration, ODE will pay, in accordance with the payment provisions of this Agreement, an amount not to exceed the amount specified in Section 3.a Consideration of this Agreement, to be paid as follows:
- (1) Beginning January 1, 2016 through June 30, 2017:  
\$27,438.68 per month for Hub Coordination
  - (2) Beginning July 1, 2017 through September 30, 2017:  
\$26,498.50 per month for Hub Coordination
  - (3) In addition to the amount set forth in subsection (1) and (2) above:  
Beginning January 1, 2016 through June 30, 2017:  
Up to \$71,317.87 for Great Start Service expenses, disbursed on an expense reimbursement basis  
Up to \$133,585.85 for Family Support Service expenses, disbursed on an expense reimbursement basis  
Up to \$474,065.06 for Kindergarten Partnership and Innovation Service expenses, disbursed on an expense reimbursement basis  
Up to \$184,105.24 for School Readiness Services expenses, disbursed on an expense reimbursement basis  
Up to \$113,119.64 for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis  
Beginning July 1, 2017 through September 30, 2017:  
Up to \$10,697.71 for Great Start Service expenses, disbursed on an expense reimbursement basis

Up to \$22,264.35	for Family Support Service expenses, disbursed on an expense reimbursement basis
Up to \$80,033.58	for Kindergarten Partnership and Innovation Service expenses, disbursed on an expense reimbursement basis
Up to \$24,224.37	for School Readiness Services expenses, disbursed on an expense reimbursement basis
Up to \$14,884.16	for Stable, Healthy and Attached Family Service expenses, disbursed on an expense reimbursement basis

The funds set forth in Sections 1.a(1) and (2) may be expended only on the delivery of services under this Agreement and the funds identified in Section 1.a(3) for a specific service may be expended only on the delivery of the specified service.

- b.** County shall send all invoices to ELD’s Agreement Administrator at the address specified on page 1, or to any other address as ODE may indicate in writing to County. The invoice shall describe the work performed during the period covered by the invoice. County’s claims to ODE for overdue payments on invoices are subject to ORS 293.462.
- c.** Payment will be made by ODE to the County monthly, on or after the first of each month following the month in which the services were performed, provided County is not in default hereunder and subject to receipt and approval by the ELD Agreement Administrator of County’s invoice referenced above and County’s report as specified in **EXHIBIT A, Part 1, Statement of Work, Section 8. Data and Reporting Requirements.**
- d.** County must demonstrate a 25% percent local match of the funds provided to County under Sections 1.a(1) and (2) above.

**2. Travel Expenses.**

ODE shall not reimburse County for any travel expenses under this Agreement.

## EXHIBIT A

### Part 3 Special Terms and Conditions

#### 1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated a confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. ODE, County and any subcontractor will share information as necessary to effectively serve ODE clients.

#### 2. Amendments.

- a. ODE reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) ODE may extend the Agreement for additional periods, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODE's satisfaction with performance of the work or services provided by the County under this Agreement.
  - (2) ODE may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODE so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODE further reserves the right to amend the Statement of Work based on the original scope of work of RFA # 102-2183-14 or the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

**3. Background Checks. Reserved.**

- 4. Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the Agreement Administrator. The County will make immediate contact with the ODE office when media contact occurs. The Agreement Administrator will assist the County with an appropriate follow-up response for the media.

**5. Mandatory Reporting. Reserved**

- 6. Nondiscrimination.** The County must provide services to ODE clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODE, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) **Due Authorization.** The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable

law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** ODE represents and warrants as follows:

- (1) Organization and Authority. ODE has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by ODE of this Agreement (a) have been duly authorized by all necessary action by ODE and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODE is a party or by which ODE may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODE of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered by ODE and constitutes a legal, valid and binding obligation of ODE, enforceable in accordance with its terms subject to the laws of bankruptcy,



insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Funds Available and Authorized; Payments.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODE receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODE, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODE. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODE represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with all Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODE. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to ODE on a ODE-approved form. ODE is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and ODE, result in payments to County to which County is not entitled, ODE, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7 below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify ODE that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

- 7. Compliance with Law.** Nothing in this Agreement shall require County or ODE to act in violation of state or federal law or the Constitution of the State of Oregon.

## **8. Ownership of Intellectual Property.**

- a.** Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than ODE or County.
  - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that County is required to deliver to ODE pursuant to the Work.
- b.** Original Works. All Work Product created by County pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of ODE. ODE and County agree that all Work Product is "work made for hire" of which ODE is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," County hereby irrevocably assigns to ODE any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon ODE's reasonable request, County shall execute such further documents and instruments necessary to fully vest such rights in ODE. County forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c.** In the event that Work Product is County Intellectual Property, a derivative work based on County Intellectual Property or a compilation that includes County Intellectual Property, County hereby grants to ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display County Intellectual Property and the pre-existing elements of the County Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.
- d.** In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, County shall secure on ODE's behalf and in the name of ODE an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on ODE's behalf.

- e. If state or federal law requires that ODE or County grant to the United States a license to any intellectual property, or if state or federal law requires that the ODE or the United States own the intellectual property, then County shall execute such further documents and instruments as ODE may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODE
  - f. County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as ODE may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 9. County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODE to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;
  - c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
  - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**10. ODE Default.** ODE shall be in default under this Agreement upon the occurrence of any of the following events:

- a. ODE fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by ODE herein or in any documents or reports relied upon by County to measure performance by ODE is untrue in any material respect when made.

**11. Termination.**

a. County Termination. County may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to ODE;
- (2) Upon 45 days advance written notice to ODE, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
- (3) Upon 30 days advance written notice to ODE, if ODE is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to ODE, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. ODE Termination. ODE may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if ODE does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODE under this Agreement, as determined by ODE in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODE may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODE's legislative authorization for expenditure of funds to such a degree that ODE will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODE in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;

- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODE no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
  - (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as ODE may specify in the notice;
  - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. ;
  - (6) Immediately upon written notice to County, if ODE determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
- c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**12. Effect of Termination**

- a. Entire Agreement.
  - (1) Upon termination of this Agreement, ODE shall have no further obligation to pay County under this Agreement.
  - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
- b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**13. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**14. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**15. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition,

County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that ODE and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

**16. Information Privacy/Security/Access. Reserved**

**17. Force Majeure.** Neither ODE nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODE or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODE may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.

**18. Assignment of Agreement, Successors in Interest.**

- a.** County shall not assign or transfer its interest in this Agreement without prior written approval of ODE. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODE may deem necessary. No approval by ODE of any assignment or transfer of interest shall be deemed to create any obligation of ODE in addition to those set forth in the Agreement.
- b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

**19. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

**20. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODE'S prior written consent. In addition to any other provisions ODE may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODE will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8,

15, 16, 18, 21, and 23 of this Exhibit B. ODE'S consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.

21. **No Third Party Beneficiaries.** ODE and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of ODE to assist and enable ODE to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or ODE at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

**ODE:**

**Karen Hull**  
255 Capital Street NE  
Salem, OR 97301  
Telephone: 503-947-5647  
Facsimile: 503-378-5156

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Construction. Reserved**
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 30, with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable



considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 31. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 32. Stop-Work Order.** ODE may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODE shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the Agreement as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, ODE may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

- 33. Time is of the Essence.** County agrees that time is of the essence under this Agreement.

## EXHIBIT C

### Subcontractor Insurance Requirements

**General Requirements.** County shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between County and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODE. County shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall County permit a contractor to work under a Subcontract when the County is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with whom the county directly enters into a contract. It does not include a subcontractor with whom the contractor enters into a contract.

- 1. Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.

- 2. Professional Liability.**

Required by ODE  Not required by ODE.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by ODE:

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**Commercial General Liability.**

Required by ODE  Not required by ODE.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to ODE. This insurance shall include personal injury liability, products and completed operations. Coverage shall be

written on an occurrence form basis, with not less than the following amounts as determined by ODE:

**Bodily Injury, Death and Property Damage:**

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**Automobile Liability.**

Required by ODE  Not required by ODE.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by the ODE:

**Bodily Injury, Death and Property Damage:**

\$3,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

**Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

3. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and ODE may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODE approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
4. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
5. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims

made” basis, the extended reporting period applicable to “tail” or continuous “claims made” coverage.

## EXHIBIT D

### Required Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODE, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 4. Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
  - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c.** The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
  - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e.** No part of any federal funds paid to County under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** If the Activities and or Services provided under this Agreement are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and County has declare itself a “covered entity” under HIPAA, County agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, County shall comply and require all Providers to comply with the following:

- a. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, County, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency’s clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The County shall ensure that any electronic communication from the County to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
- b. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if County has received an extension from the United States Department of Health and Human Services, between County and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.





above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify ODE within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to ODE clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.

- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

**13. Agency-based Voter Registration.** County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

**14. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 14. To ODE. ODE reserves the right to take such action required by law, or where ODE has

discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

**15. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a county purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

**EXHIBIT E**  
**Part 1**

**Great Start**  
**Program Requirements**

1. **Program Purpose:** County shall provide in the Coverage Area the Great Start Services described in Section 3 below. County shall design and deliver the Great Start Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Great Start Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.
2. **Eligibility:** Prenatal services to expectant mothers, children 0 through six years of age and the children's families.
3. **Services:** Programs and services in the Coverage Area that promote Outcomes identified in this Agreement including, but not limited to, research-based early childhood programs, in-home or center based parenting programs, literacy programs, preschool programs, licensed childcare programs or other programs that connect early childhood to kindergarten readiness.
4. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.

## EXHIBIT E

### Part 2

#### Family Support Services Program Requirements

1. **Program Purpose:** County shall provide in the Coverage Area the Family Support Services described in Section 3 below. County shall design and deliver the Family Support Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement. These Outcomes will be reported using the format and timeline prescribed by the ELD. Family Support Services must be provided in a culturally competent and gender-specific manner that reflects the population, needs and resources of the community.
2. **Eligibility:** All children and their families.
3. **Services:** Family Support Services are community-based services to promote the well-being of children and families designed to increase the strength and stability of families (including adoptive, foster, and extended families), to increase parents' confidence and competence in their parenting abilities, to afford children a safe, stable and supportive family environment, to strengthen parental relationships and promote healthy marriages, and otherwise to enhance child development. *US Department of Health and Human Services, Administration for Children and Families.*
  - a. Family Support Services must (1) be family-focused and targeted to the family and not only the child or other individual family member(s); (2) be focused on at-risk families so that the services will have an impact on the population that would otherwise require services from DHS; and (3) focus on child welfare (not educational needs or other services which are the responsibility of other agencies). Family Support Services (Title IV-(B)(2)) funds allocated may not be used for family preservation or family reunification services as these are services provided by DHS.
  - b. Family Support Services funds are federal Title IV-B(2). Use and expenditure of these funds must meet all federal requirements. Family Support Services may include:
    - (1) Services, including in-home visits, parent support groups, and other programs designed to improve parenting skills (by reinforcing parents' confidence in their strengths, and helping them to identify where improvement is needed and to obtain assistance in improving those skills) with respect to matters such as child development, family budgeting, coping with stress, health, and nutrition. Example of programs may

include Parenting Classes, Parent-to-Parent Support, and In-Home Visitation classes;

- (2) Respite care of children to provide temporary relief for parents and other caregivers including, for example, family respite care ;
- (3) Structured activities involving parents and children to strengthen the parent-child relationship, including, for example, Healthy Families Oregon;
- (4) Drop-in centers to afford families opportunities for informal interaction with other families and with program staff, including, for example, family resource centers;
- (5) Transportation, information and referral services to afford families access to other community services, including child care, health care, nutrition programs, adult education literacy programs, legal services, and counseling and mentoring services, including, for example, Dial-a-Ride, child care referral, and outreach centers; and
- (6) Early developmental screening of children to assess the needs of such children, and assistance to families in securing specific services to meet these needs, including, for example, Healthy Families Oregon.

4. **Title IV-B2 Family Support Services Funds:** When utilizing federal Title IV-B2 Family Support Services funds, County shall comply and require all Providers to comply with the additional federal requirements applicable to Title IV-B2 Family Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to ELD such documentation as ELD shall require to comply with federal reporting requirements, 45 CFR Part 92, and the limitations on the use of Title IV-B2 funds in 42 USC 629d.
5. **Title IV-B2 Family Support Services Match Requirement:** Federal Title IV-B2 Family Support Services Funds require 25% match. Match funds can be in-kind, cash or cash equivalent. Other Federal Funds can't be utilized as match funds.
6. **Title IV-B2 Family Support Services Administrative Overhead:** No more than 10% of the funds provided to County under this Agreement for Family Support Services may be expended on Administrative Overhead.

**EXHIBIT E**  
**Part 3**

**Kindergarten Partnership and Innovation (KPI)**  
**Program Requirements**

1. **Program Purpose:** County shall provide in the Coverage Area KPI services as described in Section 3 below. County shall design and deliver KPI Services in a manner that supports achievement of connections between early learning and K-12 education systems, the Outcomes set forth in Attachment 3 and the other Hub and ELD goals as described in this Agreement.
2. **Eligibility:** All children and their families.
3. **Services:** KPI services are services that assist children in becoming ready for and successful in kindergarten including but not limited to preschool and other early learning opportunities in connection with other community based Providers, licensed childcare providers, elementary schools or other Providers of Early Learning Services.
4. **Restrictions on Use of Funds:** Subcontracted Providers of KPI services are limited to Education Service Districts (ESD), K-12 school districts, non-profit organizations, and post-secondary institutions. Funds provided to County under this Agreement for KPI services may not be used for capital expenses, such as facilities, or to supplant existing federal or state funds. Capital expenses do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.
5. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.

**EXHIBIT E**  
**Part 4**

**School Readiness Program Requirements**

- 1. Program Purpose:** County shall provide in the Coverage Area School Readiness Services described in Section 3 below. County shall design and deliver School Readiness Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and other Hub and ELD goals as described in this Agreement. School Readiness Services must be community-based, high quality early learning experience and/or therapeutic services, with demonstrated positive school readiness..
  
- 2. Eligibility:**
  - a.** Children who are receiving Healthy Families Oregon services, Early Head Start services, Oregon Pre-Kindergarten services, or are on other early learning service waiting lists.
  
  - b.** Children in County targeted elementary school catchments areas.
  
  - c.** Children from historically underserved populations.
  
  - d.** Children with diagnosed disabilities or delays in natural settings.
  
- 3. Services:** School Readiness services are (a) services that increase the number of QRIS providers focused on providing culturally specific services or services in targeted school catchments or low-income communities, serving children and families of historically underserved populations, (b) community-based evidence based early literacy services that target high-risk communities or populations and promote cross-sector collaboration, and (c) capacity building activities for developmental screening, infant-toddler mental health consultants and targeted professional development and training.
  
- 4. Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.



**EXHIBIT E**  
**Part 5**

**Healthy, Stable, and Attached Families**  
**Program Requirements**

1. **Program Purpose:** County shall provide in the Coverage Area Healthy, Stable and Attached Family Services as described in Section 3 below. County shall design and deliver Healthy, Stable and Attached Family Services in a manner that supports achievement of the Outcomes set forth in Attachment 3 and other Hub and ELD goals as described in this Agreement. Healthy, Stable and Attached Family Services must be focused on activities that promote healthy, stable and attached families.
2. **Eligibility:** All Children and their families.
3. **Services:** Healthy, Stable, and Attached Families services are (a) services that increase access to evidence based early learning programs, including culturally specific community-based programs, that increase the confidence and competence of caregivers and/or strengthen resiliencies of families who are experiencing specific stressors, (b) services that build connectivity and collaboration between Early Learning Services and health, mental health, child welfare, self-sufficiency and other stabilization programs and (c) capacity building activities for developmental screening, infant-toddler mental health consultants and targeted professional development and training.
4. **Administrative Overhead:** Administrative Overhead must not exceed the overall 15% limitation as stated in Exhibit A, Part 1, Statement of Work, Section 10b.

**Attachment 1  
Governance Structure**

Role	Composition	Responsibilities
<p>Advisory Committee for the Clackamas Early Learning Collaborative (ACCEL)</p>	<p>ACCEL consists of up to 25 members representing the following organizations:</p> <ul style="list-style-type: none"> <li>• Clackamas Commission on Children and Families</li> <li>• Clackamas Community College</li> <li>• Clackamas Community Health Divisions</li> <li>• Clackamas County Healthy Start</li> <li>• Clackamas County Housing Representative</li> <li>• Clackamas County Libraries</li> <li>• Clackamas County Relief Nursery</li> <li>• Clackamas Education Service District</li> <li>• Clackamas School Superintendent(s)</li> <li>• Hispanic Interagency Networking Team Representative</li> <li>• Local Alcohol and Drug Representative</li> <li>• Local Business Representative</li> <li>• Local Coordinated Care Organization</li> <li>• Local Corrections Representative</li> <li>• Local Domestic Violence Representative</li> <li>• Local Early Childhood Provider</li> <li>• Local Early Childhood Specialist</li> </ul>	<ul style="list-style-type: none"> <li>• Acknowledging families as central to the early learning system, develop recommendations for increasing the overall participation of children in programs and ensure families are served in a timely manner.</li> <li>• Identify opportunities for, and barriers to, collaboration and coordination with the services provided by Clackamas region public schools.</li> <li>• Identify opportunities for, and barriers to, collaboration and coordination with the services provided by Clackamas region system of public health care and services available through county health department.</li> <li>• Identify opportunities for, and barriers to, collaboration and coordination among federally funded, state funded and county programs.</li> <li>• Make recommendations on the most efficient and effective ways to braid state and federal funding streams for early</li> </ul>

	<ul style="list-style-type: none"> <li>• Local Faith Representative</li> <li>• Local Family Court Judge</li> <li>• Local Head Start</li> <li>• Local Nurse/Physician</li> <li>• Local Parent</li> <li>• Local Work Force/Business Representative</li> <li>• Department of Human Services – Clackamas Branch</li> </ul>	<p>childhood and child care programs to ensure there is no overlap or duplication of services and to increase cost efficiencies.</p> <ul style="list-style-type: none"> <li>• Develop recommendations for contracted services, required fiscal and program outcome reports.</li> <li>• Review program evaluations regarding high-quality early childhood programs</li> <li>• Develop recommendations regarding the establishment of a unified data collection system.</li> <li>• Review periodic countywide needs assessment.</li> <li>• Make recommendations to the Oregon Early Learning Council on how to most effectively create a high-quality early childhood system.</li> <li>• Develop an inventory of early childhood services and a care delivery model to integrate the identified services.</li> <li>• Make recommendations on how to screen early and comprehensively</li> </ul>
--	--	---

		<p>assess children for school readiness in order to provide increased early interventions and increase the number of children ready for kindergarten.</p> <ul style="list-style-type: none"> <li>• Develop recommendations regarding region-wide early childhood, family support and education professional development and career advancement.</li> <li>• Ensure that Clackamas County early learning services are effectively integrated as new programming is developed.</li> <li>• Identify where gaps in services are and develop collaborative ways to alleviate those gaps.</li> </ul>
--	--	---

**Attachment 2**  
**Formalized Collaborative Relationships**

<b>Entity Type</b>	<b>Specific partners</b>
<b>School and Education School Districts/ Higher Education</b>	<ul style="list-style-type: none"> <li>• Canby School District</li> <li>• Colton School District</li> <li>• Estacada School District</li> <li>• Gladstone School District</li> <li>• North Clackamas School District</li> <li>• Molalla River School District</li> <li>• Oregon City School District #62</li> <li>• Oregon Trail School District</li> <li>• West Linn-Wilsonville School District</li> <li>• Clackamas Community College</li> </ul>
<b>Counties and Local Governments</b>	<ul style="list-style-type: none"> <li>• Clackamas County Public Health</li> <li>• Clackamas County Behavioral Health</li> <li>• Housing Authority of Clackamas County</li> <li>• Clackamas County Social Services</li> <li>• Clackamas County Community Corrections</li> <li>• Libraries in Clackamas County</li> <li>• Clackamas Education Service District</li> <li>• Clackamas County Children’s Commission</li> </ul>
<b>Coordinated Care Organizations &amp; Health</b>	<ul style="list-style-type: none"> <li>• Family Care, Inc.</li> <li>• Health Share of Oregon</li> <li>• Oregon Pediatric Society</li> </ul>
<b>Business Partners</b>	<ul style="list-style-type: none"> <li>• Workforce Investment Council of Clackamas County</li> </ul>
<b>Parents</b>	
<b>Social Service Providers</b>	<ul style="list-style-type: none"> <li>• Child Care Resource and Referral of Clackamas County</li> <li>•</li> <li>• DHS District 15</li> <li>• Early Intervention and Early Childhood Special Education</li> <li>• ACCEL</li> <li>• Oregon Child Development Coalition</li> <li>• Healthy Families of Clackamas County</li> <li>• Child Care Development Services, Inc.</li> <li>• Metropolitan Family Services</li> <li>• Northwest Family Services, (NWFS)</li> <li>• Todos Juntos</li> <li>• Lifeworks NW</li> <li>• 211 Info</li> <li>• BabyLink</li> </ul>

	<ul style="list-style-type: none"><li>• Children's Center</li><li>• Clackamas Women's Services (CWS)</li></ul>
<b>Tribes</b>	

**Attachment 3  
Outcomes, Metrics, Baselines and Targets**

**Outcome #1: The early childhood system is aligned, coordinated and family-centered.**

**Metric:** Program participation data demonstrates increase in services to children and families in the target population.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
2,200	2,310	2,426

**Outcome #2: Children are supported to enter school ready to succeed.**

**Metric:** Increase the number of children from Early Head Start, Head Start, OPK, Relief Nurseries, Healthy Families Oregon and/or other waiting lists served by a Hub subcontractor.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

**Metric:** Increase in number of 3, 4, and 5-star QRIS providers serving children from high poverty “hot spots”, as designated by the Department of Human Services, and an increase in the number of children served in hot spots.

Number of Providers:

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
0	10	20

Number of Children:

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
0	15	44

**Metric:** Increase in percent of children who receive a developmental screen before the age of 3.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
49%	53%	57%

**Metric:** Increase in percentage of children enrolled in kindergarten before start of school year.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

**Outcome #3: Families are healthy, stable and attached.**

**Metric:** Increase in percentage of children in Employment Related Day Care (ERDC) in a 3, 4 or 5-star QRIS program.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
.6%	3.9%	6.2%

**Metric:** Increase in the number of children and families served by DHS (e.g., through TANF or child welfare) who are receiving early learning, parent education or family support services.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement

County shall develop the baseline and targets for this Metric in collaboration with ELD and the baseline and targets shall be amended into this Agreement no later than September 30, 2016.

**Metric:** Increase in the percentage of children on OHP who make it to 6 or more well-child visits by 15 months of age.

Baseline	Targeted for Year 2 Improvement	Targeted Year 3 Improvement
44%	48%	52%





M. BARBARA CARTMILL  
DIRECTOR

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

January 21, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

**Approval of Amendment 1 to Intergovernmental Agreement No. 29903 with  
Oregon Department of Transportation for the  
SE 122<sup>nd</sup> Avenue and 132<sup>nd</sup> Avenue Sidewalk Connections Project**

<b>Purpose/Outcomes</b>	This amendment increased the not to exceed amount for ODOT's right of way services to \$162,000
<b>Dollar Amount and Fiscal Impact</b>	There are no changes to the existing project budget. The total right of way budget is \$254,373 and is included within the \$1,113,593 total approved project budget.
<b>Funding Source</b>	Transportation Enhancement Grant Road Fund
<b>Duration</b>	There are no changes to the completion date for this IGA.
<b>Previous Board Action</b>	04/12/12: BCC Approval of IGA 28216 for Transportation Enhancement Grant Funding for the subject project 04/12/12: BCC Approval of IGA 28217 for Right of Way Services for the subject project 06/05/14: BCC Approval of IGA 29903 for Right of Way Services for the subject project, which replaces IGA 28217 02/19/15: BCC Approval of resolution declaring public necessity and purpose for acquisition of rights of way and easements and authorizing negotiations and eminent domain actions 04/30/15: BCC Approval of IGA 28216 Amendment #1 to change the obligation date for the construction phase to on or before April 30, 2016
<b>Strategic Plan Alignment</b>	1. How does this item align with your department's Strategic Business Plan goals? This project will improve safety and provide construction of sidewalk connections for safe travel to schools, commercial centers, and parks. 2. How does this item align with the County's Performance Clackamas goals? This project is building a strong infrastructure and ensuring safe, healthy and secure communities.
<b>Contact Person</b>	Joel Howie, Capital Project Supervisor, 503-742-4658

**BACKGROUND:**

In May of 2011 Clackamas County was awarded a Transportation Enhancement (TE) grant for the Clackamas County Community and School Sidewalk Connection Project. This project, in coordination with the North Clackamas School District (NCSD), includes the design, engineering and construction of sidewalks along the west sides of SE 122nd and SE 132nd Avenues connecting two schools, and to SE Hubbard and SE Sunnyside Roads.

The original agreement gave ODOT the authority to conduct all right of way negotiations and acquisitions on behalf of the County. The anticipated total cost of right of way acquisition was \$130,000 in June of 2014, which increased to \$162,000 after the project reached the 60-percent design milestone and the full scope and number of properties requiring negotiations and acquisitions was identified.

Clackamas County is currently participating in the Local Agency Certification Program addressed in Master Agreement No. 29025. The master agreement allows DTD to administer federal-aid projects off the National Highway System.

This amendment has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff respectfully recommends approval of Amendment 1 to the IGA with ODOT to increase the not to exceed amount for ODOT's right of way services on the SE 122<sup>nd</sup> Avenue and 132<sup>nd</sup> Avenue Sidewalk Connections Project.

Respectfully submitted,

Mike Bezner, PE  
Assistant Director of Transportation

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES  
SE 122nd Avenue and 132nd Avenue Sidewalk Connections  
CLACKAMAS COUNTY**

This is Amendment No. 01 to the Agreement 29903 between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into a Right of Way Services Agreement on June 17, 2014.

It has now been determined by State and County that the Agreement referenced above shall be amended to increase the Right of Way programmed funds.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

**TERMS OF AGREEMENT, Paragraph 1, Page 1, which reads:**

1. Under such authority, to accomplish the objectives in Agreement No. 28216, State and Agency agree to perform certain right of way activities shown in Special Provisions – Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under no conditions shall Agency's obligations for said services exceed a maximum of \$130,000.00, including all expenses, unless agreed upon by both Parties.

**Shall be deleted in its entirety and replaced with the following:**

1. Under such authority, to accomplish the objectives in Agreement No. 28216, State and Agency agree to perform certain right of way activities shown in Special Provisions – Exhibit A, attached hereto and by this reference made a part hereof. If the State performs right of way services on behalf of the Agency, under no conditions shall Agency's obligations for said services exceed a maximum of **\$162,000.00**, including all expenses, unless agreed upon by both Parties.

**PAYMENT FOR SERVICES AND EXPENDITURES, Paragraph 1, Page 3, which reads:**

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of \$130,000.00. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency

funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.

**Shall be deleted in its entirety and replaced with the following:**

1. In consideration for the services performed by State (as identified in the attached Exhibit A), Agency agrees to pay or reimburse State a maximum amount of **\$162,000.00**. Said maximum amount shall include reimbursement for all expenses, including travel expenses. Travel expenses shall be reimbursed to State in accordance with the current Oregon Department of Administrative Services' rates. Any expenditure beyond federal participation will be from, or reimbursed from, Agency funds. Payment in Agency and/or federal funds in any combination shall not exceed said maximum, unless agreed upon by both Parties.
  
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
  
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications 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.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2012-2015 Statewide Transportation Improvement Program, (Key #17881) that was adopted by the Oregon Transportation Commission on March 21, 2012 (or subsequently approved by amendment to the STIP).

**Signature Page to Follow**

**CLACKAMAS COUNTY**, by and through  
its elected officials

By \_\_\_\_\_  
Chair

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By \_\_\_\_\_  
Agency Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Joel Howie, Civil Engineering Supervisor  
150 Beaver Creek Road  
Oregon City, OR 97045  
(503) 742-4658  
jhowie@co.clackamas.or.us

**State Contact:**

Shannon Fish, Region 1  
Right of Way, Program Manager  
123 NW Flanders Street  
Portland, OR 97209  
(503) 731-8433  
shannon.fish@odot.state.or.us

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 1 Right of Way Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By *Mark Schuval*  
Assistant Attorney General

Date 9/30/15

DRAFT

Approval of Previous Business Meeting Minutes:  
January 7, 2016

(draft minutes attached)

# **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

*A complete video copy and packet including staff reports of this meeting can be viewed at*

<http://www.clackamas.us/bcc/business.html>

**Wednesday, January 7, 2016 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Jim Bernard  
Commissioner Martha Schrader  
Commissioner Tootie Smith

**EXCUSED:** Commissioner Paul Savas

## **CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

## **I. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Les Poole, Gladstone –misc. comments regarding Metro, industrial lands and UGB.

## **II. BOARD DISCUSSION ITEMS**

### **Board of County Commissioners**

1. Selection of the Board of County Commissioner's Vice Chair for 2016

Chair Ludlow asked for a motion.

#### **MOTION:**

Commissioner Schrader: I move we appoint Commissioner Smith to Serve as Board of County Commissioner Vice-Chair for 2016.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Commissioner Smith thanked the Board for the opportunity.

### **Clackamas County Sheriff's Office**

2. **Resolution No. 2016-01** to Support the National Stepping Up Initiative to Reduce the Number of People with Mental Illness in Jails

Chris Hoy, CCSO and Rich Swift, H3S presented the staff report.

~Board Discussion~ <http://www.clackamas.us/bcc/business.html>

Chair Ludlow asked for a motion.

#### **MOTION:**

Commissioner Schrader: I move we approve the resolution to support the National Stepping Up Initiative to reduce the number of people with mental illness in jails.

Commissioner Bernard: Second.

Clerk calls the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

**Department of Emergency Management**

3. Formal Approval of Board Order No. 2015-134, Signed December 22, 2015, Declaring a Local State of Emergency and Declaring Emergency Measures for the Landslides/Mudslides in Oregon City

Nancy Bush, Emergency Management stated a series of winter storms has impacted northwest Oregon since December 7, causing multiple rivers to reach flood stage and impacting residences. On December 20, Oregon City notified Clackamas County Emergency Management that a potential landslide at Berry Hill Apartments and Forest Edge Apartments was threatening several homes. The American Red Cross (ARC) was also notified that a disaster shelter may be needed. Oregon City met with several partners throughout the day December 20 and ultimately decided that 10 units at Berry Hill Apartments would be evacuated. The ARC set up a shelter by 6 PM that evening. The residents of the evacuation had until 5 PM on December 21 to vacate. Oregon City signed a resolution declaring an emergency in the City of Oregon City on December 20. On December 22 at 10 AM Oregon City notified its partners that the sewer and water systems had stopped working at the Forest Edge Apartments (lower units only) because of the continued landslide. City officials ordered a mandatory evacuation of an additional 41 apartments. The evacuation deadline was December 24 at 5 PM. Due to the need for additional resources and the uncertainty of the landslide, Clackamas County declared a disaster on December 22, 2015 at 3 PM, effective until January 8, 2016. Through the event Clackamas County Emergency Management, Dog Services, Social Services, and the Housing Authority provided assistance. We are here today to ask the Board for final approval of Board Order No. the board order signed by Vice-Chair Bernard on December 22, 2015.

~Board Discussion~ <http://www.clackamas.us/bcc/business.html>

**MOTION:**

Commissioner Bernard:	I move Formal Approval of Board Order No. 2015-134, Signed December 22, 2015, Declaring a Local State of Emergency and Declaring Emergency Measures for the Landslides/Mudslides in Oregon City.
Commissioner Schrader:	Second.
Clerk calls the poll.	
Commissioner Bernard:	Aye.
Commissioner Smith:	Aye.
Commissioner Schrader:	Aye.
Chair Ludlow:	Aye – the motion passes 4-0.

Barb Cartmill, Director of Department of Transportation and Development spoke regarding the work from Clackamas County Road Maintenance and Clackamas County Dog Services during the recent weather issues. She introduce Randy Harmon and Everett Hay from Road Maintenance.



### **III. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title, he then asked for a motion.

#### **MOTION:**

Commissioner Smith: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
Clerk calls the poll.  
Commissioner Schrader: Aye.  
Commissioner Bernard: Aye.  
Commissioner Smith: Aye.  
Chair Ludlow: Aye – the motion passes 4-0.

#### **A. Health, Housing & Human Services**

1. Approval to Apply for Grants from Oregon Department of Transportation Special Transportation Formula Discretionary Funds through Ride Connection, Inc. for Clackamas County Seniors and People with Disabilities – *Social Services*
2. Approval of a Sub-Recipient Agreement with Clackamas Women’s Services for Advocacy services in Rural Clackamas County – *Children, Youth and Families*

#### **B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

#### **C. Technology Services**

1. Approval of ORMAP Intergovernmental Agreement Contract No. 3436-15 with the Oregon Department of Revenue for Digital GIS Tax Lot Conversion

#### **D. Juvenile Department**

1. Approval of an Intergovernmental Agreement with the City of Damascus to Provide Youth Offenders Work Crew Services

#### **E. Business & Community Services**

1. Approval of a Partnership Agreement with Clackamas Workforce Partnership Board for Developing Policy and Overseeing Local Workforce Development Initiatives in Clackamas County

### **IV. DEVELOPMENT AGENCY**

1. Approval of Amendment No. 1 to the Funding Agreement between Clackamas County and the Clackamas County Development Agency to Cover Additional Debt Service on the Brooks Building

**V. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

The following items were signed by Don Krupp, County Administrator or designee during the two week recess/break, Dec. 21 – Dec. 31, 2015, as authorized by Board Order No. 2015-124:

	<b>DEPARTMENT</b>	<b>ITEM</b>	<b>Signed by:</b>
1.	H3S - CYF	Approval of an Interagency Agreement with Clackamas County Juvenile Department for Juvenile Crime Prevention Services and Sexual Assault Resource Center Training	Laurel Butman, DCA 12-22-15
2.	H3S – Social Services	Approval of Intergovernmental Agreement No. 148991. Amendment No. 1 with the State of Oregon Department of Human Services, Ageing and People with Disabilities Division for the Provision of Services to Clackamas County Residents age 60 and over	Laurel Butman, DCA 12-22-15
3.	H3S – CYF	Approval of a Sub-Recipient Agreement with EL Programa Hispano Catolico for Bi-Lingual, Bi-Cultural Advocacy Services	Laurel Butman, DCA 12-23-15

**VI. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

The Board adjourned the meeting in memory of Bob Reeves, who passed away on Dec. 27, 2015. Bob was an active community member and a valued volunteered for Clackamas County.

**MEETING ADJOURNED – 11:15 AM**

**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.** [www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)



January 21, 2016

Board of County Commissioner  
Clackamas County

Members of the Board:

Approving the Delegation to Business and Community Services  
to Grant Easements Over County-Owned Portions of the Tualatin River  
and Approval of Terms of an Easement for this Purpose

<b>Purpose/Outcomes</b>	Clackamas County Property Resources manages most of the beds and banks of the lower portion of the Tualatin River due to property tax foreclosures beginning in the 1930's. There are approximately 113 upland property owners directly affected and creating a mechanism, (the easement agreement), would allow these property owners to legally construct and maintain docks along these portions of the Tualatin River.
<b>Dollar Amount and Fiscal Impact</b>	The cost for the easement covers processing and recording costs only.
<b>Funding Source</b>	No General Fund resources are currently allocated to this program.
<b>Duration</b>	Indefinitely
<b>Previous Board Action</b>	A Study Session with the Board of County Commissioners was held on November 3, 2015 and December 15, 2015 to discuss the terms to be incorporated into the easement agreement. An exclusionary clause has been incorporated into the easement agreement as well as termination language.
<b>Strategic Plan Alignment</b>	1. Management of tax foreclosed properties. 2. Build public trust through good government.
<b>Contact Person</b>	Rick Gruen, Property Resources Manager 503.742.4345
<b>Contract No.</b>	N/A

**BACKGROUND:** Clackamas County's Department of Assessment and Taxation annually forecloses on tax-delinquent properties. The foreclosure process is a six year process – taxes must be delinquent for three years, then a two year judgment is filed and in the sixth year foreclosure occurs and the property is deeded to the County in lieu of uncollected taxes. Following the recording of the deed in the County's name, the management and disposition is then transferred to the Property Resources Division of the Department of Business and Community Services. Property Resources Division is tasked with managing, administering and dispersing of tax foreclosed real property assets in a cost effective manner that will provide a County public benefit. Oregon Revised Statutes provides for Property Resources Division to recover annual operational expenses. No General Fund resources are currently allocated to this program

**RECOMMENDATION:** Staff recommends Board approval of the proposed Easement Agreement and to Grant Delegation of Authority to Business and Community Services to sign all appropriate documents.

Respectfully submitted,

Gary Barth, Director  
Business and Community Services

In the matter of a delegation to Business and Community Services to grant easements over County-owned portions of the Tualatin River and approval of terms of an easement for this purpose.

ORDER NO.  
Page 1 of 3

This matter coming before the Clackamas County Board of Commissioners at its regularly scheduled public meeting on January 21, 2016 to consider delegating authority to the Department of Business and Community Services to grant easements over County-owned portions of the Tualatin river and approving terms to be incorporated into an easement for this purpose.

**WHEREAS**, Clackamas County owns much of the bed and banks of the lower stretch of the Tualatin River as a result of tax foreclosures many decades ago;

**WHEREAS**, a number of upland property owners have long-existing docks on the river which encroach onto County-owned portions of the Tualatin River; and

**WHEREAS**, the Board of County Commissioners desires to create a mechanism by which upland property owners may obtain proper building and land use permits for construction and maintenance of docks on these portions of the lower Tualatin River; and

**WHEREAS**, upland property owners are required to show a right to use and occupy the County-owned property in order to legally construct and maintain dock structures and obtain building and land use permits; and

**WHEREAS**, on November 3, 2015 and December 15, 2015, County staff presented to the Board of County Commissioners terms to be incorporated into an easement agreement that would enable upland property owners to use and occupy the County-owned property.

**NOW, THEREFORE, IT IS HEREBY ORDERED THAT:**

1. The Director and/or Deputy Director of the Department of Business and Community Services is hereby authorized to grant easements over County-owned portions of the bed and banks of the Tualatin River.
2. Easements shall be for the limited purpose of siting a private, noncommercial dock and walkway structure.
3. Easements shall only be granted for the amount of land reasonably necessary to accommodate a dock and walkway, and in a form approved by County Counsel.

In the matter of a delegation to Business and Community Services to grant easements over County-owned portions of the Tualatin River and approval of terms of an easement for this purpose.

ORDER NO.  
PAGE 2 of 3

4. Easements may only be granted when property owners have obtained necessary authorizations and building permits.
5. Easements may only be granted to the owner of the adjacent upland parcel.
6. Easements shall be exclusive in favor of the owner of the adjacent upland parcel.
7. The easement rights may be terminated by the County upon the occurrence of any of the following:
  - a) Violation of any applicable laws and regulations of any public authority affecting the premises and the use.
  - b) Placement of any sign or other device to the dock located on the premises without the written consent of the County.
  - c) Interference with the full and free use by the public of all waters near the premises.
  - d) Use by any commercial operator of premises or any structure located on the premises.
  - e) Expansion of the dock beyond the boundary of the premises as defined in the easement agreement.
8. Prior to any termination of easement rights, an owner shall have 30 days to cure the default which is the basis for termination, except that the easement may be terminated immediately where the owner has previously been provided notice for a similar default.
9. This easement shall automatically terminate in the event there is a change in the zoning designation that is applicable to the upland parcel.
10. Applicants are responsible for any necessary survey and recording costs, and the County may charge fees sufficient to recover any costs involved in processing the easement, and additional fees for costs related to permits.

In the matter of a delegation to Business and Community Services to grant easements over County-owned portions of the Tualatin River and approval of terms of an easement for this purpose.

ORDER NO.  
PAGE 3 of 3

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

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

January 21, 2016

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 (EA)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$4,191,555
<b>Funding Source</b>	General Fund
<b>Duration</b>	January 1, 2016 – June 30, 2018
<b>Previous Board Action</b>	November 24, 2015 - Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Julia Getchell, DES, 503/655-8292
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Department of Employee Services has concluded negotiations with the Clackamas County Employees' Association (EA). The Union membership has voted to ratify the contract for January 1, 2016 through June 30, 2018. The agreement that was ratified by the Union is attached.

The significant wage and contract language changes are outlined below:

**Cost of Living Adjustment (COLA)**

- For fiscal year 2015-16, 2.1% based on CPI-W and effective the first day of the pay period after the ratification date, retroactive to July 4, 2015.
- For fiscal year 2016-17, 2.0-4.5% based on CPI-W effective July 1, 2016.
- For fiscal year 2017-18, 2.0-4.5% based on CPI-W effective July 1, 2017.

**Compensation Studies (no financial impact at this time)**

- Office Specialist 1 and 2. Study to be completed by June 30, 2017
- Community Corrections Officer 1 and 2. Study to be completed by June 30, 2016
- Mental Health Specialist 2 and 3. Study to be completed by June 30, 2016

**RECOMMENDATION:**

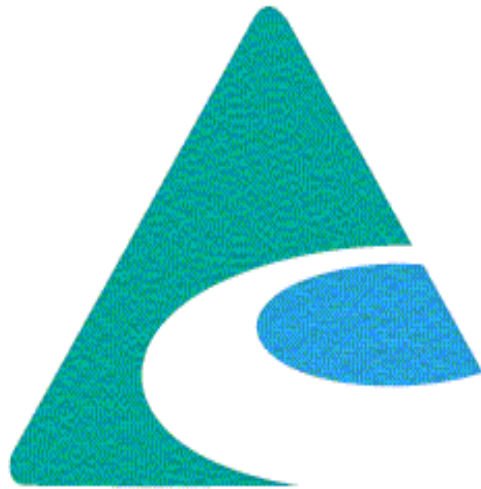
Staff recommends the Board approve the attached contract for the Clackamas County Employees' Association (EA) 2016 - 2018.

Respectfully submitted,

Evelyn Minor Lawrence, DES Director



**CLACKAMAS COUNTY  
EMPLOYEES' ASSOCIATION**



**CLACKAMAS**  
C O U N T Y

**2016-2018  
AGREEMENT**

<b>PREAMBLE .....</b>	<b>5</b>
<b>ARTICLE 1 - RECOGNITION.....</b>	<b>5</b>
<b>ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 3 - HOURS OF WORK .....</b>	<b>6</b>
1. Regular Hours.	6
2. Work Week.	6
3. Continuous Operation.	6
4. Work Day.	7
5. Rest Periods.	7
6. Flexible Scheduling.	7
7. Holidays for Employees Working a Four-Day Work Week.	9
8. Seniority For Shift Scheduling.	9
9. Travel Time.	9
10. Employee Reporting Expectations.	9
<b>ARTICLE 4 - REDUCED WORKWEEK SCHEDULE.....</b>	<b>10</b>
<b>ARTICLE 5 - HOLIDAYS .....</b>	<b>10</b>
1. Holidays.	10
2. Weekend Holidays.	11
3. Holiday During Leave.	11
4. Holiday Work.	11
5. Part-time Employee Holidays.	12
<b>ARTICLE 6- SICK LEAVE.....</b>	<b>12</b>
1. Accrual.	12
2. Bereavement Leave.	12
3. Immediate Family.	13
4. Conversion to Retirement Benefit.	13
5. Hours Charged.	13
6. Parental Leave.	13
7. Vacation Option.	13
8. Family Medical Leave.	13
<b>ARTICLE 7 - VACATION LEAVE.....</b>	<b>13</b>
1. Accrual.	13
2. Vacation Times.	14
3. Termination or Death.	15
4. Hours Charged.	15
<b>ARTICLE 8 - OTHER LEAVES.....</b>	<b>15</b>
1. Leave of Absence.	15
2. Jury Duty.	15
3. Educational Leave.	15
4. Inclement Weather.	15
<b>ARTICLE 9 - HEALTH AND WELFARE .....</b>	<b>16</b>
1. Medical Coverage.	16
2. Flexible Benefits.	16
3. Life Insurance.	17
4. Dental Insurance.	17
5. Disability Income Insurance.	17

6.	<i>Reinstatement From Medical Layoff.</i>	17
7.	<i>Full-Time Employees.</i>	17
8.	<i>Benefits for Regular Part-Time Employees.</i>	17
9.	<i>Job Share.</i>	18
10.	<i>Benefits Waiting Period.</i>	18
11.	<i>Benefits Review Committee.</i>	18
12.	<i>Plan Changes Required by Law or Insurance Carrier.</i>	19
<b>ARTICLE 10 - WAGES .....</b>		<b>20</b>
1.	<i>Wages.</i>	20
2.	<i>Overtime.</i>	21
3.	<i>Exceptions.</i>	21
4.	<i>Travel Pay.</i>	22
5.	<i>Retirement Contributions.</i>	22
6.	<i>Longevity.</i>	22
7.	<i>Computation of Hourly Rate.</i>	22
8.	<i>Afterhours Emergency Services for Behavioral Health Crisis Program</i>	23
9.	<i>Shift Differential.</i>	24
10.	<i>On-Call Pay.</i>	25
11.	<i>Call Back Pay.</i>	25
12.	<i>Bilingual Skills Pay.</i>	25
13.	<i>Travel Time.</i>	25
<b>ARTICLE 11 - DISCIPLINE AND DISCHARGE .....</b>		<b>26</b>
<b>ARTICLE 12 - SETTLEMENT OF DISPUTES.....</b>		<b>27</b>
1.	<i>Association Grievance and Arbitration Procedure.</i>	27
<b>ARTICLE 13 - WORKERS' COMPENSATION .....</b>		<b>29</b>
<b>ARTICLE 14 - FAIR SHARE AGREEMENT.....</b>		<b>30</b>
<b>ARTICLE 15 - ASSOCIATION RIGHTS.....</b>		<b>30</b>
1.	<i>Access to Workers.</i>	30
2.	<i>Notification to County.</i>	31
3.	<i>Association Negotiators.</i>	31
4.	<i>No Discrimination.</i>	31
<b>ARTICLE 16 - LABOR MANAGEMENT COMMITTEE .....</b>		<b>32</b>
1.	<i>Membership.</i>	32
2.	<i>Meeting Time.</i>	32
3.	<i>Purpose.</i>	32
<b>ARTICLE 17 - PERFORMANCE EVALUATION.....</b>		<b>32</b>
<b>ARTICLE 18 – TRANSFERS.....</b>		<b>33</b>
1.	<i>Housing Authority:</i>	33
2.	<i>Intradepartmental Transfer:</i>	33
<b>ARTICLE 19 - RECLASSIFICATION .....</b>		<b>33</b>
<b>ARTICLE 20 - LAYOFF AND RECALL.....</b>		<b>34</b>
1.	<i>Reason for Layoff / Layoff Order</i>	34
2.	<i>Notice of Layoff and Bumping Options</i>	34
3.	<i>Layoff and Bumping Process</i>	35
4.	<i>Qualifications Review Committee</i>	35

5.	<i>Layoff Status and Recall</i>	36
6.	<i>Seniority</i>	36
<b>ARTICLE 21 - MISCELLANEOUS .....</b>		<b>37</b>
1.	<i>Existing Conditions.</i>	37
2.	<i>Rules.</i>	37
3.	<i>Car As Condition of Employment.</i>	37
4.	<i>Employment Policies and Practices.</i>	37
5.	<i>Limited-Term Appointments.</i>	37
6.	<i>Reorganization of a Department.</i>	37
7.	<i>Electronic Mail</i>	38
8.	<i>Interview/Testing Time</i>	38
<b>ARTICLE 22 - SAVINGS CLAUSE .....</b>		<b>38</b>
<b>ARTICLE 23 - CLASSIFICATION/COMPENSATION REVIEW PANEL .....</b>		<b>39</b>
<b>ARTICLE 24 - TERMINATION.....</b>		<b>39</b>
<b>OFFICIAL GRIEVANCE FORM.....</b>		<b>41</b>
<b>ADDENDUM 1.....</b>		<b>42</b>

2016-2018  
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 1462.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1560 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve month period from their original date of hire 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 effected group of employees, provided, however, this would 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 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 regular work week shall normally consist of five (5) consecutive seven and one-half (7.5)-hour days or eight (8) hour days. 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. For non-clerical employees working in the Residential Services Division of Community Corrections and Juvenile Counselors working in the Juvenile Reception Center, the regular work week shall consist of five (5) consecutive eight (8)-hour days or four (4) consecutive (10)-hour days. 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 Reception Center, during shift rotations, the work week may be greater or less than 37.5 or 40 hours.

#### **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/Annex, Juvenile Reception Center, and the Centerstone Clinic.

#### **4. Work Day.**

The work day shall consist of current prevailing consecutive hours of work now scheduled except, (1) for employees in continuous operation, (2) as may be modified by this article, (3) as may be required for emergencies and (4) 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(6)(C) or Article 10(2).

#### **6. Flexible Scheduling.**

The County and the Association recognize that in order to adequately serve the public, the employee and supervisor may agree to a flexible 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 (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 2.3.

A. Work Day and Work Week. Within the parameters outlined above, the work week and the work day may be defined by mutual agreement between the employee and supervisor. Examples are, but are not limited to:

- ◆ Four (4) consecutive days of ten (10) hours each (40-hour work week);
- ◆ 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 consecutive days off, followed by one day of ten (10) hours, one day of nine (9) hours, one day of eight (8) hours, one day of seven (7) hours and one day of six (6) hours, followed by two consecutive days off (80-hour work period).
- ◆ Four (4) consecutive days of ten (10) hours each, followed by three consecutive days off, followed by two (2) days of eight hours each, one (1) day of nine (9) hours and one(1) day of ten (10) hours, followed by three 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);

- ◆ Three (3) consecutive days of nine and one-half (9.5) hours, followed by one day of nine (9) hours (37.5-hour work week).

See chart below for Flexible Scheduling as it relates to overtime and holiday pay:

A.	B.	C.	D.
Base: 4 day 40 hour	Base: 4 day 37.5hour	Base: 5 day 40 hour	Base: 5 day 37.5 hour
OT: 10 hours a day 40 hours/week	OT: 10 hours a day 37.5 hours/week	OT: 8 hours a day 40 hours/week	OT: 7.5 hours a day 37.5 hours/week
Holiday: 10/hours	Holiday: 9.5/hours	Holiday: 8/hours	Holiday: 7.5/hours

B. Flexible Work Shift. 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 item A. of Flexible Scheduling. These changes in schedule should be considered occasional and sporadic to meet an immediate and short term need and shall not last more than 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.

C. Overtime

- Overtime must have prior approval of a supervisor. 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, but compensation shall not be paid twice for the same hours:
  - All authorized work in any workday performed in excess of 7.5, 8, or 10 hours by employees not in continuous operations, or 8 or 10 hours by employees in continuous operations, except as may be modified by Article III;
  - All authorized work in excess of thirty seven and a half (37 ½ ) hours in a work week shall be compensated at the overtime rate, or forty (40) hours for an employee on a forty (40) hour work week.
  - All authorized work performed on Saturday and Sunday, or, in case of employees in continuous operations, on the three day weekend, except as may be modified by Article 3. 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 his 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.



3. Compensatory time in lieu of overtime up to a maximum accrual of forty (40) hours may be elected by the employee.

D. Holiday Pay

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.

E. Rest Periods. The normal provisions apply for regular shifts of 7.5 to 10 hours. For shifts of 7 hours or less, breaks shall be provided after each work period of approximately two hours (lunch is considered a break for purposes of legally mandated rest periods).

**7. *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 his 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 his/her regular work week shall be observed as a holiday. For employees in continuous operations, holidays will be compensated in accordance with Article V, subsection 4.

**8. *Seniority For Shift Scheduling.***

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

**9. *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. Within continuous operations departments, including Community Corrections and the Juvenile Reception 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.

**10. *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; 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. Employees can also check the Employee Hotline at 503.655.8568. 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 X. 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:

- 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

## **2. *Weekend Holidays.***

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, or as modified by Article 3.

For employees on a four (4) day work week, if any holiday falls on a Sunday, the succeeding Monday shall be deemed to be the holiday for that year. If any holiday falls on a Friday or Saturday, the preceding Thursday shall be deemed to be the holiday for that year, except for continuous operations employees, who will observe the weekend holidays on the day in which the holiday is defined in Section 1 of this article or as modified by Article 3.

## **3. *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.

## **4. *Holiday Work.***

If an employee works on any of the holidays listed above, s/he shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half his/her 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 his/her 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 his/her regular rate of pay for all hours worked. If any such holiday falls on a continuous operations employee's regular day off, he or she may be given the option, with the approval of his or her supervisor, of receiving one (1) extra day's pay or one (1) additional day of compensatory leave. If any such holiday falls on a regularly scheduled work day on which the employee is not

required to work, he or she may be given the option, with the approval of his or her supervisor, of receiving their normal day's pay or one (1) additional day of compensatory leave.

**5. 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 his/her illness or to care for a member of his/her 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, he/she 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 his or her 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 appointing authority. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to approval by the appointing authority.

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 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.

**4. Conversion to Retirement Benefit.**

Pursuant to ORS 237.153, 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 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, 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 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 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:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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:

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.

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.

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 his/her 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 in any case, 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 notice and 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 appointing authority. 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 his/her 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 his/her 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 fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 10. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 11.

Effective January 1, 2015, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1306.25.

Effective January 1, 2016, provided the Association ratifies the 2016-2018 successor agreement by noon on January 8, 2016, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1371.56.

Effective January 1, 2017, 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 2016 County contribution.

Effective January 1, 2018, 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 2017 County contribution.

The County agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the County. For the remainder of the year 2015, the cash back will be \$152, and will increase by 5% on January 1, 2016, provided the Association ratifies the 2016-2018 successor agreement by noon on January 8, 2016, and 5% on January 1, 2017 and January 1, 2018.

The County and the union will make plan design changes through the Benefits Review Committee as may be needed to keep the total annual increase eight percent (8.0%) each year or less. In addition, the Benefits Review Committee will make an assertive effort to make plan design changes as may be needed to keep the total annual increase at or below eight percent (8%) each year.

### **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 Risk and Benefits Division regarding participation and administration of the program.



**3. Life Insurance.**

The County 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 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 provide dental coverage to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 10. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 11.

The County agrees to contribute 100% for a composite dental program premium; or the premium cost for a comparable plan including orthodontic coverage in the amount of \$2000 for dependents under 17 years of age.

When allowed under federal and state law, employees may choose to opt out of dental coverage or opt down to a less expensive plan and receive cash back for the difference (less applicable payroll taxes and PERS/OPSRP contributions).

**5. Disability Income Insurance.**

The County 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 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 benefit dollars for medical, dental, and life insurance coverage up to the maximum stated in Sections 1, 3, and 4 of this Article. Medical and dental insurance 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 VI and Article VII.

(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. Benefits 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) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) Problems with benefit coverage will be brought up at the Labor-Management 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 pre-tax wages, 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 2.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity, and incentives) from the beginning of the pay period starting July 4, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of the cost of living.

Employees shall be compensated for the fiscal year 2016-2017 with a minimum increase of 2% and a maximum of 4.5% cost of living increase and for fiscal year 2017-2018 with a minimum increase of 2% and a maximum increase of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA as reported by the U.S. Department of Labor. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

(b) When any position not listed on the Wage Schedule, which shall be published on the Department of Employee Services website, is established, the County shall designate a pay range 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 to a Classification/Compensation Review Panel (CCRP) as provided in Article 23.

(c) Whenever an employee is assigned in writing by his/her 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.

(d) Community Corrections Officers and 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) Prior to July 1, 2013, if an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, he/she shall receive a merit step increase on each of his/her anniversary dates until he/she 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, he/she shall receive a merit increase of 3.5% on each of his/her anniversary dates until he/she has reached the top of the range

(f) 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.**

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, but compensation shall not be paid twice for the same hours:

(a) All authorized work in any workday performed in excess of 7.5, 8 or 10 hours by employees not in continuous operations, or 8 hours by employees in continuous operations, except as may be modified by Article 3.

(b) All authorized work performed in excess of thirty-seven and a half ( 37.5) hours in a work week shall be compensated at the overtime rate, or forty (40) hours for an employee on a forty (40) hour work week, or, in the case of continuous operations, 40 hours.

(c) 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 his 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 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.

(d) See Article 3(6) for flexible scheduling overtime and holiday pay examples chart.

## **3. Exceptions.**

The overtime rate specified above for Saturday and Sunday work shall not be paid to employees for whom these days fall regularly within the first five (5) days of their work week and may be subject to the provisions of Article 3. These employees shall be paid time and one-half (1.5) for all work performed on the sixth (6th) and seventh (7th) day of their regular work week.

**4. 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.

**5. 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.

**6. 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.

**7. Computation of Hourly Rate.**

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

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

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

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

**8. Afterhours Emergency Services for Behavioral Health Crisis Program**

The provisions of this Section apply to on call status and work performed after 6:30 p.m. and before 8:00 a.m. of regular workdays, 24 hours on weekends and holidays by the on-call Mental Health Director’s designee. 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.

Behavioral Health Division employees who are Qualified Mental Health Professionals (QMHP), 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.

**A. SHIFTS**

1. THE WEEKDAY SHIFT begins at 6:30 p.m. Sunday through Thursday and ends at 8:00 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 the Mental Health Manager, 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 p.m. on the day of any holiday recognized in Article 5 and ends at 6:30 p.m. the evening of the holiday.

5. A HOLIDAY CLOSING SHIFT begins at 6:30 p.m. the night of any holiday recognized in Article 5 and ends at 8:30 a.m. the following day if the holiday is observed on a weekday or ends at 6:30 p.m. the following day if the holiday is observed on a weekend.  
**B. COMPENSATION:** After Hours assignments will be paid as follows:

1. Weekday Shift: Two hours of straight time for carrying a phone/pager and/or laptop for the shift. In addition, two hours straight time if one or more calls are received by the employee during the shift. In addition, time and a half for any hours actually worked beyond the initial paid two hours of straight time.
2. Holiday Shift: Six hours straight time pay for carrying a phone/pager and/or laptop and receiving any calls. In addition, 7.5 hours regular holiday pay. In addition, time and a half for any hours actually worked beyond the initial paid six hours of straight time. The

holiday shall be the day recognized and observed by the County as the holiday as per Article 5.

3. Holiday Closing Shift: Four hours of straight time for carrying a phone/pager and/or laptop and receiving any calls. In addition, time and a half for any hours actually worked beyond the initial paid four hours of straight time. Additional time will be tracked and paid in fifteen (15) minute increments. The holiday shall be the day recognized and observed by the County as a holiday as per Article 5.
4. Weekend Shift (Friday and Saturday): Four hours straight time for carrying a phone/pager and/or laptop for the shift. In addition, four hours straight time if one or more calls are received by the employee during the shift. In addition, time and a half for any hours actually worked beyond the initial paid four hours of straight time.
5. A QMHP classified as a Case Manager who performs After Hours Emergency Services will be placed Temporarily Out of Class as a Mental Health Specialist 2. Compensation during the Temporary Out of Class period shall include 5% of base salary added to the employee's regular rate or the beginning of the range for Mental Health Specialist 2, whichever is higher.
6. Time worked shall be billed in increments of fifteen (15) minutes. Between the hours of 11:00 p.m. and 7:00 a.m. the minimum billing for time worked shall be one hour.
7. 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.
8. 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, on site at hospitals or jails, etc., and travel time to such sites shall be considered time worked.

**9. 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 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. 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 his/her 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, Mental 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.

**10. On-Call Pay.**

Employees 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.

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.

**11. 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.

**12. 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 redesignation of a position to "bilingual required" would be done for the sole purpose of superseding the layoff provisions of this agreement.

**13. Travel Time.**

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.

## **ARTICLE 11 - DISCIPLINE AND DISCHARGE**

Regular employees may, in good faith for just cause, be subject to disciplinary action by written or oral reprimand, suspension, discharge or demotion. 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 he/she reasonably believes could lead to disciplinary action against him/her. 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 warnings) 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. 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. 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 12 - 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, 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 within ten (10) working days of its occurrence. The department head and an Association representative, with or without 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 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) and an Association representative, with or without 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 seven (7) working days.

STEP 3. If the grievance is still unsettled, either party may within ten (10) working 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 VI. 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 arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. 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.

- 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. Time lines in this paragraph are subject to Section 3 below.
- 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 15 – Association Rights.

g. When an employee voluntarily separates from County employment, all pending grievances filed on behalf of such employee about disciplinary action taken against her/him 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 arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. 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 13 - 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 his/her 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, he/she will continue to receive all other County health and welfare benefits he/she was enrolled in at the time of the injury unless prohibited by law, rule, regulation or provider contract.

## **ARTICLE 14 - FAIR SHARE AGREEMENT**

1. The County and the Association agree to a "Fair Share" agreement for all employees whose classification or job title is included in Article I of this Agreement.
2. Inasmuch as it is required that the Association represent every employee within the bargaining unit, making each employee thus a recipient of the Association's services, it is mutually agreed and recognized by the parties that each employee who, on April 1, 1977, or any date thereafter is an employee of the County and a member of the bargaining unit set forth in Article I to which the Association serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Association, which amount shall be deducted from each Association member and each non-Association member's compensation and remitted to the Treasury of the Association.
3. Such uniform amounts as the Association Treasurer certifies to the County as the dues approved by the members of the Association shall remain as the reasonable amount to be deducted hereunder.
4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting Association membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and Bylaws of the Association.

Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

5. Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will inform the Association of his/her objection. The employee will meet with the representative of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.
6. The County will not be held liable for check off 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.

## **ARTICLE 15 - 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 all authorized representatives, Association representatives, and officers. 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 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. All reference to employees in this Agreement designate both sexes, and wherever the male gender is use, it shall be construed to include male and female employees. 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**

Association representatives shall be allowed to conduct the following Association related business on County paid time:

- 5.1 Representing an employee in an investigatory interview/meeting (unless the employee objects);
- 5.2 Representing an employee in a pre-disciplinary or disciplinary meeting (unless the employee objects);
- 5.3 Participating in Union Presidents Meeting with County management staff;
- 5.4 Participating in a labor-management meeting with County labor relations staff;
- 5.5 Participating in any other meeting at the request of County management;
- 5.6 During a paid lunch or paid break;
- 5.7 Providing an employee with reasonable assistance with a grievance or dispute pursuant to Article 12(4) of the collective bargaining agreement.

These guidelines do not relieve the Association representative 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.

The Association representative must record any time involved in Association business during paid County time on their department's timekeeping system with the exception of approved vacation or compensatory time (and with the exception of lunch or breaks, depending on department policy).

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, pre-disciplinary, or 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 16 - 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 17 - 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 Director of Employee Services shall receive a copy of the evaluation, which shall be jointly completed by the employee and his/her 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 Department of Employee Services, Personnel Division. When signing the evaluation form, the employee may add "in disagreement" next to his or his signature.

Each month the Director of Employee Services 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 18 – 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 19 - RECLASSIFICATION**

1. An employee may request a position review for proper classification placement when the employee believes that there has been significant change in duties and responsibilities of the position. The request for review shall first go to the employee's supervisor, the Division and the Department for review and comment. The Department shall forward the request to the Department of Employee Services 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 Employee Services. The Department of Employee Services will notify the employee within 14 working days of the disposition of the request as provided under the Personnel Ordinance, Section II, subsection 8.

2. When a position is reclassified to a classification that carries a higher salary range, if in the opinion of the Department of Employee Services, the incumbent employee has been performing the duties of the higher level classification at least 75% of the time and for a period of six months, the incumbent employee shall be reclassified to the higher classification. 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 maximum of salary range. If the Department of Employee Services finds that 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)<sup>1</sup>, the determination and reclassification shall justify retroactive pay for six (6) months. If an employee is reclassified and has not been in a temporary out-of-class (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 during the reclassification study shall not serve a probationary period. In cases of reclassification where an employee had been in a TOC status during

---

<sup>1</sup> Employees working TOC will continue to be eligible for merit step increases if not at the top of their current salary grade. If an employee receives a merit step increase while on TOC, the TOC rate will be increased accordingly.

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, however, there are special circumstances that affect completion of a reclassification, the Director of Employee Services 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 Employee Services may adjust the effective date of reclassification and may waive all or part of the probationary period.

If an employee disagrees with the Personnel Division on a classification recommendation, the employee may appeal such disagreement as described in Article 10, Section (1)(b).

## **ARTICLE 20 - 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 Director of Employee Services 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 Director of Employee Services. The judgment of the Director of Employee Services shall be final unless such judgment is shown to be arbitrary or capricious.

The Director of Employee Services 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 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 he/she has seven (7) calendar days from his/her initial notification of layoff to submit a complete list of his/her qualifications, skills and abilities to the County. If the employee exercises his/her 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 Department of Employee Services.

(3) The employee would, through consultation with his/her supervisor and/or the Personnel Department, identify those positions that the employee believes he/she is qualified to perform.

(4) The list of positions so identified will be submitted to the department and forwarded to the Personnel Division for bumping consideration. If the Personnel Division and the department finds that the employee is qualified to bump into a position at his/her 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 Director of Employee Services, 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 his/her 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 Personnel Office 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 he/she is no longer available for recall. Failure to notify terminates any and all relationships with the County. Layoff status will automatically terminate after three (3) 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 21 - 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. Whenever any changes to employment relations are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days.

### **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 20, 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 her/his 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.

## **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 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 23 - 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 Department of Employee Services, 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 Director of Employee Services denying an appeal on a classification recommendation, is received, the Association will submit a written request to the Director of Employee Services to have the matter forwarded to the CCRP. The Association and the Employee Services 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 Director of Employee Services. 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 as of the 1st day of January, 2016, except as otherwise agreed, and shall remain in full force and effect through June 30, 2018 , or the date of signing a subsequent Agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2018, and each year thereafter unless either party shall notify the other in writing not 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 not 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 \_\_\_\_\_, 2016.

FOR THE ASSOCIATION:

FOR THE COUNTY:

\_\_\_\_\_  
Bob Escudero, President

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Terry Blackwell

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

Negotiating Team Member

---

Pam Jackson  
Negotiating Team Member

---

Jill Archer  
Negotiating Team Member

---

Cari Vandecoevering  
Negotiating Team Member

---

Brian Imdieke  
Negotiating Team Member

---

Kevin Keaney  
Chief Negotiator

---

Christa Bosserman Wolfe  
Negotiating Team Member

---

James Callahan  
Negotiating Team Member

---

Julia Getchell  
Chief Negotiator



## Official Grievance Form

CLACKAMAS COUNTY &  
 CLACKAMAS COUNTY EMPLOYEES ASSOCIATION  
 OFFICIAL GRIEVANCE FORM

Name of Employee (s): \_\_\_\_\_ Department/Division: \_\_\_\_\_

Classification (if applicable): \_\_\_\_\_ Work Location: \_\_\_\_\_

Supervisor/Manager: \_\_\_\_\_

Statement of Grievance:  
 Contract Articles Allegedly Violated: \_\_\_\_\_

\_\_\_\_\_

Facts /Circumstances that lead to alleged violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Add more pages as necessary)  
 Date of Alleged Violation: \_\_\_\_\_

Requested Remedy: \_\_\_\_\_

\_\_\_\_\_

(Add more pages as necessary)  
 Signature of Employee/Union: \_\_\_\_\_

Date: \_\_\_\_\_

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

---

For Employees Association

---

For Clackamas County

January 21, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The Housing Authority of the County of Clackamas and the  
Clackamas County Employees' Association (EAHA)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$150,922
<b>Funding Source</b>	General Fund
<b>Duration</b>	January 1, 2016 – June 30, 2018
<b>Previous Board Action</b>	November 24, 2015 - Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Julia Getchell, DES, 503/655-8292
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Department of Employee Services has concluded negotiations with the Clackamas County Employees' Association – Housing Authority (EAHA). The Union membership has voted to ratify the contract for January 1, 2016 through June 30, 2018. The agreement that was ratified by the Union is attached.

The significant wage and contract language changes are outlined below:

**Cost of Living Adjustment (COLA)**

- For fiscal year 2015-16, 2.1% based on CPI-W and effective the first day of the pay period after the ratification date, retroactive to July 4, 2015.
- For fiscal year 2016-17, 2.0-4.5% based on CPI-W effective July 1, 2016.
- For fiscal year 2017-18, 2.0-4.5% based on CPI-W effective July 1, 2017.

**Compensation Studies (no financial impact at this time)**

- Office Specialist 1 and 2. Study to be completed by June 30, 2017

**RECOMMENDATION:**

Staff recommends the Board approve the attached contract for the Clackamas County Employees' Association - Housing Authority (EAHA) 2016 - 2018.

Respectfully submitted,

Evelyn Minor Lawrence, DES Director

**2016-2018  
AGREEMENT BETWEEN**



**and**

**CLACKAMAS COUNTY  
EMPLOYEES' ASSOCIATION**

TABLE OF CONTENTS

**PREAMBLE..... 5**

**ARTICLE 1 - RECOGNITION ..... 5**

**ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS ..... 5**

**ARTICLE 3 - MERIT SYSTEM..... 6**

1. ... *Probationary Period.* 6

2. ... *Merit Raises.* 7

3. ... *Reclassification.* 8

4. ... *Promotions.* 8

5. ... *Exceptional Increase.* 8

**ARTICLE 4 - HOURS OF WORK ..... 8**

1. ... *Regular Hours - Administrative Staff.* 8

2. ... *Regular Hours - Maintenance Staff.* 8

3. ... *Work Week.* 8

4. ... *Rest Periods.* 8

5. ... *Four Day Work Week.* 9

*Holidays. Employees with an 80 hour per pay period schedule shall be paid ten (10) hours per day for the holiday. Employees with a 75 hour per pay period schedule shall be paid nine and one half (9.5) hours per day for holidays.* 6.

*Flexible Scheduling.* 9

7. ... *On-Call Duty/Maintenance.* 11

8. ... *Regular Duties Outside Normal Workday/Weeks.* 13

9. ... *Outside Employment.* 13

10. . *Training Hours.* 13

11. *Employee Reporting Expectations.* 13

**ARTICLE 5 - HOLIDAYS ..... 14**

1. ... *Holidays.* 14

2. ... *Weekend Holidays.* 15

3. ... *Holiday During Leave.* 15

4. ... *Holiday Work.* 15

5. ... *Less than Full Time Employees Holiday.* 15

**ARTICLE 6 - SICK LEAVE ..... 15**

1. ... *Accrual.* 15

2. ... *Conversion to Retirement Benefit.* 16

3. ... *Vacation Option.* 16

4. ... *Hours Charged.* 16

5. ... *Less than Full Time Employees.* 16

**ARTICLE 7 - VACATION LEAVE ..... 16**

1. ... *Accrual.* 16

2. ... *Vacation Times.* 17

3. ... *Termination or Death.* 18

4. ... *Hours Charged.* 18

5. ... *Less Than Full Time Employees.* 18

**ARTICLE 8 - OTHER LEAVES..... 18**

1. ... *Leave of Absence.* 18

2. ... *Jury Duty.* 18

3. ... *Educational Leave.* 18

4. ... <i>Inclement Weather.</i>	19
5. ... <i>Military Leave.</i>	19
6. ... <i>Parental Leave.</i>	19
7. ... <i>Maternity Leave.</i>	19
8. ... <i>Compassionate Leave.</i>	19
9. ... <i>Family/Medical Leave.</i>	19
10. . <i>Immediate Family Defined.</i>	20

**ARTICLE 9 - HEALTH AND WELFARE ..... 20**

1. ... <i>Medical Coverage.</i>	20
2. ... <i>Flexible Benefits.</i>	21
3. ... <i>Life Insurance.</i>	21
4. ... <i>Dental Insurance.</i>	21
5. ... <i>Disability Income Insurance.</i>	21
6. ... <i>Reinstatement from Medical Layoff.</i>	21
7. ... <i>Workers' Compensation.</i>	22
8. ... <i>Full-Time Employees.</i>	22
9. ... <i>Benefits for Regular Part-Time Employees.</i>	22
10. . <i>Insurance After Termination.</i>	22
11. . <i>Benefits Waiting Period.</i>	22
12. . <i>Benefits Review Committee.</i>	23
13. . <i>Job Share.</i>	23
14. . <i>Plan Changes Required by Law or Insurance Carrier.</i>	24
15. . <i>Health Reimbursement Account</i>	24
16. . <i>Deferred Compensation Plan</i>	25

**ARTICLE 10 - WAGES ..... 25**

1. ... <i>Wages and Classification Schedule.</i>	25
2. ... <i>Overtime.</i>	26
3. ... <i>Longevity.</i>	27
4. ... <i>Bilingual Skills Pay.</i>	27
5. ... <i>Retirement Contributions.</i>	27
6. ... <i>U.S. Department of Housing and Urban Development (HUD)</i>	28

**ARTICLE 11 - SETTLEMENT OF DISPUTES..... 28**

<i>Grievance and Arbitration Procedure.</i>	28
---	----

**ARTICLE 12 - DISCIPLINE AND DISCHARGE ..... 29**

**ARTICLE 13 - FAIR SHARE AGREEMENT ..... 31**

**ARTICLE 14 - ASSOCIATION RIGHTS ..... 32**

1. ... <i>Access to Workers.</i>	32
2. ... <i>Notification to Authority.</i>	32
3. ... <i>Association Negotiators.</i>	32
4. ... <i>No Discrimination.</i>	32
5. ... <i>Association Business on Authority Paid Time</i>	32

**ARTICLE 15 - LAYOFF AND RECALL ..... 33**

1. ... <i>Reason for Layoff / Layoff Order</i>	33
2. ... <i>Notice of Layoff and Bumping Options</i>	34
3. ... <i>Layoff and Bumping Process</i>	34
4. ... <i>Qualifications Review Committee</i>	35
5. ... <i>Layoff Status</i>	35
6. ... <i>Seniority</i>	36

<b>ARTICLE 16 - CLASSIFICATION .....</b>	<b>36</b>
1. ... <i>Request for Reclassification.</i>	36
2. ... <i>Classification/Compensation Review Panel.</i>	37
<b>ARTICLE 17 - HEALTH AND SAFETY .....</b>	<b>38</b>
<b>ARTICLE 18 - STAFF DEVELOPMENT.....</b>	<b>38</b>
<b>ARTICLE 19 - MISCELLANEOUS .....</b>	<b>39</b>
1. ... <i>Uniforms.</i>	39
2. ... <i>Change in Working Conditions.</i>	39
3. ... <i>Travel Pay.</i>	39
4. ... <i>Use of Authority-Owned Motor Vehicles.</i>	40
5. . <i>Workload</i>	40
6. ... <i>Employment Policies and Practices.</i>	40
7. ... <i>Limited-Term Appointments.</i>	40
8. ... <i>Personnel Files.</i>	40
9. ... <i>Electronic Mail</i>	41
10. . <i>Interview/Testing Time</i>	42
<b>ARTICLE 20 - TRANSFERS .....</b>	<b>42</b>
1. ... <i>Interdepartmental Transfers:</i>	42
2. ... <i>Intradepartmental Transfers:</i>	42
<b>ARTICLE 21 – PERFORMANCE EVALUATION .....</b>	<b>42</b>
<b>ARTICLE 22 - SAVINGS CLAUSE.....</b>	<b>43</b>
<b>ARTICLE 23 - TERMINATION.....</b>	<b>43</b>



2016-2018 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 1462.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1560 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve month period from their original date of hire 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 effected group of employees, provided, however, this would 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 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 as follows:

- (a) All employees in maintenance classifications shall serve a probationary period of six months;
- (b) All employees in non-maintenance classifications shall serve a probationary period of one year.

During the probationary period, an employee may be dismissed for any reason deemed appropriate by the H3S 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 his former position if the H3S 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. *Reclassification.***

If an employee's position is reclassified to a higher level and the employee meets the minimum qualifications of the position, the employee will not be required to compete for the position and will be placed in the new range with a five percent (5%) increase over the employee's current salary or the minimum of the range, whichever is greater.

**4. *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.

**5. *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 - Administrative Staff.***

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. *Regular Hours - Maintenance Staff.***

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

**3. *Work Week.***

The work week shall consist of five (5) consecutive seven and one-half (7.5) hour days (eight (8) hour days for maintenance), Monday through Friday inclusive, except as may be required for emergencies or meetings or modified by Article 4, Section 5.

**4. *Rest Periods.***

All employees' work schedules shall provide for a rest period of fifteen (15) minutes during each one-half (1/2) of the seven and one-half (7.5) hour shift (eight (8) hour shift for maintenance). 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.

## **5. Four Day Work Week.**

If requested by the employee and consistent with the needs of the Authority, provisions may be made for a four (4) day work week.

- (a) Hours of Work. The work week shall consist of four (4) consecutive days. The first three shall be nine and one-half (9.5) hour days and the fourth shall be a nine (9) hour day for 37.5 hour employees or four ten (10) hour days for 40 hour employees, unless otherwise agreed by both the employee and supervisor. However, once a schedule is agreed upon, it shall be adhered to unless further agreed to a permanent change by both the employee and supervisor.
- (b) Weekend Holidays. Whenever a holiday shall fall on the first of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in his/her regular work week shall be observed as a holiday. Whenever a holiday shall fall on the second or third of the three (3) days not included in the employee's regularly scheduled work week, the following day in his/her regular work week shall be observed as a holiday.
- (c) Sick Leave - Hours Charged. Employees shall be charged for sick leave in an amount equal to the time they are absent from work.
- (d) Vacation Leave - Hours Charged. Employees shall be charged for vacation leave in an amount equal to the time they are absent from work.
- (e) Overtime. One and one-half (1.5) times the employees 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:
  - 1. All authorized work performed in excess of nine (9), nine and one-half (9.5) or ten (10 maintenance) hours in any work day;
  - 2. All authorized work performed in excess of thirty-seven and one-half (37.5) hours (forty [40] for maintenance) in any work week;
  - 3. All authorized work performed on the fifth, sixth, or seventh day of the work week.  
If agreed to by an administrative employee and his supervisor, compensatory leave in the amount of time and one-half (1.5) may be taken in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours. This option is not available to maintenance employees.

**Holidays. Employees with an 80 hour per pay period schedule shall be paid ten (10) hours per day for the holiday. Employees with a 75 hour per pay period schedule shall be paid nine and one half (9.5) hours per day for holidays.6. Flexible Scheduling.**

All employees covered by this Agreement shall be eligible for the following provisions:

The Housing Authority and the Association recognize that in order to adequately serve the public, the employee and supervisor may agree to a flexible schedule, provided that: the agreed upon schedule is consistent with the needs of the Housing Authority; the schedule does not establish a work day that is less than four (4) hours nor more than (10) hours; and the schedule does not establish a work week in excess of 40 hours. Nothing in this Article shall be construed to supersede the right of management to determine schedules as provided in Article 2-3.

- (a) Work Day and Work Week. Within the parameters outlined above, the work week and the work day may be defined by mutual agreement between the employee and supervisor. Examples are, but are not limited to:
- Four (4) consecutive days of ten (10) hours each (40-hour work week);
  - 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 consecutive days off, followed by one day of ten (10) hours, one day of nine (9) hours, one day of eight (8) hours, one day of seven (7) hours and one day of six (6) hours, followed by two consecutive days off (80-hour work period).
  - Four (4) consecutive days of ten (10) hours each, followed by three consecutive days off, followed by two (2) days of eight hours each, one (1) day of nine (9) hours and one(1) day of ten (10) hours, followed by three 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);
  - Three (3) consecutive days of nine and one-half (9.5) hours, followed by one day of nine (9) hours (37.5-hour work week).
  - One (1) week of four (4) nine (9) hour days and one day of eight hours; and one (1) week of four (4) nine (9) hour days, with Friday off

	<u>A.</u>	<u>B.</u>	<u>C.</u>
<u>Base:</u>	<u>4 day 40 hour</u>	<u>4 day 37.5hour</u>	<u>5 day 40 hour</u>
<u>OT:</u>	<u>10 hours a day</u> <b>OR</b> <u>40 hours/week</u>	<u>10 hours a day</u> <b>OR</b> <u>37.5 hours/week</u>	<u>8 hours a day</u> <b>OR</b> <u>40 hours/week</u>
<u>Holiday:</u>	<u>10/hours</u>	<u>9.5/hours</u>	<u>8/hours</u>

	<u>D.</u>	<u>E.</u>
<u>Base:</u>	<u>5 day 37.5 hour</u>	<u>4 day 9 hour +</u> <u>1 day 8 hour</u> <b>THEN</b> <u>4 day 9 hour</u>
<u>OT:</u>	<u>7.5 hours a day</u> <b>OR</b> <u>37.5 hours/week</u>	<u>9 hours a day</u> <b>OR</b> <u>80 hours /pay period</u>

<u>Holiday:</u>	<u>7.5/hours</u>	<u>Holiday:</u>	<u>9/hours</u>
-----------------	------------------	-----------------	----------------

(b) Flexible Work Shift

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 Flexible Scheduling. It is understood that such agreements will not create an overtime liability for the Authority unless previously authorized in advance by the supervisor.

(c) Overtime.

Overtime must have prior approval of a supervisor. 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, but compensation shall not be paid twice for the same hours:

1. All authorized work in excess of 7.5 hours for employees on a 37.5 hour 5 day work week, 8 hours for employees on a 40 hour 5 day work week, 9 hours for an employee on the 9-80 work schedule, or 10 hours for employees on a 4 day work week, in a work day shall be compensated at the overtime rate.
2. All authorized work in excess of thirty-seven and a half (37 ½) hours in a work week shall be compensated at the overtime rate, or forty (40) hours for an employee on a forty (40) hour work week or 80 hours in a two-week pay period for employees on the 9-80 work schedule.
3. All hours worked on the employee's days off will be compensated at the overtime rate.
4. Compensatory time in lieu of overtime up to a maximum accrual of forty (40) hours may be accrued in lieu of pay for overtime if agreed to by the employee and the Executive Director. This option is not available to maintenance employees.
5. For employees working a 9-80 work schedule, overtime shall be paid if an employee works more than nine (9) hours in a day or eighty (80) hours in a pay period.

(d) Rest Periods. The normal provisions apply for regular shifts of 7.5 to 10 hours. For shifts of 7 hours or less, breaks shall be provided after each work period of approximately two hours (lunch is considered a break for purposes of legally mandated rest periods).

**7. 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, he/she 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, he/she will be paid at the classification level for the work that is being performed.

In the event that an employee receives a call which s/he 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 7(a) fail to provide adequate customer service from the Maintenance Pool within twelve (12) hours of the emergency call, the Asset Manager, at his/her 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 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.

**8. 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. This section specifically references but is not limited to the positions of Tenant Services Coordinator and Technical Coordinator.

**9. 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.

**10. 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.

**11. Employee Reporting Expectations.**

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. Employees can also check the Employee Hotline at 503.655.8568. 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;

- 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 9-80 schedule: 9 hours, other than the Floating Holiday, shall be paid as outlined in the CBA.

5) Employees on a 4 day 40 hour work week: 10 hours

**2. *Weekend Holidays.***

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.

**3. *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.

**4. *Holiday Work.***

If an employee works on any of the holidays listed above, as approved by the supervisor, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1.5) his/her regular rate of pay. The employee may have the option, with the approval of his/her 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) his/her regular rate of pay for all hours worked.

**5. *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 his/her 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 237.153, 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 Director may deny such request in specific circumstances where an employee has reoccurring short term absences beyond his/her accrual. At the option of the employee, 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 his/her 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 notice and 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, she/he 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 his/her 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 his/her 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 ORS 402.210 - 407.290.

**6. Parental Leave.**

Parental leave will be granted in accordance with Employment Policy and Practice #9.

**7. Maternity Leave.**

Maternity leave shall be granted in accordance with Employment Policy and Practice #8.

**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 Housing Authority 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 Housing Authority 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 Employment Policy and Practice #10.

**10. Immediate Family Defined.**

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

All leaves referenced by this Article shall be authorized by the Housing Authority Director or designee. Such authorization shall be in writing and signed by the Housing Authority 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 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 medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 12.

Effective January 1, 2016, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1371.56.

Effective January 1, 2017, 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 2016 Authority contribution.\$.

Effective January 1, 2018, 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 2017 Authority contribution.

The Authority agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the Authority. Effective July 1, 2015 the amount of cash back will be \$152per employee per month provided the Association ratifies the 2016-2018 successor agreement by noon on January 8, 2016. This amount shall increase by 5% on January 1, 2016, and by 5% on January 1, 2017, and by 5% on January 1,2018.

The Authority and the union will make plan design changes through the Benefits Review



Committee as may be needed to keep the total annual increase five percent (5.0%) each year or less. In addition, the Benefits Review Committee will make an assertive effort to make plan design changes as may be needed to keep the total annual increase at or below five percent (5%) 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 Risk and Benefits 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 provide dental coverage to 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.

The Authority agrees to contribute up to 100% during this agreement towards the cost of a dental plan. When allowed under a federal and state law, employees may choose to opt out of a dental coverage plan or opt down to a less expensive plan and receive cash back for the difference (less applicable payroll taxes and PERS/OPSRP contributions).

**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 his/her 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 his/her 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. *Benefits 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 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 benefit dollars for medical, dental, and life insurance coverage up to the maximum stated in Sections 1, 3, and 4 of Article ~~9IX~~. Medical and dental insurance 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 waiting periods defined in Article ~~6VI~~ and Article ~~7VII~~.

- (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 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.

#### **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 pre-tax wages, unless he or she 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 the this agreement by both parties.

### **ARTICLE 10 - WAGES**

#### **1. *Wages and Classification Schedule.***

- (a) After ratification by both parties, employees shall receive a 2.1% cost of living increase effective the first day of the pay period after the ratification date provided the Association ratifies the 2016-2018 successor agreement by noon on January 8, 2016,. 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 the beginning of the pay period starting July 4, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of the cost of living.

Employees shall be compensated for the fiscal years 2016 – 2017 with a minimum increase of 2% and a maximum of 4.5% cost of living increase and for fiscal year 2017-2018 with a minimum increase of 2% and a maximum increase of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index (CPI). The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Portland-Salem, OR-WA CPI-W (Urban Wage Earner and Clerical Workers) as reported by the U.S. Department of Labor. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

- (b) When any position not listed on the Wage Schedule is established, which shall be published on the Department of Employee Services 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 his/her 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 maintenance employees, any work assigned by his/her 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.

- (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 5 or Section 6), but compensation shall not be paid twice for the same hours:

- (a) All authorized work in any work day performed in excess of the employees work day schedule 7.5, 8 or 10 hours. Also See Article 4 (Hours of Work).
- (b) All authorized work performed in excess of thirty-seven and one-half (37-1/2) hours in any work week (forty [40] for maintenance).
- (c) All authorized work performed on Saturday or Sunday.

If agreed to by an employee and his department or division head, 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. This option is not available to maintenance employees.

Notwithstanding the above, an employee and his/her supervisor may agree to flex the employee's schedule to any agreed work hours during the work week. If such flex schedule does not result in the employee working over 37 hours (40 for maintenance) during the week, the employer shall not be required to pay overtime for days during that week in which the employee works beyond 7.5 hours.

- (d) 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 redesignation of a position to "bilingual required" status would be done for the sole purpose of superseding the layoff provisions of this Agreement.

**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**

***Grievance and Arbitration Procedure.***

1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, 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 and an Association representative, with or without 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 Health, Housing, and Human Services (H3S) Director within seven (7) working days after the Executive Director's is due. The Executive Director shall respond to the Association representative within seven (7) working days.

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 seven (7) working days after the response of the H3S Director is due. The Board of the Housing Authority or its designee(s) and an Association representative, with or without 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 seven (7) working days.

Step 4. If the grievance is still unsettled, either party may request arbitration within ten working (10) 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 arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. 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. 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 purposed 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 skilled 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 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 about disciplinary action taken against her/him 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 written or oral reprimand, suspension, discharge, or demotion. 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 he/she reasonably believes could lead to disciplinary action against him/her. 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:

- Inquire about the purpose and subject of the meeting;
- Asking clarifying questions;
- Ask clarifying questions at the end of the interview; and
- 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 warnings) 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.

2. 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. The Association shall submit such grievance at Step 1 of the procedure not 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. 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 - FAIR SHARE AGREEMENT**

1. The Authority and the Association agree to a "Fair Share" agreement for all employees whose classifications are included in Article I of this Agreement.

2. Inasmuch as it is required that the Association represent every employee within the bargaining unit, making each employee thus a recipient of the Association's services, it is mutually agreed and recognized by the parties that each employee who, on July 13, 1984, or any date thereafter, is an employee of the Authority and a member of the bargaining unit set forth in Article 1 to which the Association serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Association of which amount shall be deducted from each Association member and each non-member's compensation and remitted to the Treasury of the Association.

3. Such uniform amounts as the Association Treasurer certifies to the Authority as the dues approved by the members of the Association shall remain as the reasonable amount to be deducted thereunder.

4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting such a deduction. It is understood that the like amount shall only be used as directed by the Association Constitution and Bylaws.

5. Any employee objecting on religious tenets or teaching of a church or religious body of which that employee is a member, will inform the Association of that objection. The employee and Association shall agree on a mutually satisfactory arrangement for a dues equivalent contribution to a non-religious charity.

6. The Authority will not be held liable for check off 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 check off, Payroll will, upon request, provide an updated list of employees who have paid union dues.

## ARTICLE 14 - 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 Authority.**

The Association shall advise the Authority in writing of the names of all authorized representatives, Association representatives, and officers. 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 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. All reference to employees in this Agreement designate both sexes and, wherever the male gender is used, it shall be construed to include male and female employees. 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**

Association representatives shall be allowed to conduct the following Association related business on Authority paid time:

- 5.1 Representing an employee in an investigatory interview/meeting (unless the employee objects);
- 5.2 Representing an employee in a pre-disciplinary or disciplinary meeting (unless the employee objects);

- 5.3 Participating in Union Presidents Meeting with County management staff;
- 5.4 Participating in a labor-management meeting with County labor relations staff;
- 5.5 Participating in any other meeting at the request of County management;
- 5.6 During a paid lunch or paid break;
- 5.7 Providing an employee with reasonable assistance with a grievance or dispute pursuant to Article 4 of the collective bargaining agreement.

These guidelines do not relieve the Association representative 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.

The Association representative must record any time involved in Association business during paid Authority time on their department's timekeeping system with the exception of approved vacation or compensatory time (and with the exception of lunch or breaks, depending on department policy).

If the 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, pre-disciplinary, or 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 Housing Authority Director may request an exception to the order of layoff in writing to the Director of Health, Housing and Human Services 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 Director of Health, Housing and Human Services. The judgment of the Director of Health, Housing and Human Services shall be final unless such judgment is shown to be arbitrary or capricious.

The Director of Health, Housing and Human Services 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 he/she has five (5) working days from his/her initial notification of layoff to submit a complete list of his/her qualifications, skills and abilities to the Authority.

If the employee exercises his/her 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 his/her supervisor, identify those positions that the employee believes he/she 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 his/her 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 Director of Employee Services, 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 his/her 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 he/she is no longer available for recall. Failure to notify terminates any and all relationships with the Authority. Layoff status will automatically terminate after three (3) 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 - CLASSIFICATION**

**1. Request for Reclassification.**

An employee may request a position review for proper classification placement when the employee believes that there has been significant change in duties and responsibilities of the position. The request for review shall first go to the employee's supervisor and Appointing Authority for review and comment. The Housing Authority shall forward the request to the County Personnel Division 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 Director of Employee Services. The Director of Employee Services will notify the employee within 14 working days of the disposition of the request as provided under the Housing Authority Personnel Policy, Section II, subsection 8.

When a position is reclassified to a classification that carries a higher salary range, if in the opinion of the Executive Director of the Housing Authority, the incumbent employee has been performing the duties of the higher classification for a period of six months, the incumbent employee shall be reclassified to the higher classification. 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 maximum of the salary range. If the Executive Director of the Housing Authority finds that 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)<sup>1</sup>, the determination and reclassification shall justify retroactive pay for six (6) months. Such employee shall not serve a probationary period of six months. If an employee is reclassified and has not been in a temporary out-of-class (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 during the reclassification study 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, however, there are special circumstances that affect completion of a reclassification, the Appointing Authority may authorize retroactive (TOC) pay which exceeds 6 months and is not limited to the current fiscal year.

Under special circumstances, with the agreement of the Executive Director of the Housing Authority, the Director of Employee Services 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 Department of Employee Services, 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 Director of Employee Services 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 hour for the panel to deliberate). The CCRP shall review

---

<sup>1</sup> Employees working TOC will continue to be eligible for merit step increases if not at the top of their current salary grade. If an employee receives a merit step increase while on TOC, the TOC rate will be increased accordingly.

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 Director of Employee Services. The Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Housing Authority Board of Commissioners. The Director of Employee Services 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 of the Housing Authority, 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, one (1) jacket and required personal protective equipment to every new maintenance employee. A \$200.00 uniform allowance will be issued to each maintenance employee for each July 1 thereafter. The employee will have 60 days to spend this allowance on approved uniforms at a vendor chosen by the Housing Authority. All employees will be responsible for keeping uniforms in fit condition. An employee who works in conditions in which wear and tear on uniforms is more severe, may opt to use a part or all of their uniform allowance to purchase denims, boots, shoes, or coveralls from a different vendor. Any required protective equipment or safety equipment, i.e., rubber boots, overalls, hearing protection, safety glasses, helmets, etc., 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. Whenever any changes to employment relations are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days.

### **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 her/his 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 his/her 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 of his designee will schedule an appointment for the viewing of the file. The Executive Director, the DHS Director and persons specifically directed by the DHS 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 his/her 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 21 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.

**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 department director shall review and rate the work performance of each employee using established performance evaluation forms as a basis for the rating. The Director of Health, Housing and Human Services shall receive a copy of the evaluation, which shall be jointly completed by the employee and his/her 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 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 Department of Health, Housing, and Human Services. When signing the evaluation form, the employee may add "in disagreement" next to his or his signature.

It is the responsibility of the department 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 as of January 1, 2016, except as otherwise agreed (e.g. implementation of WFS) and shall remain in full force and effect through June 30, 2018, or the date of a subsequent agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2018 and each year thereafter unless either party shall notify the other in writing not later than January 1, 2018, 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. Negotiations may continue at the request of either party on issues relating to layoff procedures and similar matters.

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 \_\_\_\_\_, 2016

FOR THE ASSOCIATION:

FOR THE AUTHORITY:

\_\_\_\_\_  
Bob Escudero, CCEA-HA President

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

\_\_\_\_\_  
Don Miller, CCEA-HA Vice-President

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

\_\_\_\_\_  
Joshua Teigen, Bargaining Team  
Member

\_\_\_\_\_  
Charles Robbins, Executive Director,  
Housing Authority

---

Gary Knepper, Bargaining Team  
Member

---

Krista Weatherford, Chief Negotiator,  
Housing Authority

---

Kevin Keaney, CCEA Chief Negotiator

---

Lindsay White, Bargaining 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



January 21, 2016

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 (EA-T)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$518,949
<b>Funding Source</b>	General Fund
<b>Duration</b>	January 1, 2016 – June 30, 2018
<b>Previous Board Action</b>	November 24, 2015 - Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Julia Getchell, DES, 503/655-8292
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Department of Employee Services has concluded negotiations with the Clackamas County Employees' Association – Temp and Part Time (EA-T). The Union membership has voted to ratify the contract for January 1, 2016 through June 30, 2018. The agreement that was ratified by the Union is attached.

The significant wage and contract language changes are outlined below:

**Pay**

**Cost of Living Adjustment (COLA)**

- For fiscal year 2015-16, 2.1% based on CPI-W and effective the first day of the pay period after the ratification date, retroactive to July 4, 2015.
- For fiscal year 2016-17, 2.0-4.5% based on CPI-W effective July 1, 2016.
- For fiscal year 2017-18, 2.0-4.5% based on CPI-W effective July 1, 2017.

**Benefits**

**Employee Assistant Program (EAP)**

- Agreed to extend full EAP benefits to temporary and part time employees represented by EA.

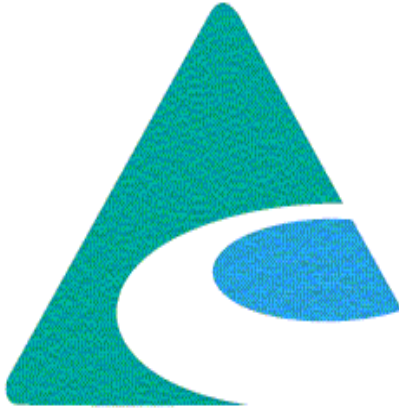
**RECOMMENDATION:**

Staff recommends the Board approve the attached contract for the Clackamas County Employees' Association – Temp and Part Time (EA-T) 2016 - 2018.

Respectfully submitted,

Evelyn Minor Lawrence, DES Director

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



**CLACKAMAS**  
C O U N T Y

**2016-2018  
AGREEMENT**

# Table of Contents

<b>PREAMBLE .....</b>	<b>3</b>
<b>ARTICLE 1 - RECOGNITION.....</b>	<b>3</b>
<b>ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS.....</b>	<b>3</b>
<b>ARTICLE 3 - FAIR SHARE AGREEMENT .....</b>	<b>4</b>
<b>ARTICLE 4 - ASSOCIATION RIGHTS.....</b>	<b>4</b>
1. <i>Access to Workers.</i> .....	4
2. <i>Notification to County.</i> .....	4
3. <i>Association Negotiators.</i> .....	5
4. <i>No Discrimination</i> .....	5
5. <i>Electronic Mail</i> .....	5
<b>ARTICLE 5 - PAID TIME OFF.....</b>	<b>6</b>
<b>ARTICLE 6 - CLASSIFICATIONS.....</b>	<b>7</b>
1. <i>Regular Classifications.</i> .....	7
2. <i>Special Title Positions.</i> .....	7
<b>ARTICLE 7 - WAGES .....</b>	<b>7</b>
1. <i>Wages.</i> .....	7
2. <i>North Clackamas Parks &amp; Recreation District Merit Schedule</i> .....	8
3. <i>General County Departments Merit Schedule</i> .....	8
4. <i>North Clackamas Parks &amp; Recreation District Work-Related Additional Certification Pay.</i> .....	9
5. <i>Overtime/Compensatory Time</i> .....	9
6. <i>Bilingual Pay.</i> .....	9
7. <i>Juvenile Relief Worker, Juvenile Relief Worker, Lead and Juvenile Counselor 1 for the Juvenile Division</i> .....	10
8. <i>Emergency Services for Community Mental Health Program.</i> .....	10
<b>ARTICLE 8 - DISCIPLINE.....</b>	<b>11</b>
<b>ARTICLE 9- SETTLEMENT OF DISPUTES .....</b>	<b>11</b>
1. <i>Grievance Procedure</i> .....	11
<b>ARTICLE 10 - WORKERS' COMPENSATION .....</b>	<b>12</b>
<b>ARTICLE 11 - BENEFITS .....</b>	<b>12</b>
1. <i>Employee's Assistance Plan</i> .....	12
2. <i>Retirement Contributions.</i> .....	12
<b>ARTICLE 12 - HOURS OF WORK.....</b>	<b>12</b>
1. <i>Work Schedules.</i> .....	12
2. <i>Meal and Rest Breaks</i> .....	12
3. <i>Employee Reporting Expectations</i> .....	13
<b>ARTICLE 13- DURATION OF EMPLOYMENT .....</b>	<b>13</b>
1. <i>Definitions.</i> .....	13
2. <i>Unallocated Employees Annual Work Hours Limits</i> .....	14
3. <i>Ongoing Unallocated Employees Classifications.</i> .....	14

<b>ARTICLE14 - MISCELLANEOUS</b> .....	<b>15</b>
1. <i>Labor/Management</i> .....	15
2. <i>Drug and Alcohol Testing</i> .....	15
3. <i>Uniform Policy – NCP&amp;RD Aquatic Park</i> .....	15
<b>ARTICLE 15 - SAVINGS CLAUSE</b> .....	<b>16</b>
<b>ARTICLE 16 - TERMINATION</b> .....	<b>17</b>

2016-2018  
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 2006-2009 agreement between the Clackamas County Employees' Association -Temporaries and Part-Time, and Clackamas County. Please refer to Article XIII 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 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 - FAIR SHARE AGREEMENT

1. The County and the Association agree to a "Fair Share" agreement for all employees with classification or job titles included in Article I of this Agreement.

2. Inasmuch as it is required that the Association represent every employee within the bargaining unit, making each employee thus a recipient of the Association's services, it is mutually agreed and recognized by the parties that each employee who, on July 1, 1997, or any date thereafter, is an employee of the County and a member of the bargaining unit set forth in Article I to which the Association serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately in the amount of dues uniformly required of each member of the Association, which amount shall be deducted from each Association and each non-Association member's compensation and remitted to the Treasury of the Association.

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

4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting Association membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the Constitution and Bylaws of the Association.

5. Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will inform the Association of his/her objection. The employee will meet with the representative of the Association and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Association membership dues to a non-religious charity.

6. The County will not be held liable for check-off 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.

### 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 all authorized representatives, Association representatives, and officers. 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 his/her 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. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees. 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 his/her illness or to care for a member of his/her 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 Positions.**

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

## ARTICLE 7 - WAGES

### 1. *Wages.*

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

After ratification by both parties, employees shall receive a 2.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period starting July 4, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of the cost of living.

Employees shall be compensated for the fiscal year 2016-2017 with a minimum increase of 2% and a maximum of 4.5% and 2017-2018 with a minimum increase of 2.0% and a maximum of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA as reported by the U.S. Department of Labor. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

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 inservice training for the purpose of renewal, that employee will be responsible for obtaining the information on his 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 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 Employee Services.

**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 Emergency Services for Behavioral Health Crisis Program The provisions of this Section apply to on call status and work performed after 6:30 p.m. and before 8:00 a.m. of regular workdays, 24 hours on weekends and holidays by the on-call Mental Health Director's designee . 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.

Behavioral Health Division employees who are Qualified Mental Health Professionals (QMHP) 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.

c. Shifts:

1. The weekday shift begins at 6:30 p.m. Sunday through Thursday and ends at 8:00 a.m. of the following day.
2. The weekend Friday shift begins on Friday at 6:30 p.m. and ends on Saturday at 6:30 p.m.
3. The weekend Saturday shift begins on Saturday at 6:30 p.m. and ends on Sunday at 6:30 p.m.
4. The holiday shift begins at 6:30 p.m. the night before any holiday recognized and observed by the County and ends at 6:30 p.m. on the day of such holiday.
5. The holiday closing shift begins at 6:30 p.m. the night of any holiday recognized and observed by the County and ends at 8:30 a.m. the following day if the holiday is observed on a weekday or ends at 6:30 p.m. the following day if the holiday is observed on a weekend.

d. Compensation: After Hours Second Call assignments will be paid as follows:

1. Week Day Shift: Two hours of straight time for carrying a phone/pager and/or laptop for the shift. In addition, two hours of straight time if one or more calls are received by the employee during the shift. In addition, time and a half for any hours actually worked beyond the initial four hours of straight time.
2. Weekend Shift (Friday and Saturday): Four hours straight time for carrying a phone/pager and/or laptop for the shift. In addition, four hours straight time if one or more calls are received by the employee during the shift. In addition, time and a half for any hours actually worked.
3. Holiday Shift: Six hours straight time pay for carrying a phone/pager and/or laptop and receiving any calls. In addition, time and a half for any hours actually worked beyond the initial paid six hours of straight time.
4. Holiday Closing Shift: Four hours of straight time for carrying a phone/pager and/or laptop and receiving any calls. In addition, time and a half for any hours actually worked beyond the initial paid four hours of straight time.
5. Time worked shall be billed in increments of fifteen (15) minutes. Between the hours of 11:00 p.m. and 7:00 a.m. the minimum billing for time worked shall be one hour.
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.
7. 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, on site at hospitals or jails, etc., and travel time to such sites shall be considered time worked.

## **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, 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 and an Association representative, with or without 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 and an Association representative, with or without 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. Steps I and II may be skipped by mutual agreement.

4. When an employee voluntarily separates from County employment, all pending grievances filed on behalf of such employee about disciplinary action taken against her/him 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)

<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 503.655.8568. 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 X. Wages.

**ARTICLE 13- DURATION OF EMPLOYMENT**

**1. Definitions.**

Allocated employees: Allocated employees are employees who have been hired through an Employee Services competitive recruitment process. They occupy a regular budget 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 employees who have not been hired through an Employee Services competitive recruitment process and do not occupy a regular budgeted position.

**2. *Unallocated Employees Annual Work Hours Limits.***

Unallocated employees are limited to working 1462.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1560 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve month period from their original date of hire 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 the employee's next twelve month cycle would begin. Employees terminated and rehired will continue to retain their twelve month cycle based on the employee's original hire date. Work hours will be calculated on that cycle and include regular and overtime hours worked.

## ARTICLE 14 - MISCELLANEOUS

### 1. **Labor/Management.**

The County and the Association have agreed to form a labor management committee with the following guidelines:

a. Membership. The 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.

## 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.

**ARTICLE16 - TERMINATION**

1. This Agreement shall become effective as of the January 1, 2016, and shall remain in full force and effect through June 30, 2018, or the date of signing a subsequent Agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2018, and each year thereafter unless either party shall notify the other in writing not 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 not 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, 2016.

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

**For the County:**

\_\_\_\_\_  
Bob Escudero, President

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Kevin Keaney, Chief Negotiator

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

\_\_\_\_\_  
Laura Zentner, Bargaining Team Member

\_\_\_\_\_  
James Callahan, Bargaining Team  
Member

\_\_\_\_\_  
Julia Getchell, Chief Negotiator

January 21, 2016

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 (AFSCME-DTD)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$1,027,598
<b>Funding Source</b>	General Fund
<b>Duration</b>	July 1, 2015 – June 30, 2018
<b>Previous Board Action</b>	November 24, 2015 - Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Julia Getchell, DES, 503/655-8292
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Department of Employee Services has concluded negotiations with AFSCME Department of Transportation and Development (AFSCME-DTD). The Union membership has voted to ratify the contract for fiscal years 2015-16, 2016-17, and 2017-18. The agreement that was ratified by the Union is attached.

The significant wage and contract language changes are outlined below:

**Cost of Living Adjustment (COLA)**

- For fiscal year 2015-16, 2.1% based on CPI-W and effective the first day of the pay period after the ratification date, retroactive to July 1, 2015.
- For fiscal year 2016-17, 2.0-4.5% based on CPI-W effective July 1, 2016.
- For fiscal year 2017-18, 2.0-4.5% based on CPI-W effective July 1, 2017.

**Other Wage Increases**

- Accountant 1, \$0.38/hour, effective 07/01/2015.
- Accountant 2, \$0.50/hour, effective 07/01/2015.
- Accountant Sr., \$0.66/hour, effective 07/01/2015.
- Accounting Specialist 1, \$0.21/hour, effective 07/01/2015.
- Accounting Specialist 2, \$0.24/hour, effective 07/01/2015.

- Administrative Analyst 2, \$0.50/hour, effective 07/01/2015.
- Administrative Analyst Sr., \$0.53/hour, effective 07/01/2015.
- Administrative Assistant, \$0.22/hour, effective 07/01/2015.
- Customer Information Specialist, \$0.21/hour, effective 07/01/2015.
- Office Specialist 1, \$0.08/hour, effective 07/01/2015.
- Office Specialist 2, \$0.16/hour, effective 07/01/2015.

**Compensation Studies (no financial impact at this time)**

- Mechanic. Study to be completed by February 29, 2016
- Mechanic, Sr. Study to be completed by February 29, 2016
- Equipment Maintenance Coord. Study to be completed by February 29, 2016
- Ferry Operator. Study to be completed by December 31, 2016
- Bridge Maintenance Worker. Study to be completed by December 31, 2016

**RECOMMENDATION:**

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

Respectfully submitted,

Evelyn Minor Lawrence, DES Director

<b>PREAMBLE .....</b>	<b>6</b>
<b>ARTICLE 1 - DEFINITIONS.....</b>	<b>6</b>
1. EMERGENCY.....	6
2. SUPERVISORY EMPLOYEE.....	6
3. CONFIDENTIAL EMPLOYEE.....	6
4. REGULAR EMPLOYEE.....	6
5. REGULAR PART-TIME EMPLOYEE.....	6
6. TEMPORARY EMPLOYEE.....	6
7. SEASONAL EMPLOYEE.....	7
8. EXEMPT EMPLOYEE.....	7
9. LIMITED TERM EMPLOYEE.....	7
10. SHOP STEWARDS.....	7
<b>ARTICLE 2 - RECOGNITION.....</b>	<b>7</b>
<b>ARTICLE 3 - PRESERVATION OF PUBLIC RIGHTS.....</b>	<b>7</b>
9. ELECTRONIC MAIL (MOVED FROM ARTICLE 23 – GENERAL PROVISIONS) .....	10
<b>ARTICLE 5 - UNION SECURITY AND CHECKOFF.....</b>	<b>11</b>
<b>ARTICLE 6 - P.E.O.P.L.E.....</b>	<b>12</b>
(PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY).....	12
<b>ARTICLE 7 - HOURS OF WORK.....</b>	<b>12</b>
1. REGULAR HOURS.....	12
2. WORK WEEK.....	12
3. WORK DAY.....	12
4. WORK SCHEDULES.....	13
5. CONTINUOUS OPERATIONS.....	13
6. SHIFT PREFERENCE.....	13
7. REST PERIODS.....	13
8. MEAL PERIODS.....	13
9. CLEANUP TIME.....	13
10. EMERGENCY WORK SHIFT.....	13
11. FLEXIBLE SCHEDULING.....	14
<b>ARTICLE 8 - HOLIDAYS.....</b>	<b>15</b>
1. HOLIDAYS.....	15
2. HOLIDAY PAY.....	15
3. WEEKEND HOLIDAYS.....	15
4. HOLIDAY DURING LEAVE.....	16
5. HOLIDAY WORK.....	16
<b>ARTICLE 9 - SICK LEAVE.....</b>	<b>16</b>
1. ACCRUAL.....	16
2. IMMEDIATE FAMILY.....	16
3. UNUSED SICK LEAVE AT THE TIME OF RETIREMENT.....	16
4. REGULAR PART-TIME EMPLOYEES.....	16
5. USE OF SICK LEAVE.....	16
<b>ARTICLE 10 - VACATION LEAVE.....</b>	<b>17</b>
1. ACCRUAL.....	17
2. ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.....	18
3. VACATION TIMES.....	18
4. TERMINATION OR DEATH.....	18
<b>ARTICLE 11 - OTHER LEAVES.....</b>	<b>18</b>
1. GENERAL PROCEDURE FOR LEAVES OF ABSENCE.....	18

2.	JURY DUTY.....	19
3.	UNION BUSINESS.....	19
4.	PARENTAL LEAVE.....	19
5.	FAMILY MEDICAL LEAVE.....	19
6.	LEAVE DONATION PROGRAM .....	19
7.	EDUCATIONAL LEAVE.....	19
8.	MILITARY AND OTHER SERVICE LEAVES.....	20
9.	COMPASSIONATE LEAVE.....	20
<b>ARTICLE 12 - HEALTH AND WELFARE.....</b>		<b>20</b>
1.	MEDICAL-COVERAGE.....	20
2.	FLEXIBLE BENEFITS.....	21
3.	LIFE INSURANCE.....	21
4.	DENTAL INSURANCE.....	21
5.	DISABILITY INCOME INSURANCE.....	21
6.	POSTHUMOUS BENEFITS.....	21
7.	FULL-TIME EMPLOYEES.....	22
8.	BENEFITS FOR REGULAR PART-TIME AND JOB SHARE EMPLOYEES.....	22
9.	BENEFITS WAITING PERIOD.....	22
10.	BENEFITS REVIEW COMMITTEE.....	22
11.	PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER.....	23
12.	HEALTH REIMBURSEMENT ACCOUNT.....	23
<b>ARTICLE 13 - WORKERS COMPENSATION .....</b>		<b>24</b>
1.	COVERAGE.....	24
2.	COMPENSATION PAYMENT.....	24
<b>ARTICLE 14 - WAGES .....</b>		<b>24</b>
1.	WAGES AND CLASSIFICATION SCHEDULE.....	24
2.	LONGEVITY PAYMENT.....	27
3.	OUT OF CLASS WORK.....	28
4.	PERS/OPSRP PAYMENT.....	29
5.	PREMIUM PAY.....	29
6.	REPORTING TIME.....	29
7.	CALL-IN TIME. – ROAD, BRIDGE, PARKS AND TRAFFIC MAINTENANCE.....	29
8.	STANDBY PAY.....	30
9.	SHIFT TRANSITION.....	31
10.	OVERTIME.....	31
11.	EXCEPTIONS.....	31
12.	DISTRIBUTION.....	31
13.	COMPENSATORY TIME OFF.....	32
14.	PAY FOR ACCUMULATED COMPENSATORY TIME.....	32
15.	TRAVEL PAY.....	32
16.	PORTAL TO PORTAL PAY.....	32
17.	PAY DAY.....	33
18.	INSPECTORS.....	33
19.	LEADWORKER PAY.....	33
20.	COMPUTATION OF HOURLY RATE.....	33
<b>ARTICLE 15 - FOUR DAY WORK WEEK.....</b>		<b>34</b>
1.	HOURS OF WORK (AMENDMENT TO ARTICLE 7).....	34
2.	HOLIDAYS (AMENDMENT TO ARTICLE 8).....	35
3.	SICK LEAVE (AMENDMENT TO ARTICLE 9).....	35
4.	VACATION LEAVE (AMENDMENT TO ARTICLE 10).....	35
5.	WAGES (AMENDMENT TO ARTICLE 14).....	35
<b>ARTICLE 16 - JOB SHARE .....</b>		<b>36</b>
1.	DEFINITION.....	36
2.	DETERMINATION.....	36

3.	PROBATIONARY PERIOD.....	36
4.	MERIT INCREASES AND PERFORMANCE APPRAISALS.....	36
5.	LONGEVITY.....	36
6.	VACATION LEAVE AND SICK LEAVE.....	36
7.	HOLIDAYS.....	36
8.	HEALTH AND WELFARE.....	37
9.	LAYOFF.....	37
	<b>ARTICLE 17 - FERRY OPERATORS.....</b>	<b>37</b>
1.	REGULAR FULL TIME.....	37
2.	WORK WEEK.....	37
3.	WORK ASSIGNMENT.....	37
4.	OVERTIME.....	37
5.	FERRY WORK SHIFT.....	37
6.	PERMANENT PLACE OF REPORTING.....	37
	<b>ARTICLE 18 - PERSONNEL RECORDS AND INFORMATION.....</b>	<b>37</b>
	<b>ARTICLE 19 - DISCIPLINE AND DISCHARGE.....</b>	<b>38</b>
1.	EMPLOYEES SUBJECT TO DISCIPLINARY ACTION.....	38
2.	REPRIMANDS SUBJECT TO APPEAL.....	38
3.	MANNER OF REPRIMAND.....	38
4.	PREDISMISSAL HEARING.....	38
5.	PROBATIONARY EMPLOYEE GRIEVANCE.....	39
	<b>ARTICLE 20 - SENIORITY.....</b>	<b>39</b>
	<b>ARTICLE 21 - LAYOFF.....</b>	<b>40</b>
1.	NOTIFICATION.....	40
2.	LAYOFF ORDER AND BUMPING RIGHTS.....	40
3.	EXCEPTION TO LAYOFF ORDER.....	40
4.	QUALIFICATIONS FOR BUMPING.....	40
5.	OPTIONS FOR LAID OFF EMPLOYEES.....	41
6.	TEMPORARY EMPLOYEES.....	41
7.	PAY RATES.....	41
8.	LAYOFF REGISTERS.....	41
9.	RECALL.....	42
10.	OPEN POSITIONS.....	42
11.	MANAGEMENT/CONFIDENTIAL EMPLOYEES.....	42
	<b>ARTICLE 22 - SETTLEMENT OF DISPUTES.....</b>	<b>43</b>
1.	GRIEVANCE AND ARBITRATION PROCEDURE.....	43
2.	CLASS ACTION GRIEVANCE.....	44
3.	PROCESSING GRIEVANCES.....	44
	<b>(MOVED TO NEW UNION RIGHTS ARTICLE.)ARTICLE 23 - CONTRACT WORK.....</b>	<b>44</b>
	<b>ARTICLE 24 - GENERAL PROVISIONS.....</b>	<b>45</b>
1.	NO DISCRIMINATION.....	45
2.	BULLETIN BOARDS.....	45
3.	(MOVED TO NEW UNION RIGHTS ARTICLE.)VISITS BY UNION REPRESENTATIVES.....	45
4.	EXISTING CONDITIONS.....	45
5.	RULES.....	45
6.	PROTECTIVE CLOTHING.....	45
7.	TOOL REPLACEMENT/ALLOWANCE.....	46
8.	LAUNDERING FEES.....	46
9.	COMMERCIAL DRIVER'S LICENSE AND FERRY OPERATOR'S LICENSE – PHYSICAL EXAMINATION.....	46
	<b>ARTICLE 25 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY.....</b>	<b>47</b>



1. LICENSE SUSPENSION POLICY.....	47
2. ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY.....	49
<b>ARTICLE 26 - SAVINGS CLAUSE.....</b>	<b>49</b>
<b>APPENDIX A - SKILLED BASED PAY PLAN.....</b>	<b>53</b>
DESCRIPTION.....	68
SKILLS BOARD COMPOSITION.....	68
SKILLS BOARD DUTIES AND RESPONSIBILITIES.....	68
SKILL PROFICIENCY.....	69
SBP PLAN ADVANCEMENT.....	69
APPEAL PROCESS.....	70
SBP PAY STEP INCREASE.....	70
TRAINING.....	70
ADDITIONAL TRAINING OPPORTUNITIES.....	71
MAINTENANCE OF SKILL PROFICIENCY.....	71
LICENSES AND CERTIFICATIONS.....	72
WORK ASSIGNMENTS.....	72
LAYOFF ORDER AND BUMPING RIGHTS.....	72
HIRING.....	72
SBP PLAN CHANGES.....	73
SKILL BASED PAY STEPS TABLE.....	73
BRIDGE MAINTENANCE WORKER SKILLS LIST.....	73
<b>TRAFFIC CONTROL WORKER (SBP).....</b>	<b>77</b>
DESCRIPTION.....	77
SKILL CATEGORY DEFINITIONS.....	77
SKILLS BOARD COMPOSITION.....	77
SKILLS BOARD DUTIES AND RESPONSIBILITIES.....	77
SKILL PROFICIENCY.....	78
SBP PLAN ADVANCEMENT.....	78
APPEAL PROCESS.....	79
SBP PAY STEP INCREASE.....	79
TRAINING.....	79
ADDITIONAL TRAINING OPPORTUNITIES.....	80
MAINTENANCE OF SKILL PROFICIENCY.....	80
LICENSES AND CERTIFICATIONS.....	81
WORK ASSIGNMENTS.....	81
LAYOFF ORDER AND BUMPING RIGHTS.....	81
HIRING.....	81
SBP PLAN CHANGES.....	82
SKILL BASED PAY STEPS TABLE:.....	82
TRAFFIC CONTROL WORKERSKILLS LIST.....	83
<b>APPENDIX B - DRUG &amp; ALCOHOL TESTING POLICY.....</b>	<b>84</b>
<b>POLICY STATEMENT.....</b>	<b>86</b>
<b>WHO WILL BE TESTED AND WHEN.....</b>	<b>86</b>
<b>EDUCATION AND TRAINING.....</b>	<b>87</b>
<b>EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL.....</b>	<b>87</b>
<b>PRESCRIPTION MEDICATIONS.....</b>	<b>88</b>
10. "MEDICAL MARIJUANA".....	89
<b>PROHIBITIONS.....</b>	<b>89</b>
<b>INVESTIGATION OF PREVIOUS TESTING.....</b>	<b>90</b>
<b>TYPES OF DRUG AND ALCOHOL TESTING REQUIRED.....</b>	<b>90</b>
PRE-EMPLOYMENT TESTING.....	90

RANDOM TESTING .....	90
REASONABLE SUSPICION TESTING .....	91
POST-ACCIDENT TESTING .....	92
RETURN TO DUTY AND FOLLOW-UP TESTING .....	93
COSTS OF TESTING .....	93
<b>DRUG AND ALCOHOL TESTING PROCEDURES .....</b>	<b>94</b>
DRUG TESTING .....	94
BREATH ALCOHOL TESTING.....	94
<b>DRUG TEST RESULTS REVIEW .....</b>	<b>95</b>
MEDICAL REVIEW OFFICER REPORTING OPTIONS AND EMPLOYER ACTIONS.....	96
MRO VERIFICATION WITHOUT NOTIFYING THE EMPLOYEE .....	97
COMMUNICATION OF RESULTS .....	97
<b>FAILURE TO COOPERATE.....</b>	<b>97</b>
<b>DISCIPLINARY ACTION AND PROCEDURES.....</b>	<b>98</b>
<b>RETURN TO DUTY PROCEDURES.....</b>	<b>99</b>
<b>RECORD KEEPING PROCEDURES .....</b>	<b>100</b>
RECORD RETENTION .....	101
<b>ATTACHMENT A .....</b>	<b>102</b>
DEFINITION OF TERMS.....	102
<i>Designated Employer Representative (DER): An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.</i> .....	103
<b>ATTACHMENT B .....</b>	<b>106</b>
POST ACCIDENT TESTING .....	106

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

**Between**

**CLACKAMAS COUNTY, OREGON**

**and**

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

**DTD CHAPTER OF**

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

**July 1, 2015 through June 30, 2018**

**PREAMBLE**

This agreement is entered into by Clackamas County, Oregon, hereinafter referred to as the COUNTY, and LOCAL #350, 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, Paragraph (14).
- 3. CONFIDENTIAL EMPLOYEE.**  
As defined in Oregon Revised Statute 243.650, Paragraph (6).
- 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 her/his 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 his/her 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, Section 2 and sick leave pursuant to Article 9, 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 20 (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 his/her 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 employees of the County Department of Transportation and Development 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 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** (Moved from Article 4)

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** (Moved from Article 21 – Settlement of Disputes)

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

### **3. Bulletin Boards** (Moved from Article 23 – General Provisions)

The COUNTY agrees to furnish and maintain a suitable bulletin board in the McCoy

Building at the Clackamas County Shops and in the Development Services Building (DSB) 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" 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 DTD email to all staff or by the Clackamas CCJO email. Job postings will be physically posted at the McCoy building.

**4. Visits by Union Representatives** (Moved from Article 23 – General Provisions)

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** (Moved from Article 23 – General Provisions)

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 three (3) members selected by the UNION. 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** (Moved from Article 23 – General Provisions)

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** (Moved from Article 23 – General Provisions)

The UNION and the COUNTY will jointly develop training programs for employee training and the upgrading of employee skills.

**8. Labor Management Committee** (Moved from Article 23 – General Provisions)

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 Employee Services (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 different divisions of the Department of Transportation and Development.

**9. Electronic Mail (Moved from Article 23 – General Provisions)**

A. Union representatives may use the County email system to communicate concerning collective bargaining matters.

1. “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 of this Agreement;
- (d) matters directly related to the collective bargaining relationship between the County and the Union.

B. Union members may use the County email system to contact Union 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 Union representation in matters concerning the meaning, application or interpretation of this Agreement.

C. 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.

D. 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).

**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, Section 11 Flexible Scheduling. Employees may attend such lunches during their non-work time

## **ARTICLE 5 - UNION SECURITY AND CHECKOFF**

The COUNTY and the UNION agree to a "Fair Share" agreement for all regular and regular part-time employees described and included in Article 2 of this Agreement.

Inasmuch as it is required that the UNION represent every employee within the bargaining unit, making each employee thus a recipient of the UNION's services, it is mutually agreed and recognized by the parties that each employee who is a member of the bargaining unit set forth in Article 2 to which the UNION serves as the bargaining agent, but who is not a member and chooses to remain not a member of the UNION, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the UNION, which amount shall be deducted monthly from each UNION member's and each non-UNION member's compensation and remitted monthly to the Treasurer of the UNION.

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.

A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting UNION membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and bylaws of the UNION and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform, in writing, the COUNTY and the UNION of his/her objection. The employee will meet with representatives of the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular UNION membership dues to a non-religious charity.

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 and become subject to the fair share agreement. The five (5) day window period shall



commence on the anniversary date of the signing of the contract.

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.

## **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 social security 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**

1. **REGULAR HOURS.**  
The regular hours of work each day shall be consecutive except for interruptions for lunch period and emergencies.
2. **WORK WEEK.**  
The work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday or four (4) ten (10) hour days, inclusive except for employees in continuous operations discussed below; and except as may be modified by Articles 15, 16, or 17.
3. **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 , 16, or 17.

**4. 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 11.

**5. 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.

**6. 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.

**7. 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 Articles 15, 16, or 17.

**8. 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.

**9. CLEANUP TIME.**

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

**10. EMERGENCY WORK SHIFT.**

Employees will be paid Emergency Shift pay as defined in Article 14(23) 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.[Move to Article 14(23)]

**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 24 hours pay for one day. Any hours in excess of 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 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.

## **11. FLEXIBLE SCHEDULING.**

A. Employees may request flexible scheduling which permits infrequent modification of hours of work on a case-by-case basis. The purpose of this flexibility is to allow employees, with the approval of management, the ability to adjust the 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.

B. An employee who works a flexible schedule and works in excess of eight (8) hours per day, or ten (10) hours for employees scheduled to work a four-day work week, will be eligible for overtime subject to Article 14, Section 9 – Wages-Overtime.

## **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 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.**

Eligible employees on the four (4) day work week, ten (10) hours per day ( 4 10s) shall receive ten (10) hours of pay for each of the holidays listed above on which they perform no work.

Eligible employees on the five (5) day work week, eight (8) hours per day (5 8s), shall receive eight (8) hours of pay for each of the holidays listed above on which they perform no work.

### **3. WEEKEND HOLIDAYS.**

For employees on an eight (8) hour five (5) day work week, 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, and all work beyond thirty-two (32) hours 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, and all work beyond twenty-four (24) hours 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.

**ARTICLE 9 - SICK LEAVE**

**1. ACCRUAL.**

Paid sick leave shall accrue at the rate of eight (8) hours for each full calendar month of service to be used in the event of an employee's illness or illness of a member of an employee's immediate family. Sick leave shall be accrued without limit. Seasonal, temporary and part-time exempt employees shall not accrue sick leave. 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 his/her designee(s) upon request.

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

Pursuant to ORS 237.153, the COUNTY shall report all allowable sick leave hours to PERS upon an employee's separation from COUNTY employment.

**4. REGULAR PART-TIME EMPLOYEES.**

Regular part-time employees shall be granted sick leave on a pro rata basis using a 2080 hour base.

**5. USE OF SICK LEAVE.**

Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of illness, off the job injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public

necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or death in their immediate family requiring the presence of the employee, for such period as the employee has sick leave credit. If the COUNTY has reasonable suspicion of sick leave abuse, 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: 104.4 hours per year accrued at the rate of 8.7 hours per month.
3. Five (5) to ten (10) years, but less than ten (10) years of service: 128.4 hours per year, accrued at the rate of 10.7 hours per month.
4. Ten (10) to fifteen (15) years, but less than fifteen (15) years of service: 152.4 hours per year, accrued at the rate of 12.7 hours per month.
5. Fifteen (15) to twenty (20) years, but less than twenty (20) years of service: 176.4 hours per year, accrued at the rate of 14.7 hours per month.
6. After twenty (20) years of service: 200.4 hours per year, accrued at the rate of 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 was in a paid status for at least 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. The maximum vacation accrual limits shall be 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 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 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, but in any case, 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 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 twelve (12) 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 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 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 his/her 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 fulltime 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 medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10.

Effective July 1, 2015, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1306.25 provided the Union ratifies the CBA not later than noon on January 8, 2016.

Effective January 1, 2016, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1371.56.

Effective January 1, 2017, 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 2016 County Contribution.

Effective January 1, 2018, 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 2017 County Contribution.

The County agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the County.

Effective July 1, 2015, cash back will be \$152 per employee per month. This amount shall increase by 5% on January 1, 2016 to \$160, and by 5% on January 1, 2017, and January 1, 2018.

**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 30 hours or more per week. Bargaining unit employees agree to cooperate fully with the Risk & Benefits Division regarding participation and administration of the program.

**3. LIFE INSURANCE.**

The County agrees to provide life insurance coverage to fulltime employees, effective on the first day of the month following the benefit-waiting period described in Paragraph 9. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Paragraph 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 provide dental coverage to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Paragraph 9. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Paragraph 10.

The County agrees to contribute monthly an amount equal to 100% of the composite premium for each full coverage dental plan. When allowed under federal and state law, employees may choose to opt out of dental coverage or opt down to a less expensive plan and receive cash back for the difference (less applicable payroll taxes and PERS/OPSRP contributions).

**5. DISABILITY INCOME INSURANCE.**

The County 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 Paragraph 9. The design of the disability plan shall be determined by the Benefits Review Committee as described in Paragraph 10.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 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. BENEFITS WAITING PERIOD.**

Benefits shall become effective on the first day of the month following at least two (2) months of continuous employment. Continuous employment shall be defined as being in a paid status during the entire benefits waiting period, except for an unpaid period 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 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 five percent (5%) 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**

The COUNTY shall provide each employee covered by this agreement the opportunity to enroll in a Health Reimbursement Account a 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 of 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 of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account in 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 pre-tax wages, 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 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, he/she will continue to receive all other COUNTY health and welfare benefits he/she 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 2.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2016, employees shall be compensated for the fiscal year 2013-2014 with a minimum increase of 2% and a maximum of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

Effective July 1, 2017, employees shall be compensated for the fiscal year 2014-2015 with a minimum increase of 2% and a maximum of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-

W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

Effective July 1, 2015 the Accountant I classification will be adjusted upwards at the minimum and maximum salary rates by \$0.38 per hour. Effective July 1, 2015 the wage rate for each employee in the Accountant I classification will be increased by \$0.38 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accountant II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.50 per hour. Effective July 1, 2015 the wage rate for each employee in the Accountant II classification will be increased by \$0.50 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accountant, Senior classification will be adjusted upwards at the minimum and maximum salary rates by \$0.66 per hour. Effective July 1, 2015 the wage rate for each employee in the Accountant, Senior classification will be increased by \$0.66 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accounting Specialist I classification will be adjusted upwards at the minimum and maximum salary rates by \$0.21 per hour. Effective July 1, 2015 the wage rate for each employee in the Accounting Specialist I classification will be increased by \$0.21 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Accounting Specialist II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.24 per hour. Effective July 1, 2015 the wage rate for each employee in the Accounting Specialist II classification will be increased by \$0.24 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Administrative Analyst II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.50 per hour. Effective July 1, 2015 the wage rate for each employee in the Administrative Analyst II classification will be increased by \$0.50 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Administrative Analyst, Senior classification will be adjusted upwards at the minimum and maximum salary rates by \$0.53 per hour. Effective July 1, 2015 the wage rate for each employee in the Administrative Analyst, Senior classification will be increased by \$0.53 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Administrative Assistant classification will be adjusted upwards at the minimum and maximum salary rates by \$0.22 per hour. Effective July 1, 2015 the wage rate for each employee in the Administrative Assistant classification will be increased by \$0.22 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Customer Information Specialist classification will be adjusted upwards at the minimum and maximum salary rates by \$0.21 per hour. Effective July 1, 2015 the wage rate for each employee in the Customer Information Specialist classification will be increased by \$0.21 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Office Specialist I classification will be adjusted upwards at the minimum and maximum salary rates by \$0.08 per hour. Effective July 1, 2015 the wage rate for each employee in the Office Specialist I classification will be increased by \$0.08 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2015 the Office Specialist II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.16 per hour. Effective July 1, 2015 the wage rate for each employee in the Office Specialist II classification will be increased by \$0.16 per hour. 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, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

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

When any position not listed on the Wages and Classification Schedule is established, the COUNTY shall designate a salary grade for the position. In the event the UNION does not agree that the grade is proper, the UNION shall have the right to submit the issue as a grievance at Step IV of the Grievance Procedure.

Effective July 1, 2013, salary grades will no longer identify steps/pay rates, except for skill based pay. 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.

Prior to July 1, 2013, If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, he/she shall receive a merit step increase of on each of his/her anniversary dates until he/she has reached the top of the range. The move from steps to ranges is not intended to change the requirements or process from how employees currently receive their annual salary increase.

After July 1, 2013, if an employee receives a satisfactory or better performance evaluation or does not receive an evaluation, he/she shall receive an increase of 3.5% on each of his/her anniversary dates until he/she has reached the top of the range.

**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.

For all other classifications covered by this agreement, excluding skill based pay classifications, out-of-classification pay shall be granted 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, provided prior to working out-of-classification, the supervisor has prepared 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 and has received authorization from the Director of the Department of Transportation and Development or the designee, except for training purposes.

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 his/her regular rate of pay, or at the minimum of the higher classification's salary grade, whichever is greater.
- (b) An employee shall be advanced salary rate in the TOC salary grade, if room exists, if the employee has served the appropriate accumulative hours worked at the previous TOC rate that would qualify an employee for a merit increase. The first increase in the TOC salary grade shall occur following the equivalent of six months work in the higher classification. Additional increases, if applicable, will be granted after accumulating 12 months additional TOC hours. Merit increases for a TOC assignment to a position with an Abbreviated salary grade shall be granted on a 6 month basis.
- (c) 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 Employee Services 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, except as may be modified by Article 15.

**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 his/her 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 his/her regular work shift, the employee will be allowed to work that time in addition to his/her 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 his/her regular work shift, subject to the approval of his/her 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.

### **CALL-IN TIME – Building Codes Division**

Any Building Codes Division employee called in to work outside his/her 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 his/her regular work shift, the employee will be allowed to work that time in addition to his/her regular work shift and will be eligible for overtime subject to Section 9. However, the employee may request to flex his/her regular work shift for that day, subject to the approval of his/her immediate supervisor or manager.

### **8. 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 7, Section 1 – Holidays). 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, he/she also shall be paid for a minimum of two (2) hours at the rate of time and one-half (1 ½) his/her 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,

he/she shall be paid for a minimum of two (2) hours at the rate of two and one-half (2 ½) times his/her regular rate of pay.

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

## **9. 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.

## **10. 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:

(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.. All authorized work performed on Saturday or Sunday; except as may be modified by Articles, 16, or 17.

(d) When computing overtime, all paid leave shall be considered hours worked.

## **11. 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 Articles 16, or 17.

## **12. 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.

**13. 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 240 hours.

**14. PAY FOR ACCUMULATED COMPENSATORY TIME.**

All accrued hours in excess of eighty (80) shall be used by the end of each fiscal year (June 30<sup>th</sup>) or paid in cash. Therefore, all employees will be paid automatically in July for compensatory time accrued in their name as of June 30<sup>th</sup>, 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 his/her compensatory hours by making a written request to payroll no later than July 1<sup>st</sup>.

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 his/her 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.

**15. 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.

**16. 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.

**17. PAY DAY.**

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

**18. 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.

**19. LEADWORKER PAY.**

Within the Bridge and Traffic Maintenance Division, an employee assigned lead work responsibilities beyond his/her regular job duties shall be compensated with premium pay at the rate of \$1.00 per hour for small teams, \$2.00 per hour for medium teams and \$3.00 per hour for large teams. The COUNTY shall identify the small, medium and large teams and shall identify the corresponding duties of the lead worker for each team.

Lead worker pay will not be awarded to employees whose typical job duties include lead work responsibilities, or to employees working with helpers.

**20. COMPUTATION OF HOURLY RATE.**

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

**21. SKILL BASED PAY.**

The UNION and the COUNTY agree to abide by the Skill Based Pay Plan developed for Roads Maintenance, Bridge Maintenance Workers and Traffic Maintenance Workers attached to this Agreement and marked "Appendix A."

**22. Emergency Shift Pay**

An employee designated to work an emergency shift as defined in Article 7(10) shall be paid their regular hourly rate plus \$1.50/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. 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 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 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 Employee Services 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.

## **ARTICLE 15 - FOUR DAY WORK WEEK**

It is mutually agreed that whenever possible, consistent with the needs of the COUNTY, employees will be employed on a four (4) day work week ten (10) hour day basis, rather than that set forth in Articles 7, 8, 9, 10 and 14. Therefore, for those employees for whom the COUNTY designates and schedules a four (4) day work week the following amendments to the above mentioned Articles will be effective while so scheduled and designated by the COUNTY.

### **1. HOURS OF WORK (Amendment to Article 7).**

- (a) Work Week. The work week shall consist of four (4) consecutive ten (10) hour days. However, an employee may request a work schedule of four (4) nonconsecutive workdays (split workweek), subject to the approval of management. Such approval shall not be arbitrarily denied, but management retains the right to deny such request, or withdraw approval with seven (7) days advance notice, consistent with the needs of the COUNTY to provide public service.
- (b) Work Day. The work day shall consist of the ten (10) consecutive hours of work, except for lunch periods, as shown on the Employees' Work Schedule. All employees shall be scheduled to work on a regular work shift, and each shift shall have regular starting and stopping times.
- (c) Continuous Operation. 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 four (4) consecutive days, except for split workweeks described in paragraph (a) above.
- (d) Rest Periods. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) ten (10) hour shift. Rest periods shall be scheduled at the middle of each one-half ( $\frac{1}{2}$ ) ten (10) hour 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 ( $1\frac{1}{2}$ ) hours.

**2. HOLIDAYS (Amendment to Article 8).**

- (a) Weekend Holidays. Whenever a Holiday shall fall on the first of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in an employee's regular work week shall be observed as a Holiday. Whenever a Holiday shall fall 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.
- (b) Holiday Work. If an employee works on any of the Holidays listed above, the employee shall, in addition to their Holiday pay, be paid for all hours worked at the rate of time and one-half (1½) the 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 (30) hour work week, and all work beyond thirty (30) hours 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 at twenty (20) hours, and all work beyond twenty (20) hours shall be overtime. When computing overtime, all paid leave shall be considered as time worked.

**3. SICK LEAVE (Amendment to Article 9).**

- (a) Accrual. Employees shall accrue sick leave at the rate of eight (8) hours for each month worked, to be used in the event of their illness or illness of a member of an employees' immediate household. Sick leave shall be accrued without limit. If the COUNTY has reasonable suspicion of sick leave abuse, 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 certification shall be considered appropriate documentation.

**4. VACATION LEAVE (Amendment to Article 10).**

- (a) Accrual. Employees having served in the COUNTY service for six (6) consecutive full calendar months shall be credited with 52.2 hours vacation leave and thereafter vacation leave shall be accrued in accordance with Article IX, Section 1, Accrual, Subsections (a) through (e).

**5. WAGES (Amendment to Article 14).**

- (a) 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 the employee's regular straight time rate for ten (10) hours' work. Any employee who reports to work after the beginning of the employee's scheduled shift may be excused from duty at the discretion of the COUNTY and not paid for that shift.
- (b) 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:
  - 1. All authorized work performed in excess of ten (10) hours, in any workday;



2. All authorized worked performed on Friday, Saturday and Sunday;
- (c) Exceptions. The overtime rate specified above for Friday, Saturday and Sunday work shall not be paid employees for whom these days fall regularly within the first four (4) days of their work week. These employees shall be paid time and one-half (1½) for all work performed on the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day of their regular work week.

## **ARTICLE 16 - 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.

**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 2080 hour base.

**ARTICLE 17 - 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 the Bridge Maintenance Section. 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 either 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 for work in excess of eight (8) hours in a single work shift or work in excess of forty (40) hours in any continuous period of working days in any work week.

**5. FERRY WORK SHIFT.**

An eight (8) hour shift worked at the Ferry shall be seven and one-half (7½) hours continuous.

**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 18 - 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 Employee Services 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 19 - 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, suspension, discharge, or demotion; 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, demoted, suspended, or discharged shall have the right to appeal the action through Step V of the Grievance Procedure, and then to Step VI (Arbitration). An employee electing either Step VI (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 being appealed through the Grievance Procedure at Step I not 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 suspended for five (5) days with pay 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.

**ARTICLE 20 - 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.
3. Whenever a bargaining unit position becomes available, for any reason, the COUNTY shall utilize the existing eligibility register. If no eligibility register exists, the COUNTY 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 five qualified bargaining unit members on the list, sufficient additional qualified WES Department bargaining unit member applicants will then be added to the list such that the total certified equals five plus veterans eligible for preference under state law. When there are less than three qualified DTD and/or WES bargaining unit members on the list, sufficient qualified external applicants will be certified such that the total certified equals three 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. In the case where more than one bargaining unit member is certified, and two or more are equally qualified, the COUNTY shall promote the most senior bargaining unit member.

## **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 Employee Services (DES) 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 DES 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 of Transportation and Development on the basis of seniority. Employees shall be laid off in reverse order of their seniority, except as modified in Paragraph 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 Paragraph 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 Director of Transportation and Development 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 Director of Transportation and Development 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 the employee is not performing satisfactorily, the employee will be give 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 he/she 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 Paragraph 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 s/he 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 at the same or lower level in any previously held classification.

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 position at the same or lower level. Such requests must be made in writing to the Director of Transportation and Development within thirty (30) days of the date the employee is laid off and are subject to the approval of the Director of Employee Services.

**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 of Transportation and Development, 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 his/her 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. OPEN POSITIONS.**

Employees on layoff status shall have the same rights as other employees in applying for any opening which may occur in the bargaining unit.

**11. MANAGEMENT/CONFIDENTIAL EMPLOYEES.**

Management/Confidential employees who have previously held positions within AFSCME 350-0.

Management will notify the bargaining unit at least fifteen (15) days prior to its intent to lay off any management/confidential employee who may be eligible to exercise bumping rights into the bargaining unit.

Management/Confidential employees who are currently employed at the

Department of Transportation and Development 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.

Article 21, Sections 1 through 3, will not apply to employees who are bumping from management or confidential positions.

Article 21, Sections 4 through 10 will apply to Article 21, Paragraph 11.

## **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 in the following manner:

STEP I. A UNION representative, and the employee at his/her option, may take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the occurrence; 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 immediate supervisor, the UNION representative, and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the immediate supervisor shall respond to the employee and the UNION representative in writing within ten (10) working days.

STEP II. If the grievance has not been settled, it may be presented in writing by the UNION representative or the UNION Grievance Committee and the employee at his/her option, to the Division Manager within ten (10) working days after the immediate supervisor's response is due. The Division Manager, the UNION representative and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Division Manager 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 at his/her option, to the Director of the Department within ten (10) working days after the Division Manager's response is due. The Director of the Department, the UNION representative and the employee at his/her 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 IV. If the grievance still remains unadjusted, it may be presented by the UNION representative or the UNION Grievance Committee and the



employee at his/her option, 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. 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 V. 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 is due. 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 VI. 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 has denied a grievance and the arbitration is requested, the parties must, within one (1) year of the date the Board of County Commissioners 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.

**3. PROCESSING GRIEVANCES.**

(Moved to new Union Rights article.) **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 1.1.. The County will provide a copy of the memorandum detailing

the scope of work to effect notice.

At least 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.

All references to employees in the Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

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. BULLETIN BOARDS.**

### **3. (Moved to new Union Rights article.)VISITS BY UNION REPRESENTATIVES. (Moved to new Union Rights article.)**

### **4. 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.

### **5. 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.

### **6. 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. Effective July 1, 2016, the County will provide up to \$170.00 per fiscal year for purchase or repair of such protective footwear subject to the employee providing a receipt.

**7. TOOL REPLACEMENT/ALLOWANCE.**

The COUNTY agrees to replace "in kind" the Bridge Maintenance Workers' and 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 three hundred dollars (\$300) for tools used in the course of employment.

**8. LAUNDERING FEES.**

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

Road Maintenance Assistant  
Road Maintenance Worker (Skill Based Pay)  
Traffic Control Worker (Skill Based Pay)  
Traffic Operations Specialist  
Traffic Signal Electrician  
Supervising Electrician  
Bridge Maintenance Worker (Skill Based Pay)  
Ferry Operator  
Integrated Vegetation Management Coordinator  
Transportation Maintenance Technician, Senior  
Transportation Maintenance Technician  
Equipment Maintenance Coordinator  
Mechanic, Senior  
Mechanic  
Welder/Fabricator  
Buyer

**9. COMMERCIAL DRIVER'S LICENSE AND FERRY OPERATOR'S LICENSE – PHYSICAL EXAMINATION.**

Any employee who is required to maintain a valid Commercial Driver License 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.

(Moved to new Union Rights article.)

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

Many classifications within DTD 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 work loads and availability of productive work.

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

This policy covers all DTD 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 he/she 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 he/she 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 he/she 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 he/she 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 his/her position upon completion of an inpatient/residential treatment program and/or may remain in his/her regular position while participating in an ongoing, outpatient treatment program without penalty or jeopardizing his/her 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 D.T.D. 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 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 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 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 (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.** 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 W@ form by the amount repaid.

## **ARTICLE 28 - TERM OF AGREEMENT**

1. This Agreement shall become effective as of the 1<sup>st</sup> day of July, 2015 and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2018 or the date of signing of a subsequent agreement whichever last occurs. It shall be automatically renewed on July 1, 2015 and each year thereafter unless either party shall notify the other in writing not later than March 1<sup>5</sup> that it desires to modify this Agreement. In the event notice to modify is given, negotiations shall begin not 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 \_\_\_\_\_, 2016.

FOR THE UNION:

FOR THE COUNTY:

\_\_\_\_\_  
Dean Brown  
Negotiating Team Member

\_\_\_\_\_  
Chair John Ludlow  
Board of County Commissioners

\_\_\_\_\_  
Andrea Hall  
Negotiating Team Member

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

\_\_\_\_\_  
Kimberly Benthin  
President-AFSCME

\_\_\_\_\_  
Barbara Cartmill  
Negotiating Team Member

\_\_\_\_\_  
Kevin Hutchison  
Vice President-AFSCME

\_\_\_\_\_  
Dan Johnson  
Negotiating Team Member

\_\_\_\_\_  
Evan Wickersham  
AFSCME Council Representative

\_\_\_\_\_  
Mike Bezner  
Negotiating Team Member

\_\_\_\_\_  
Randy Harmon  
Negotiating Team Member

\_\_\_\_\_  
Victoria Vysotskiy  
Bargaining Team Member

\_\_\_\_\_  
Julia Getchell  
Chief Negotiator

**APPENDIX A - SKILLED BASED PAY PLAN**

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

SKILL BASED PAY PLAN

ROAD MAINTENANCE WORKERS  
BRIDGE MAINTENANCE WORKERS  
TRAFFIC MAINTENANCE WORKERS

**CLACKAMAS COUNTY  
TRANSPORTATION MAINTENANCE**

**ROAD MAINTENANCE  
WORKER**



**SKILL-BASED PAY**  
**PLAN**

# RMW Skill-Based Pay Plan

## TABLE OF CONTENTS

Description.....	56
Skills Board Composition.....	56
Skills Board Duties and Responsibilities .....	56
Skill Proficiency .....	57
SBP Plan Advancement .....	57
Appeal Process .....	57
SBP Pay Step Increase .....	57
Skill Category Definitions.....	58
SBP Plan Advancement Table.....	60
Pay Step Advancement Examples.....	60
Training.....	60
Team Leader Training .....	61
Additional Training Opportunities .....	61
Maintenance of Skill Proficiency .....	62
Licenses and Certifications.....	62
Work Assignments .....	63
Layoff Order and Bumping Rights .....	63
Hiring .....	63
SBP Plan Changes.....	63
Skills List, Yellow Category.....	64
Skills List, Red Category, Green Category.....	64
Skills List, Green Category including Team Leader.....	64

# **RMW Skill-Based Pay Plan**

## **Description**

This is an eight-step pay plan. The Road Maintenance Worker (RMW) classification encompasses pay range 317 and the top two steps of pay range 319. Each Road Maintenance Worker will advance through the pay steps as Skill Based Pay Plan (SBP) skills are acquired per the enclosed SBP Skill Table. The SBP skills for RMWs are grouped within one of three categories: Yellow Skills, Red Skills, or Green Skills.

## **Skills Board Composition**

The Skills Board shall be composed of 3 COUNTY and 3 UNION employees. The UNION will select its 3 members and the COUNTY will determine its members for the Skills Board. UNION Skills Board members will serve 3-year terms on a staggered basis. Participation in Skills Board meetings will be limited to board members, affected employees, and those directly invited by the Skills Board. When the Skills Board reviews the skills of a Bridge Maintenance or Traffic Control Worker, an additional UNION member from Bridge or Traffic, as appropriate, will be invited by the UNION to join the Board for review of that specific employee's skills.

## **Skills Board Duties and Responsibilities**

The Skills Board shall function under simple majority-vote rules, maintain a quorum of four (4) members, and elect the Board Chair. The Skills Board will record and publish meeting minutes to include the results of all decisions and any recommendations. Any rejection of an employee's request for award of a skill shall be accompanied by a list of specific improvements needed. The Skills Board is responsible for collaboratively performing the following duties:

- Reviewing a new employee's skills and determining his or her initial SBP skill level.
- Reviewing recommendations from assigned On-the-Job-Trainers (OJT) or designated training Supervisors regarding individual Trainee progress and/or skill acquisition, if appealed.
- Selecting trainees for team leader skill. (See "Team Leader Training" section)
- Reviewing and recommending OJT assignments.
- Reviewing and adjusting the Road Division Training Plan quarterly.
- Reviewing and making recommendations regarding SBP and training related

complaints and concerns submitted by employees.

- Reviewing skill requirements that employees have allowed to lapse and making recommendations to the Labor-Management Committee (LMC).
- Recording and distributing minutes and results of their meetings to its members, the AFSCME Council Representative, the LMC, DES Compensation Manager, and Road Division Management in a prompt manner for posting and timely processing of related administrative actions.
- Reviewing and recommending to the LMC the addition or deletion of skills.

### **Skill Proficiency**

Proficiency for each skill is defined as acquired knowledge and/or demonstrated competency in performing associated tasks in a safe and efficient manner at an appropriate level of mastery. The Road Division management representatives and the UNION will collaboratively develop and define what constitutes the appropriate level of knowledge and a safe and efficient manner for demonstration of each skill. When determining an employee's proficiency, the following shall be considered:

- Performance evaluations and summaries
- Supervisor and/or OJT recommendations
- Employment history and work experience
- Documentation of related training or education
- Written input from co-workers
- Other relevant performance or training information

### **SBP Plan Advancement**

RMWs advance through the SBP Plan as they successfully acquire Category YELLOW, RED, GREEN and/or TEAM LEADER skills per the SBP Plan Advancement Table. When the OJT and Supervisor agree on an employee's skill proficiency, they will make a recommendation to the Skills Board to grant or deny that skill.

If the OJT and Supervisor disagree on an employee's skill proficiency, they will submit the Training Form and supporting documentation to the Skills Board for review and award or rejection of that skill.

### **Appeal Process**

An affected employee may appeal the Skills Board's decision to the Division Appeals Group (DAG), consisting of the Transportation Operations Manager or designee, the assigned OJTs and a Union Representative. An employee will have twenty (20) working days in which to submit their appeal. The DAG will meet with the affected employee within ten (10) working days to review the Skills Board's decision. The DAG will review the documentation presented to the Skills Board, additional information that the employee offers, and other relevant performance or training information. The DAG may provide the employee with an opportunity to demonstrate her/his skill proficiency. If consensus is reached by the Division Appeal Group to support the employee that decision is implemented. If the Group can not arrive at a consensus to support, or if it rejects the appeal by consensus, the employee may initiate an appeal to the LMC. All LMC decisions regarding SBP are final.

### **SBP Pay Step Increase**

Once granted a skill any resultant pay step increase will be effective at the beginning of the next payroll period. There will be no retroactive pay step increases except as noted in other sections of this agreement. Employees will spend a minimum of six (6) months in each SBP pay step before being eligible for advancement except as provided for in the "Layoff Order and Bumping Rights" and "Hiring" sections.

### **Skill Category Definitions**

**Yellow Category:** Skills in the Yellow Category are the skills and knowledge that all employees are initially expected to master in order to be successful as Road Maintenance Workers. Acquisition of these skills generally enables new employees to be able to perform the regular duties of a road maintenance worker in a safe and productive manner within a team oriented environment.

**Red Category:** Skills in the Red Category typically entail a demonstrated proficiency in operating a primary piece of equipment or vehicle that is routinely utilized in road maintenance operations. As employees acquire these skills they will be able to contribute more productively through independent operation or motorized equipment or as part of a crew performing a road maintenance operation.

**Green Category:** Skills in the Green Category are typically skills and knowledge that may not be directly utilized on a frequent basis but these skills enhance the performance of Road Maintenance Workers and the accomplishment of more critical functions. These skills enable Road Maintenance Workers to efficiently and/or independently perform important functions that may be completed on a less frequent basis than most operations. Acquisition of Green category skills enhances the ability of Road Maintenance Workers to lead groups in the performance of maintenance operations, or to master the use of more specialized equipment.

**Team Leader** skills are Green Category skills, but they also provide an alternative method for RMWs to advance to Step 5 through Step 8 in the SBP Plan. Beginning at Step 4, a RMW can advance in pay step by acquiring Team Leader skills as an alternative to acquiring additional Yellow, Red and Green category skills per the Table. The Paving Team Leader and the Chip Seal Team Leader skills each count as two (2) Team Leader and Green category skills.



## Road Maintenance Worker SBP Plan Advancement Table

PAY RANGE:	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
<b>YELLOW SKILLS</b>	5	8	12	20	26	28	30	32
<b>RED SKILLS</b>	0	4	6	8	10	11	12	13
GREEN SKILLS (Including Team Leader Skills)	0	0	0	3	5	12	16	20
<b>TEAM LEADER SKILLS</b>				Step 4 + →→	2	4	6	8

### Pay Step Advancement Examples

Road Maintenance Worker in Step 4: This person would have to be proficient in a minimum of 20 YELLOW skills, 8 RED skills and 3 GREEN skills. **In order to advance to Step 5**, this person would have to become proficient in an additional 6 YELLOW skills, 2 RED skills and 2 GREEN skills **OR** become proficient in 2 TEAM LEADER skills.

Road Maintenance Worker in Step 5 without proficiency in Team Leader skills: This person would have to be proficient in a minimum of 26 YELLOW skills, 10 RED skills and 5 GREEN skills. **In order to advance to Step 6**, this person would have to become proficient in an additional 2 YELLOW skills, 1 RED skill and 7 GREEN skills **OR** become proficient in 4 TEAM LEADER skills.

Road Maintenance Worker in Step 5 with proficiency in Team Leader skills: This person would have to be proficient in a minimum of 20 YELLOW skills, 8 RED skills, 3 GREEN skills (as identified for Step 4) and 2 TEAM LEADER skills. **In order to advance to Step 6**, this person would have to become proficient in an additional 2 TEAM LEADER skills.

### Training

The COUNTY shall maintain and post a Road Division Training Plan table that includes a list of SBP skills, the designated OJT and Supervisor for each skill, and dates for all planned SBP trainings. The Training Plan will include details for each skill including: prerequisites for training, desired training outcomes, and time guidelines for acquiring each skill. The Skills Board will review the Roads Division Training Plan on a quarterly basis to make appropriate adjustments and updates and report them to the LMC. COUNTY will post a signup list for each SBP training opportunity.

The OJT and Supervisor will jointly review each sign-up list and rank the RMWs by seniority for each training opportunity. The OJT and Supervisor will confirm that the top ranked employees are available during the planned training period and have completed the pre-requisites for that skill. The list of available and qualified employees ranked by seniority becomes the Training Roster for the scheduled training.

The Supervisor and OJT will designate the most senior employee on the Training Roster who commits to completion of the training. Once a trainee is designated and confirmed the Supervisor will initiate an SBP Training form to track that employee's training. The SBP Training forms will be utilized to track skill acquisition by documenting applicable training. Training rosters will be retained and reposted with each new signup list for subsequent SBP training opportunities.

The Supervisor and OJT are responsible for coordination, design and delivery of training to designated SBP trainees. They will collaboratively work to facilitate progression of trainees in skill acquisition during assigned training periods. If the Supervisor and OJT jointly agree that a trainee cannot acquire a skill during a training period they may terminate the training assignment and the trainee may appeal such a determination.

### **Team Leader Training**

The Skills Board will select team leader trainees from the ranked Training Roster for each team leader skill training. Selection for a team leader training opportunity will not be based solely on seniority. Interested employees will submit a written request for each team leader training opportunity to the Skills Board. Team leader training applicants may also review their request in person with the Skills Board.

The Skills Board will determine its process for selecting team leader trainees. If members can not select a team leader trainee through consensus or a simple majority, they will make their selection based on seniority. The Skills Board will make each team leader trainee selection based on demonstrated aptitude for leadership responsibilities, OJT and Supervisor recommendations, and traits such as:

- Communicating effectively both in writing and orally.
- Performing work in a safe and responsible manner while helping to ensure the safety of co-workers and the public.
- Completing assigned tasks in a reliably satisfactory manner.
- Willingly accepting appropriate task assignments and demonstrates initiative.
- Proactively solving problems in an effective and efficient manner under routine and stressful conditions.
- Demonstrating a high degree of personal integrity and trustworthiness.
- Helping to maintain a positive and team oriented environment by exhibiting respect and concern for others while remaining focused on the work at hand.

### **Additional Training Opportunities**

Voluntary training for advancement will be provided for as many RMWs as possible on a year round basis. Voluntary training opportunities will be awarded based on seniority and offered “on the job” whenever possible. When on the job training is not possible, it may take place during an employee’s own time with the COUNTY providing trainers and equipment as available and as needed. (Such as instances where a specific piece of equipment or type of work might not be needed because of weather or work needs.)

There may be instances where certifications or other types of schooling may be needed by an employee to advance into higher pay steps. When this occurs, the employee may be able to take advantage of educational programs, courses, or other training available through the COUNTY or local area partners such as the Portland Metropolitan Area Transportation Cooperative (PMAT) program.

If at any time it becomes evident that there are not enough employees qualified in a specific skill to meet work demands, training can be made mandatory for as many employees as needed to meet the COUNTY’s needs.

### **Maintenance of Skill Proficiency**

**Proficiency requirements** for an individual skill may change. If the Skills Board determines the requirements for proficiency in a skill have evolved it may adjust the proficiency requirements for that skill. Any employee possessing that skill will be given preference for the additional training needed to maintain his or her proficiency.

The assigned OJT and Supervisor will develop additional training for employees that need to maintain proficiency and incorporate that training into the Training Plan. The employee’s pay rate, if potentially affected by the loss of a skill, will not be reduced without LMC review and approval.

**Additional skills** may be required due to the purchase of new and different types of equipment or evolution of work duties and/or some skills may become obsolete. The Skills Board will recommend addition or deletion of skills in the SBP plan to the LMC. If the number of skills required for a pay step increases, the COUNTY shall give priority to training employees who no longer meet the requirements for that pay step. If a skill is deleted from the SBP Plan, employees with that skill will continue to receive credit for that skill in that category. If a skill is moved from one category to another by the LMC, any employee with that skill will receive credit in the new category and he or she will continue to receive credit in the former category until another skill in that category is acquired.

A few specific skills may have on-going requirements for an employee to continue to receive credit for proficiency, such as Incident Response and On-The-Job-Trainer. If an employee does not satisfy the on-going requirements for a skill the Skills Board will be asked to review the situation and may make a recommendation to the LMC that the related skill be withdrawn. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

## **Licenses and Certifications**

If an employee through his or her in-action or by choice, allows his or her required certifications or licenses to lapse, the Skills Board will reevaluate the employee's level of proficiency in the affected skills. The Skills Board may recommend to the LMC that the employee's credit for proficiency in that specific skill be removed. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

## **Work Assignments**

Whenever possible, employees will be assigned duties where they can gain experience that will help them to achieve proficiency in additional skills. Daily work assignments will be made consistent with the needs of the COUNTY. Such work assignments will not be arbitrary or capricious.

## **Layoff Order and Bumping Rights**

All instances regarding layoffs and bumping rights shall be handled in accordance with the procedures in the current collective bargaining agreement. Any employee bumping into a section with a SBP system shall enter at Step 1. Such employees shall remain at Step 1 for thirty (30) calendar days during which time the Skills Board will conduct an evaluation of his or her skills. The Skills Board will determine what skills the employee is proficient in, establish his or her initial skill level, and determine his or her appropriate pay step. The employee will receive any related step increase effective the 31<sup>st</sup> day of his or her transfer.

## **Hiring**

Newly hired employees will normally be placed into pay Step 1. The Skills Board will conduct an evaluation of the newly hired employee's skills during their 6<sup>th</sup> month of employment. The Skills Board will determine what skills the employee is proficient in and determine his/her appropriate pay step per the SBP Plan Advancement Table. The employee will receive any related pay increase effective the beginning of the next payroll period after a Skills Board action. The Skills Board may recommend to the LMC that an upper step appointee be placed at a lower pay step level.

## **SBP Plan Changes**

Employees in a SBP plan are not eligible for out-of-classification pay and can not submit Position Classification Questionnaires (PCQs) for work in a SBP covered position.

Any alterations to this plan deemed necessary will only be made through agreement between the AFSCME Council Representative and COUNTY as represented by the Chief Negotiator.

## ROAD MAINTENANCE WORKER SKILLS LIST

YELLOW SKILLS	RED SKILLS	GREEN SKILLS
<ul style="list-style-type: none"> <li>• Ton Truck Operation</li> <li>• 5 Yard Dump Truck Operations</li> <li>• Acetylene Torch Operation</li> <li>• Asphalt Patching Skills</li> <li>• Asphalt Raking - Paving Team</li> <li>• Basic Vegetation Control</li> <li>• Blueprint Reading Skills</li> <li>• CDL - Class "B"</li> <li>• Chain Saw Operation</li> <li>• Chip Spreader – Belts</li> <li>• Competent Person Training</li> <li>• Computer Skills – Basic</li> <li>• Confined Space Awareness Training</li> <li>• Equipment Maintenance Skills</li> <li>• First Aid &amp; CPR Certification</li> <li>• Forklift Certification</li> <li>• Front-End Loader</li> <li>• Ground Person - Tile Team</li> <li>• Hand Tool Operation</li> <li>• Hot-Box Patching Truck</li> <li>• Interpersonal Communication Skills</li> <li>• Leadership Skills - Medium Team</li> <li>• Leadership Skills - Small Team</li> <li>• Mower Operations</li> <li>• Power Tool Operation - Air, Electric, Hydraulic</li> <li>• Powered Broom Operation</li> <li>• Road Maintenance Skills Training</li> <li>• Safety Training and Compliance</li> <li>• Shop Tool Operation</li> <li>• Strip Truck - Chip Seal &amp; Oil Patch</li> <li>• Traffic Control</li> <li>• Vactor Operations – Helper</li> </ul> <p><b>Closed YELLOW Skills:</b> <i>none at this time</i></p>	<ul style="list-style-type: none"> <li>• 10 Yard Dump Truck Operation</li> <li>• Aerial Boom Truck Operations</li> <li>• Brush Chipper</li> <li>• Cdl - Class "A"</li> <li>• Flat Bed Truck Operation</li> <li>• Flusher Truck Operation</li> <li>• Gradall Operation</li> <li>• Mechanical Brushcutter</li> <li>• Roller - Rubber Tire</li> <li>• Roller - Shoulder &amp; Aggregate Sidewinder - 10 Yard</li> <li>• Snow Plowing &amp; Sanding</li> <li>• Street Sweeper Operations</li> <li>• Tilt Deck Trailer</li> </ul> <p><b>Closed RED Skills:</b> <i>none at this time</i></p>	<ul style="list-style-type: none"> <li>• 10/12 Yard Pup Trailers</li> <li>• Athey Operations – Machine</li> <li>• Backhoe Operation - Rubber Tire</li> <li>• Bob Cat Operations</li> <li>• Chip Spreader – Operator</li> <li>• Computer Skills – Intermediate</li> <li>• Crack Seal Machine</li> <li>• Operator Cross Training - Bridge Maintenance</li> <li>• Cross Training - Engineering Tech / Project Inspection</li> <li>• Cross Training - Traffic Operations &amp; Maintenance</li> <li>• Degree, Associates (Any Field Of Study)</li> <li>• Degree, Bachelors (Any Field Of Study)</li> <li>• Grader - Athey, Shoulders, Snowplow</li> <li>• Grader – Finish</li> <li>• Incident Response</li> <li>• Laser Level Operations</li> <li>• Leadership Skills – Advanced</li> <li>• Oil Distributor - Chip Seal</li> <li>• Oil Distributor - Fog Seal</li> <li>• Oil Distributor – Paving</li> <li>• Oil Patch – Operator</li> <li>• Oil Tanker</li> <li>• Operations Coordination / Dispatch</li> <li>• Oregon Roads Scholar</li> <li>• Paving Machine Operator</li> <li>• Paving Operations – Screed Operator</li> <li>• Rock Inspection</li> <li>• Roller – Breakdown</li> <li>• Roller - Finish Operations</li> <li>• Sidewinder Belly Dump</li> <li>• Trackhoe Operations</li> <li>• Vegetation Control – Spray</li> <li>• Vegetation Spray – Aquatics</li> <li>• Vegetation Spray - Laws &amp; Safety</li> </ul>

		<p><b>GREEN SKILLS CONT.</b></p> <ul style="list-style-type: none"> <li>• Vegetation Spray - Ornamental Turf</li> <li>• Vegetation Spray - Regulated Weeds</li> <li>• Vegetation Spray - Road Row Cert</li> </ul> <p><b>TEAM LEADER SKILLS SUB-CATEGORY:</b></p> <ul style="list-style-type: none"> <li>• Team Leader - Ojt (On-The-Job-Trainer)</li> <li>• Team Leader – Athey Operations</li> <li>• Team Leader – Brushing</li> <li>• Team Leader - Chip Seal Operation (<i>Value Of 2 Skills</i>)</li> <li>• Team Leader – Crack Seal Operations</li> <li>• Team Leader – Ditching</li> <li>• Team Leader - Oil Patch Operations</li> <li>• Team Leader - Paving Operations (<i>Value Of 2 Skills</i>)</li> <li>• Team Leader - Shoulder Maintenance</li> <li>• Team Leader - Surface Repair</li> <li>• Team Leader - Tile Operations</li> <li>• Team Leader - Vector Truck Operations</li> </ul> <p><b>Closed GREEN Skills:</b>  <i>Paving Operations - Pull Box  Culvert Inventory  Pugg Mill</i></p>
--	--	--

**CLACKAMAS COUNTY  
TRANSPORTATION MAINTENANCE**

**BRIDGE MAINTENANCE  
WORKER**

**SKILL-BASED PAY  
PLAN**



# TABLE OF CONTENTS

<b>BRIDGE MAINTENANCE WORKER (SBP)</b> .....	<b>68</b>
DESCRIPTION.....	68
SKILL CATEGORY DEFINITIONS .....	68
SKILLS BOARD COMPOSITION .....	67
SKILLS BOARD DUTIES AND RESPONSIBILITIES .....	68
SKILL PROFICIENCY .....	68
SBP PLAN ADVANCEMENT .....	69
SBP PAY STEP INCREASE .....	69
APPEAL PROCESS.....	69
TRAINING.....	69
ADDITIONAL TRAINING OPPORTUNITIES .....	71
MAINTENANCE OF SKILL PROFICIENCY .....	71
LICENSES AND CERTIFICATIONS.....	72
WORK ASSIGNMENTS.....	72
LAYOFF ORDER AND BUMPING RIGHTS .....	72
HIRING .....	72
SBP PLAN CHANGES .....	73
SKILL BASED PAY STEPS TABLE .....	73
BRIDGE MAINTENANCE WORKER SKILLS LIST .....	73



**SKILL BASED PAY PLAN  
BRIDGE MAINTENANCE WORKER (SBP)**

**BMW Skill-Based Pay Plan**

**Description**

This is a six-step pay plan. Each Bridge Maintenance Worker will advance through the pay steps as Skill Based Pay Plan (SBP) skills are acquired per the enclosed Skill Based Pay Steps Table. The SBP skills for BMWs are grouped within one of three categories: Yellow Skills, Red Skills, and Green Skills.

**Skill Category Definitions**

**Yellow Category:** Skills in the Yellow Category are the skills and knowledge that all employees are initially expected to master in order to be successful as a Bridge Maintenance Worker. Acquisition of these skills generally enables new employees to be able to perform their regular duties in a safe and productive manner within a team-oriented environment.

**Red Category:** Skills in the Red Category typically entail a demonstrated proficiency in operating a primary piece of equipment, vehicle, or function that is routinely utilized in bridge maintenance operations. As employees acquire these skills they will be able to contribute more productively through independent operation of motorized equipment or as part of a crew performing a bridge maintenance operation.

**Green Category:** Skills in the Green Category are typically skills and knowledge that may not be directly utilized on a frequent basis but these skills enhance the performance of Bridge Maintenance Worker and the accomplishment of more critical functions. These skills enable Bridge Maintenance Worker to efficiently and/or independently perform important functions that may be completed on a less frequent basis than most operations. Acquisition of Green category skills enhances the ability of Bridge Maintenance Worker in the performance of maintenance operations, or to master the use of more specialized equipment and/or techniques.

**Skills Board Composition**

The Bridge Skills Board shall be composed of three (3) COUNTY and three (3) UNION employees. The UNION will select one (1) Traffic member, one (1) Bridge member, and a Union Representative. UNION Skills Board members will serve 3-year terms on a staggered basis. The COUNTY members will be the Supervisor assigned to Traffic, the Supervisor assigned to Bridge, and a Supervisor assigned to Roads. Participation in Skills Board meetings will be limited to board members, affected employees, and those directly invited by the Skills Board.

**Skills Board Duties and Responsibilities**

The Skills Board shall function under simple majority-vote rules, maintain a quorum of four (4) members, and elect the Board Chair. The Skills Board will record and publish meeting minutes to include the results of all decisions and any recommendations. Any rejection of an employee's request for award of a skill shall be accompanied by a list of specific

improvements needed. The Skills Board is responsible for collaboratively performing the following duties:

- Reviewing a new employee's skills and determining his or her initial SBP skill level.
- Reviewing recommendations from assigned On-the-Job-Trainers (OJT) or designated training Supervisors regarding individual Trainee progress and/or skill acquisition, if appealed.
- Reviewing and recommending OJT assignments.
- Reviewing and adjusting the Bridge Division Training Plan quarterly.
- Reviewing and making recommendations regarding SBP and training related complaints and concerns submitted by employees.
- Reviewing skill requirements that employees have allowed to lapse and making recommendations to the Labor-Management Committee (LMC).
- Recording and distributing minutes and results of their meetings to its members, the AFSCME Council Representative, the LMC, DES Compensation Manager, and Transportation Maintenance Management in a prompt manner for posting and timely processing of related administrative actions.
- Reviewing and recommending to the LMC the addition or deletion of skills.

### **Skill Proficiency**

Proficiency for each skill is defined as acquired knowledge and/or demonstrated competency in performing associated tasks in a safe and efficient manner at an appropriate level of mastery. The Bridge Skills Board management representatives and the UNION will collaboratively develop and define what constitutes the appropriate level of knowledge and a safe and efficient manner for demonstration of each skill. When determining an employee's proficiency, the following shall be considered:

- Performance evaluations and summaries
- Supervisor and/or OJT recommendations
- Employment history and work experience
- Documentation of related training or education
- Written input from co-workers
- Other relevant performance or training information

### **SBP Plan Advancement**

BMW's advance through the SBP Plan as they successfully acquire skills per the Skill Based Pay Steps Table. When the OJT and Supervisor agree on an employee's proficiency, they will make a recommendation to the Skills Board to grant or deny that skill.

If the OJT and Supervisor disagree on an employee's skill proficiency, they will submit the Training Form and supporting documentation to the Skills Board for review and award or rejection of that skill.

### **Appeal Process**

An affected employee may appeal the Skills Board's decision to the Division Appeals Group (DAG) consisting of the Transportation Operations Manager or his/her designee, the assigned OJTs, and a Union Representative. An employee will have twenty (20) working days in which to submit their appeal. The DAG will meet with the affected employee in a timely manner to review the Skills Board's decision. The DAG will review documentation presented to the Skills Board, additional information that the employee offers, and other relevant performance or training information. The DAG may provide the employee with an opportunity to demonstrate his or her skill proficiency. If consensus is reached by the Division Appeal Group to support the employee that decision is implemented. If the Group cannot arrive at a consensus to support, or if it rejects the appeal by consensus, the employee may initiate an appeal to the LMC. All LMC decisions regarding SBP are final.

### **SBP Pay Step Increase**

Once granted a skill any resultant pay step increase will be effective at the beginning of the next payroll period. There will be no retroactive pay step increases except as noted in other sections of this agreement. Employees will spend a minimum of six (6) months in each SBP pay step before being eligible for advancement except as provided for in the "Layoff Order and Bumping Rights" and "Hiring" sections.

### **Training**

The COUNTY shall maintain and post a Bridge Training Plan table that includes a list of SBP skills, the designated OJT and Supervisor for each skill, and dates for all planned SBP trainings. The Training Plan will include details for each skill including prerequisites for training, desired training outcomes, and time guidelines for acquiring each skill. The Skills Board will review the Bridge Unit Training Plan on a quarterly basis to make appropriate adjustments and updates and report them to the LMC. COUNTY will post a signup list for each SBP training opportunity.

The OJT and Supervisor will jointly review each signup list and rank the BMWs by seniority for each training opportunity. The OJT and Supervisor will confirm that the top ranked employees are available during the planned training period and have completed the pre-requisites for that skill. The list of available and qualified employees ranked by seniority becomes the Training Roster for the scheduled training.

The Supervisor and OJT will designate the most senior employee on the Training Roster who commits to completion of the training. Once a trainee is designated and confirmed the Supervisor will initiate an SBP Training form to track that employee's training. The SBP Training forms will be utilized to track skill acquisition by documenting applicable training. The employee will keep the form, documenting the date, number of hours and location of each training session. At such time as the employee either has become proficient or reached the end of the training period, the employee will return the form to the supervisor. The supervisor will meet with the

OJT to discuss the outcomes of the training and each will award or deny the skill independently on the appropriate form. If the skill is awarded, the supervisor will deliver the form to the Support Services staff for entry into the DTD cost system. The form will then be filed in the employee's skill-base folder. If the skill acquisition results in a step increase, the Support Services staff will generate a Personnel Action form (PA). The supervisor is responsible for informing the Skills Board of the skill acquisition. If the skill is denied, the form will be returned to the employee with a written explanation of the reason for the denial and the steps the employee may take to attain proficiency. Training Rosters will be retained, updated from the signup list of available and qualified employees, and reposted after each new signup period for subsequent SBP training opportunities.

The Supervisor and OJT are responsible for coordination, design, and delivery of training to designated SBP trainees. They will collaboratively work to facilitate progression of trainees in skill acquisition during assigned training periods. If the Supervisor and OJT jointly agree that a trainee cannot acquire a skill during a training period they may terminate the training assignment and the trainee may appeal such a determination.

### **Additional Training Opportunities**

Voluntary training for advancement will be provided for as many BMWs as possible on a year round basis. Voluntary training opportunities will be awarded based on seniority and offered "on the job" whenever possible. When on the job training is not possible, it may take place during an employee's own time with the COUNTY providing trainers and equipment as available and as needed. (Such as instances where a specific piece of equipment or type of work might not be needed because of weather or work needs.) There may be instances where certifications or other types of schooling may be needed by an employee to advance into higher pay steps. When this occurs, the employee may be able to take advantage of educational programs, courses, or other training available through the COUNTY or local area partners such as the Portland Metropolitan Area Transportation Cooperative (PMAT) program.

If at any time it becomes evident that there are not enough employees qualified in a specific skill to meet work demands, training can be made mandatory for as many employees as needed to meet the County's needs.

### **Maintenance of Skill Proficiency**

Proficiency requirements for an individual skill may change. If the Skills Board determines the requirements for proficiency in a skill have evolved it may adjust the proficiency requirements for that skill. Any employee possessing that skill will be given preference for the additional training needed to maintain his or her proficiency.

The assigned OJT and Supervisor will develop additional training for employees that need to maintain proficiency and incorporate that training into the Training Plan. The employee's pay rate, if potentially affected by the loss of a skill, will not be reduced without LMC review and approval.

Additional skills may be required due to the purchase of new and different types of equipment or evolution of work duties and/or some skills may become obsolete. The Skills Board will

recommend addition or deletion of skills in the SBP plan to the LMC. If the number of skills required for a pay step increases, the COUNTY shall give priority to training employees who no longer meet the requirements for that pay step. If a skill is deleted from the SBP Plan, employees with that skill will be given an opportunity to train for another skill in that category before any reduction in pay step(s). If a skill is moved from one category to another by the LMC, any employee with that skill will not suffer an immediate pay step reduction because of that movement. The employee will have six (6) months to acquire the appropriate number of skills in each category to retain their pay step. The employee will have additional time to acquire the necessary skills if training is not offered during the prescribed (six) 6 month period. All training opportunities related to any deleted and/or moved skill blocks will follow the procedures as outlined under 'Training'.

A few specific skills may have on-going requirements for an employee to continue to receive credit for proficiency, such as Incident Response and On-The-Job-Trainer. If an employee does not satisfy the on-going requirements for a skill the Skills Board will be asked to review the situation and may make a recommendation to the LMC that the related skill be withdrawn. If the LMC directs the withdrawal of a skill, any resultant pay step reduction will be effective the next payroll period.

### **Licenses and Certifications**

If an employee through his or her in-action or by choice allows his or her required certifications or licenses to lapse, the Skills Board will reevaluate the employee's level of proficiency in the affected skills. The Skills Board may recommend to the LMC that the employee's credit for proficiency in that specific skill be removed. If the LMC directs the withdrawal of a skill, any resultant pay step reduction will be effective the next payroll period.

### **Work Assignments**

Whenever possible, employees will be assigned duties where they can gain experience that will help them to achieve proficiency in additional skills. Daily work assignments will be made consistent with the needs of the COUNTY. Such work assignments will not be arbitrary or capricious.

### **Layoff Order and Bumping Rights**

All instances regarding layoffs and bumping rights shall be handled in accordance with the procedures in the current collective bargaining agreement. Any employee bumping into a section with a SBP system shall enter at Step 1. Such employees shall remain at Step 1 for thirty (30) calendar days during which time the Skills Board will conduct an evaluation of his or her skills. The Skills Board will determine what skills the employee is proficient in, establish his or her initial skill level, and determine his or her appropriate pay step. The employee will receive any related step increase effective the 31st day of his or her transfer.

### **Hiring**

Management has the right to recommend upper step appointments. Any current County employee that competes and is selected for this skill based pay program shall receive the rate of

pay in the skill based pay range that causes the least reduction in pay from the employee's current pay.

Newly hired employees will normally be placed into step 1. The Skills Board will conduct an evaluation of the newly hired employee's skills during their 6th month of employment. The Skills Board will determine what skills the employee is proficient in and determine his/her appropriate pay step per the Skill Based Pay Steps table. The employee will receive any related pay increase effective the beginning of the next payroll period after a Skills Board action. The Skills Board may recommend to the DTD Labor Management Committee that an upper step appointee be placed at a lower pay step level.

**SBP Plan Changes**

Employees in a SBP plan are not eligible for out-of-classification pay and cannot submit Position Classification Questionnaires (PCQs) for work in a SBP covered position.

Any alterations to this plan deemed necessary will only be made through agreement between the AFSCME Council Representative and COUNTY as represented by the Chief Negotiator.

***Bridge Maintenance Worker***  
**Skill Based Pay Steps Table:**

<b>SBP Steps:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>YELLOW</b>	<b>3</b>	<b>8</b>	<b>13</b>	<b>15</b>	<b>18</b>	<b>22</b>
<b>RED</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>12</b>
<b>GREEN</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>8</b>	<b>11</b>

**BRIDGE MAINTENANCE WORKER SKILLS LIST**

<b>YELLOW SKILLS</b>	<b>RED SKILLS</b>	<b>GREEN SKILLS</b>
<ul style="list-style-type: none"> <li>• Ton Truck Operation</li> <li>• Basic Computer Skills</li> <li>• Basic Vegetation Control</li> <li>• Chain Saw Operation</li> <li>• Class B Cdl</li> <li>• Confined Space Awareness/Competent Person</li> <li>• Cut-Off Saw</li> <li>• Equipment Maintenance Skills</li> <li>• First Aid &amp; Cpr Certification</li> <li>• Flagging Certification</li> <li>• Forklift Certification</li> <li>• Front-End Loader</li> <li>• Hand Tool Operation</li> </ul>	<ul style="list-style-type: none"> <li>• Crane Certification</li> <li>• 10 Yard Dump Truck Operation</li> <li>• Blueprint Reading Skills</li> <li>• Build Concrete Forms</li> <li>• Catch Basin Construction</li> <li>• Concrete Placement Skills</li> <li>• General Steel Fabrication Skills</li> <li>• Guardrail Construction &amp; Repair</li> <li>• Heavy Bridge Construction Skills</li> <li>• Rigging Skills</li> <li>• Scaffold Rigging Skills</li> <li>• Flat Bed Truck Operation</li> </ul>	<ul style="list-style-type: none"> <li>• Aerial Boom Truck Operations</li> <li>• Associates Degree (Any Field Of Study)</li> <li>• Bachelors Degree (Any Field Of Study)</li> <li>• Backhoe Operation - Rubber Tire</li> <li>• Bobcat Operations</li> <li>• Bridge Inspections</li> <li>• Paintings &amp; Coatings</li> <li>• Class A Cdl</li> <li>• Competent Leadership Skills</li> <li>• Contract Inspections</li> <li>• Ferry Operators Certification</li> </ul>

<ul style="list-style-type: none"> <li>• Interpersonal Communication Skill</li> <li>• Laser Level Operations</li> <li>• Oxygen/Acetylene Equip Operation</li> <li>• Power Tool Operation (Air, Elect &amp; Hyd)</li> <li>• Pressure Washer Operation</li> <li>• Respirator Certification</li> <li>• Safety Training &amp; Compliance</li> <li>• Shop Tool Operation</li> <li>• Wood Shop Tools</li> </ul>		<ul style="list-style-type: none"> <li>• Flusher Truck Operation</li> <li>• Gradall Operation</li> <li>• Intermediate Computer Skills</li> <li>• On-The-Job Trainer Certification</li> <li>• Plasma Cutter</li> <li>• Powered Broom Operations</li> <li>• Sandblasting Skills</li> <li>• Sidewinder - 10 Yard</li> <li>• Trackhoe Operations</li> <li>• Vegetation Spray - Laws &amp; Safety</li> <li>• Vegetation Spray - Road Row Certification</li> <li>• Welding Certification</li> <li>• Wire Feed Welding</li> <li>• Wire Rope Inspection Certification</li> </ul>
---	--	--

**CLACKAMAS COUNTY  
TRANSPORTATION MAINTENANCE**

**TRAFFIC CONTROL  
WORKER**

**SKILL-BASED PAY  
PLAN**





# TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b> .....	<b>76</b>
<b>SKILL BASED PAY PLAN</b> .....	<b>77</b>
DESCRIPTION .....	77
SKILL CATEGORY DEFINITIONS .....	77
SKILLS BOARD COMPOSITION .....	77
SKILLS BOARD DUTIES AND RESPONSIBILITIES .....	77
SKILL PROFICIENCY.....	78
SBP PLAN ADVANCEMENT .....	78
SBP PAY STEP INCREASE .....	79
APPEAL PROCESS.....	77
TRAINING.....	79
ADDITIONAL TRAINING OPPORTUNITIES .....	80
MAINTENANCE OF SKILL PROFICIENCY .....	80
LICENSES AND CERTIFICATIONS .....	81
WORK ASSIGNMENTS .....	81
LAYOFF ORDER AND BUMPING RIGHTS .....	81
HIRING .....	81
SBP PLAN CHANGES .....	82
SKILL BASED PAY STEPS TABLE: .....	82
TRAFFIC CONTROL WORKER SKILLS LIST .....	83

## SKILL BASED PAY PLAN

# TRAFFIC CONTROL WORKER (SBP)

## TCW Skill-Based Pay Plan

### **Description**

This is a six-step pay plan. Each Traffic Control Worker will advance through the pay steps as Skill Based Pay Plan (SBP) skills are acquired per the enclosed Skill Based Pay Steps Table. The SBP skills for TCWs are grouped within one of three categories: Yellow Skills, Red Skills, and Green Skills.

### **Skill Category Definitions**

**Yellow Category:** Skills in the Yellow Category are the skills and knowledge that all employees are initially expected to master in order to be successful as a Traffic Control Worker. Acquisition of these skills generally enables new employees to be able to perform their regular duties in a safe and productive manner within a team oriented environment.

**Red Category:** Skills in the Red Category typically entail a demonstrated proficiency in operating a primary piece of equipment, vehicle, or function that is routinely utilized in traffic maintenance operations. As employees acquire these skills they will be able to contribute more productively through independent operation of motorized equipment or as part of a crew performing a traffic maintenance operation.

**Green Category:** Skills in the Green Category are typically skills and knowledge that may not be directly utilized on a frequent basis but these skills enhance the performance of Traffic Operations Workers and the accomplishment of more critical functions. These skills enable Traffic Operations Workers to efficiently and/or independently perform important functions that may be completed on a less frequent basis than most operations. Acquisition of Green category skills enhances the ability of Traffic Control Workers in the performance of maintenance operations, or to master the use of more specialized equipment and/or techniques.

### **Skills Board Composition**

The Traffic Skills Board shall be composed of three (3) COUNTY and three (3) UNION employees. The UNION will select one (1) Traffic member, one (1) Bridge member, and a Union Representative. UNION Skills Board members will serve 3-year terms on a staggered basis. The COUNTY members will be the Supervisor assigned to Traffic, the Supervisor assigned to Bridge, and a Supervisor assigned to Roads. Participation in Skills Board meetings will be limited to board members, affected employees, and those directly invited by the Skills Board.

### **Skills Board Duties and Responsibilities**

The Skills Board shall function under simple majority-vote rules, maintain a quorum of

four (4) members, and elect the Board Chair. The Skills Board will record and publish meeting minutes to include the results of all decisions and any recommendations. Any rejection of an employee's request for award of a skill shall be accompanied by a list of specific improvements needed. The Skills Board is responsible for collaboratively performing the following duties:

- Reviewing a new employee's skills and determining his or her initial SBP skill level.
- Reviewing recommendations from assigned On-the-Job-Trainers (OJT) or designated training Supervisors regarding individual Trainee progress and/or skill acquisition, if appealed.
- Reviewing and recommending OJT assignments.
- Reviewing and adjusting the Traffic Division Training Plan quarterly.
- Reviewing and making recommendations regarding SBP and training related complaints and concerns submitted by employees.
- Reviewing skill requirements that employees have allowed to lapse and making recommendations to the Labor-Management Committee (LMC).
- Recording and distributing minutes and results of their meetings to its members, the AFSCME Council Representative, the LMC, DES Compensation Manager, and Transportation Maintenance Management in a prompt manner for posting and timely processing of related administrative actions.
- Reviewing and recommending to the LMC the addition or deletion of skills.

### **Skill Proficiency**

Proficiency for each skill is defined as acquired knowledge and/or demonstrated competency in performing associated tasks in a safe and efficient manner at an appropriate level of mastery. The Traffic Skills Board management representatives and the UNION will collaboratively develop and define what constitutes the appropriate level of knowledge and a safe and efficient manner for demonstration of each skill. When determining an employee's proficiency, the following shall be considered:

- Performance evaluations and summaries
- Supervisor and/or OJT recommendations
- Employment history and work experience
- Documentation of related training or education
- Written input from co-workers
- Other relevant performance or training information

### **SBP Plan Advancement**

TCWs advance through the SBP Plan as they successfully acquire skills per the Skill Based Pay Steps Table. When the OJT and Supervisor agree on an employee's

proficiency, they will make a recommendation to the Skills Board to grant or deny that skill.

If the OJT and Supervisor disagree on an employee's skill proficiency, they will submit the Training Form and supporting documentation to the Skills Board for review and award or rejection of that skill.

### **Appeal Process**

An affected employee may appeal the Skills Board's decision to the Division Appeals Group (DAG) consisting of the Transportation Operations Manager or his/her designee, the assigned OJTs, and a Union Representative. An employee will have twenty (20) working days in which to submit their appeal. The DAG will meet with the affected employee in a timely manner to review the Skills Board's decision. The DAG will review documentation presented to the Skills Board, additional information that the employee offers, and other relevant performance or training information. The DAG may provide the employee with an opportunity to demonstrate his or her skill proficiency. If consensus is reached by the Division Appeal Group to support the employee that decision is implemented. If the Group can not arrive at a consensus to support, or if it rejects the appeal by consensus, the employee may initiate an appeal to the LMC. All LMC decisions regarding SBP are final.

### **SBP Pay Step Increase**

Once granted a skill any resultant pay step increase will be effective at the beginning of the next payroll period. There will be no retroactive pay step increases except as noted in other sections of this agreement. Employees will spend a minimum of six (6) months in each SBP pay step before being eligible for advancement except as provided for in the "Layoff Order and Bumping Rights" and "Hiring" sections.

### **Training**

The COUNTY shall maintain and post a Traffic Training Plan table that includes a list of SBP skills, the designated OJT and Supervisor for each skill, and dates for all planned SBP trainings. The Training Plan will include details for each skill including: prerequisites for training, desired training outcomes, and time guidelines for acquiring each skill. The Skills Board will review the Traffic Unit Training Plan on a quarterly basis to make appropriate adjustments and updates and report them to the LMC. COUNTY will post a signup list for each SBP training opportunity.

The OJT and Supervisor will jointly review each signup list and rank the TCWs by seniority for each training opportunity. The OJT and Supervisor will confirm that the top ranked employees are available during the planned training period and have completed the pre-requisites for that skill. The list of available and qualified employees ranked by seniority becomes the Training Roster for the scheduled training.

The Supervisor and OJT will designate the most senior employee on the Training Roster who commits to completion of the training. Once a trainee is designated and confirmed the Supervisor will initiate an SBP Training form to track that employee's training. The SBP Training forms will be utilized to track skill acquisition by documenting applicable training. The employee will keep the form, documenting the date, number of

hours and location of each training session. At such time as the employee either has become proficient or reached the end of the training period, the employee will return the form to the supervisor. The supervisor will meet with the OJT to discuss the outcomes of the training and each will award or deny the skill independently on the appropriate form. If the skill is awarded, the supervisor will deliver the form to the Support Services staff for entry into the DTD cost system. The form will then be filed in the employee's skill-base folder. If the skill acquisition results in a step increase, the Support Services staff will generate a Personnel Action form (PA). The supervisor is responsible for informing the Skills Board of the skill acquisition. If the skill is denied, the form will be returned to the employee with a written explanation of the reason for the denial and the steps the employee may take to attain proficiency. Training Rosters will be retained, updated from the signup list of available and qualified employees, and reposted after each new signup period for subsequent SBP training opportunities.

The Supervisor and OJT are responsible for coordination, design and delivery of training to designated SBP trainees. They will collaboratively work to facilitate progression of trainees in skill acquisition during assigned training periods. If the Supervisor and OJT jointly agree that a trainee cannot acquire a skill during a training period they may terminate the training assignment and the trainee may appeal such a determination.

#### **Additional Training Opportunities**

Voluntary training for advancement will be provided for as many TCWs as possible on a year round basis. Voluntary training opportunities will be awarded based on seniority and offered "on the job" whenever possible. When on the job training is not possible, it may take place during an employee's own time with the COUNTY providing trainers and equipment as available and as needed. (Such as instances where a specific piece of equipment or type of work might not be needed because of weather or work needs.) There may be instances where certifications or other types of schooling may be needed by an employee to advance into higher pay steps. When this occurs, the employee may be able to take advantage of educational programs, courses, or other training available through the COUNTY or local area partners such as the Portland Metropolitan Area Transportation Cooperative (PMAT) program.

If at any time it becomes evident that there are not enough employees qualified in a specific skill to meet work demands, training can be made mandatory for as many employees as needed to meet the County's needs.

#### **Maintenance of Skill Proficiency**

**Proficiency requirements** for an individual skill may change. If the Skills Board determines the requirements for proficiency in a skill have evolved it may adjust the proficiency requirements for that skill. Any employee possessing that skill will be given preference for the additional training needed to maintain his or her proficiency.

The assigned OJT and Supervisor will develop additional training for employees that need to maintain proficiency and incorporate that training into the Training Plan. The employee's pay rate, if potentially affected by the loss of a skill, will not be reduced without LMC review and approval.

**Additional skills** may be required due to the purchase of new and different types of equipment or evolution of work duties and/or some skills may become obsolete. The Skills Board will recommend addition or deletion of skills in the SBP plan to the LMC. If the number of skills required for a pay step increases, the COUNTY shall give priority to training employees who no longer meet the requirements for that pay step. If a skill is deleted from the SBP Plan, employees with that skill will be given an opportunity to train for another skill in that category before any reduction in pay step(s). If a skill is moved from one category to another by the LMC, any employee with that skill will not suffer an immediate pay step reduction because of that movement. The employee will have six (6) months to acquire the appropriate number of skills in each category to retain their pay step. The employee will have additional time to acquire the necessary skills if training is not offered during the prescribed (six) 6 month period. All training opportunities related to any deleted and/or moved skill blocks will follow the procedures as outlined under 'Training'.

A few specific skills may have on-going requirements for an employee to continue to receive credit for proficiency, such as Incident Response and On-The-Job-Trainer. If an employee does not satisfy the on-going requirements for a skill the Skills Board will be asked to review the situation and may make a recommendation to the LMC that the related skill be withdrawn. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

#### **Licenses and Certifications**

If an employee through his or her in-action or by choice allows his or her required certifications or licenses to lapse, the Skills Board will reevaluate the employee's level of proficiency in the affected skills. The Skills Board may recommend to the LMC that the employee's credit for proficiency in that specific skill be removed. If the LMC directs the withdrawal of a skill any resultant pay step reduction will be effective the next payroll period.

#### **Work Assignments**

Whenever possible, employees will be assigned duties where they can gain experience that will help them to achieve proficiency in additional skills. Daily work assignments will be made consistent with the needs of the COUNTY. Such work assignments will not be arbitrary or capricious.

#### **Layoff Order and Bumping Rights**

All instances regarding layoffs and bumping rights shall be handled in accordance with the procedures in the current collective bargaining agreement. Any employee bumping into a section with a SBP system shall enter at Step 1. Such employees shall remain at Step 1 for thirty (30) calendar days during which time the Skills Board will conduct an evaluation of his or her skills. The Skills Board will determine what skills the employee is proficient in, establish his or her initial skill level, and determine his or her appropriate pay step. The employee will receive any related step increase effective the 31st day of his or her transfer.

#### **Hiring**

Management has the right to recommend upper step appointments. Any current County

employee that competes and is selected for this skill based pay program shall receive the rate of pay in the skill based pay range that causes the least reduction in pay from the employee's current pay.

Newly hired employees will normally be placed into step 1. The Skills Board will conduct an evaluation of the newly hired employee's skills during their 6th month of employment. The Skills Board will determine what skills the employee is proficient in and determine his/her appropriate pay step per the Skill Based Pay Steps table. The employee will receive any related pay increase effective the beginning of the next payroll period after a Skills Board action. The Skills Board may recommend to the DTD Labor Management Committee that an upper step appointee be placed at a lower pay step level.

**SBP Plan Changes**

Employees in a SBP plan are not eligible for out-of-classification pay and can not submit Position Classification Questionnaires (PCQs) for work in a SBP covered position.

Any alterations to this plan deemed necessary will only be made through agreement between the AFSCME Council Representative and COUNTY as represented by the Chief Negotiator.

***Traffic Control Worker***

**Skill Based Pay Steps Table:**

<b>SBP Steps:</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>YELLOW</b>	10	12	14	14	14	15
<b>RED</b>	0	4	6	9	10	12
<b>GREEN</b>	0	1	2	2	3	4

## TRAFFIC CONTROL WORKERSKILLS LIST

YELLOW SKILLS	RED SKILLS	GREEN SKILLS
<ul style="list-style-type: none"> <li>• Blueprint reading Skills</li> <li>• CDL Tank Endorsement</li> <li>• Class B CDL</li> <li>• Equipment Maintenance Skills</li> <li>• First Aid And Cpr Certification</li> <li>• Forklift Certification</li> <li>• Hand Tool Operation</li> <li>• Imsa Level 1 - Signs</li> <li>• Imsa Work Zone Safety</li> <li>• Interpersonal Communication Skills</li> <li>• Power Tool Operation (Air, Elec &amp; Hyd)</li> <li>• Shop Tool Operation</li> <li>• Sign Maintenance - Supervised</li> <li>• Sign Making – Limited Supervision</li> <li>• Traffic Control</li> </ul>	<ul style="list-style-type: none"> <li>• Aerial Boom Truck Operations</li> <li>• Competent Leadership Skills</li> <li>• IMSA Level 2 - Signs</li> <li>• Intermediate Computer Skills</li> <li>• Line Laser Operations</li> <li>• Pavement Marking - Supervised</li> <li>• Pavement Marking – Unsupervised</li> <li>• Pavement Marking Removal</li> <li>• Sign Maintenance - Unsupervised</li> <li>• Sign Making – Unsupervised</li> <li>• Striper Operation – Driver</li> <li>• Striper Operation – Gunner</li> <li>• Traffic Control – Emergency Response</li> </ul>	<ul style="list-style-type: none"> <li>• Associates Degree (Any field of study)</li> <li>• Bachelors Degree 9Any Field of Study)</li> <li>• Class "A" Cdl</li> <li>• Front End Loader</li> <li>• IMSA Level 3 - Signs</li> <li>• On-The-Job Trainer (Bridge/Traffic)</li> <li>• OSU Intro to Traffic Eng Principles</li> <li>• OSU MUTCD Course</li> <li>• Striper Operation - Layout</li> </ul>



**APPENDIX B - DRUG & ALCOHOL TESTING POLICY**

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

MEMORANDUM OF UNDERSTANDING

DRUG & ALCOHOL TESTING POLICY

# TABLE OF CONTENTS

POLICY STATEMENT	86
WHO WILL BE TESTED AND WHEN	86
EDUCATION AND TRAINING	87
EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL	87
PREScription MEDICATIONS	88
<i>“Medical Marijuana”</i>	89
PROHIBITIONS	89
INVESTIGATION OF PREVIOUS TESTING	90
TYPES OF DRUG AND ALCOHOL TESTING REQUIRED	90
<i>Pre-employment Testing</i>	90
<i>Random Testing</i>	90
<i>Reasonable Suspicion Testing</i>	91
<i>Post-Accident Testing</i>	92
<i>Return to Duty and Follow-up Testing</i>	93
<i>Costs of Testing</i>	93
DRUG AND ALCOHOL TESTING PROCEDURES	94
<i>Drug Testing</i>	94
<i>Breath Alcohol Testing</i>	94
DRUG TEST RESULTS REVIEW	95
<i>Medical Review Officer Reporting Options and Employer Actions</i>	96
<i>MRO Verification Without Notifying the Employee</i>	97
<i>Communication of Results</i>	97
FAILURE TO COOPERATE	97
DISCIPLINARY ACTION AND PROCEDURES	98
RETURN TO DUTY PROCEDURES	99
RECORD KEEPING PROCEDURES	100
<i>Record Retention</i>	101
ATTACHMENT A	102
<i>DEFINITION OF TERMS</i>	102
ATTACHMENT B	106
<i>POST ACCIDENT TESTING</i>	106
<b>ATTACHMENT C</b>	
<i>UNITED STATES COAST GUARD REGULATIONS</i>	

# DRUG AND ALCOHOL TESTING POLICY

## *Clackamas County Department of Transportation and Development Employees covered by US DOT Regulations*

### POLICY STATEMENT

Clackamas County Department of Transportation (DTD<sup>1</sup> or “the County”) is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, DTD has implemented a substance abuse testing policy which applies to all applicants for, and employees who hold “covered driver” and “covered operator” positions.

DTD recognizes each individual’s value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see “Employee Assistance Program and Self-Referral”).

This Drug and Alcohol Testing Policy (“Policy”) is intended to comply with DOT regulations, changes in which will supersede specific policy provisions. To view revisions to this policy made by the Federal Motor Carrier Safety Administration (FMSCA) or the Federal Highway Administration (FHWA) since this publication, and additional information such as testing procedures, service providers, etc., go to:

[http://web1.clackamas.us/mydepartment/3004.jsp?q\\_dept=DES&q\\_pagename=drugtesting.htm](http://web1.clackamas.us/mydepartment/3004.jsp?q_dept=DES&q_pagename=drugtesting.htm)

**EFFECTIVE DATE:** March 1, 1995      **POLICY REVISED:** September, 2003  
July, 2006  
June 2010

### WHO WILL BE TESTED AND WHEN

**Covered drivers** are defined as those who are required to hold commercial driver’s licenses for their jobs. Such applicants and employees fall under the Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations (“Controlled Substances and Alcohol Use and Testing,” 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which 1) are greater than 26,000 pounds GVWR, 2) carry hazardous materials in placardable quantities, or 3) carry 16 or more passengers, including the driver.

---

<sup>1</sup> Terms used throughout this policy are defined in Attachment A

\*\* See Attachment C

**Covered operators** are defined as operators of vessels covered by United States Coast Guard Regulations. \*\*

Covered drivers/operators may be tested for drugs or alcohol whenever they are **on duty**.

For the purposes of this Policy, “on duty” is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered “on-duty” time.

### EDUCATION AND TRAINING

DTD will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new covered drivers and covered operators will receive specific information regarding DTD’s Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers and covered operators who may be required to make “reasonable suspicion” determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes EACH for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

### EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL

An employee who wishes to seek confidential medical treatment for a drug or alcohol problem may refer to and follow Clackamas County’s Employment Policy and Practice #10 regarding Family Medical Leave.

UNDER THE COUNTY’S INDEPENDENT AUTHORITY, DTD will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. Under these circumstances, there will be no adverse consequences to the self-identification. The admission must not be made in order to avoid testing or after notification of an upcoming test.

When a covered driver or covered operator voluntarily reports a drug/alcohol problem BEFORE it is discovered through a drug or alcohol test, he/she will immediately be removed from duty and provided with a contact number for the County’s EAP program and a list of locally available Substance Abuse Professionals. The employee may work with EAP, select a SAP of their choice, or a qualified drug/alcohol counselor of their choice for evaluation and recommendation of treatment.

The County's Designated Employer Representative (DER) will provide information about existing leave and medical benefits provided under employment policies applicable to the driver/operator.

In the event an employee who self refers enters into an outpatient treatment program, the County will provide appropriate work for the employee while undergoing treatment. In the event an employee who self refers enters into an inpatient treatment program and is on a wait list for an opening, the County will provide appropriate work for the employee until such opening becomes available. The employee will provide to the County a statement from the facility that the employee is on a wait list and the approximate date a bed will become available.

Covered drivers who have self-referred must be evaluated, undergo treatment, if required, and be recommended for return to driving duties by the drug/alcohol evaluation expert. A negative drug and/or alcohol test is required prior to the resumption of driving duties. Follow-up drug testing, if recommended by the treatment provider, will be conducted under the County's independent authority and processed as non-DOT tests.

Time used for purposes of assessment, evaluation, counseling, treatment, and testing may be charged against available sick, vacation, or compensatory time leave accruals. If paid time is not available, the employee will be allowed to use leave without pay or a leave of absence as allowed under the current bargaining agreement.

### PRESCRIPTION MEDICATIONS

Prescription medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Covered drivers/operators should ask their physicians for specific instructions as to how much medication they should take and when they should take it to ensure safe use relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Under the County's independent authority, all covered drivers/operators are specifically required to notify their immediate supervisors when they are taking medications associated with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery). An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication with his/her doctor in relation to job duties; the type of medication; beginning and ending dates of treatment. The employee should give the note in a sealed envelope to his/her direct supervisor for confidential delivery to the Designated Employer Representative (DER). The DER working in conjunction with DTD management will then determine whether to require written medical authorization to work from a prescribing health care practitioner or if any accommodations are necessary.

The County will restrict access to medical information to those with a need to know, and will protect the confidentiality and security of the information.

All medicines brought onto DTD property/premises must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

#### 10. "Medical Marijuana"

Marijuana is a Class I controlled substance; its use is illegal under federal law. Although some states permit the use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor, this is not an acceptable explanation for a positive drug test under this Policy. The Medical Review Officer will automatically verify such tests as positive.

### PROHIBITIONS

FMCSA REGULATIONS SPECIFY the following prohibitions:

- 1) **Covered drivers and covered operators must not use alcohol within four (4) hours prior to reporting for duty** ("pre-duty use").
- 2) **Covered drivers and covered operators are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L<sup>2</sup> or greater while on duty.** Those with levels of 0.02 or greater as demonstrated by alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see "Discipline")
- 3) **Covered drivers and covered operators are prohibited from using alcohol after an on-the-job accident** until:
  - a. The Designated Employer Representative or his/her designated alternate has determined that alcohol testing is not required, OR
  - b. A alcohol test has been completed, OR
  - c. Eight (8) hours have passed since the accident.
- 4) **Covered drivers and covered operators must not show evidence of the use of controlled substances without a valid prescription.**
- 5) **Refusal** by a covered driver or covered operator to submit a urine, saliva or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater (see "Discipline" section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

---

<sup>2</sup> Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

## INVESTIGATION OF PREVIOUS TESTING

As a condition of employment, applicants for covered driver or covered operator positions will be required to provide written consent for DTD to obtain the following information from DOT regulated employers who have employed the applicant during any period during the three (3) years preceding the date of application or transfer:

- Names and addresses of previous DOT covered employers;
- Alcohol tests with a result of 0.04 or greater;
- Verified positive drug tests;
- Refusal to be tested (including verified adulterated or substituted drug test results);
- Other violations of DOT agency drug and alcohol testing regulations; and
- If the applicant violated a DOT drug and alcohol regulation, documentation of the applicant's successful completion of DOT return to duty requirements. (Note: If the previous employer does not have information about the return to duty requirements, DTD must seek to obtain this information from the applicant.)

The County must ask the applicant whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the applicant applied for, but did not attain, a DOT-regulated safety-sensitive transportation position during the two years preceding date of application. (If the applicant admits that he/she had a positive test or refusal to test, the applicant must document successful completion of the return to duty process.)

## TYPES OF DRUG AND ALCOHOL TESTING REQUIRED

The following are occasions for drug and alcohol testing under this policy:

### **Pre-employment Testing**

Pre-employment drug testing is required for all covered driver or covered operator positions. Applicants will be notified that drug testing is a requirement of the application process.

Under the County's independent authority, and as permitted by the DOT, a negative dilute result is unsatisfactory on a pre-employment test. Applicants will be given one additional opportunity to provide a valid specimen. The result of the second test will determine whether the applicant is eligible for employment as a covered driver/operator.

A drug test result which is verified as positive for unauthorized use of controlled substances, or found to be substituted or adulterated, will disqualify the applicant for the covered driver or covered operator position.

### **Random Testing**

*Definition of Random Test.* A random test is a test that is unannounced, and where every person in the random selection "pool" has an equal chance of being

selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers and covered operators are required to be randomly tested under DOT regulations.

*Method of Random Selection:* DTD has contracted with an outside drug testing management service to perform computerized random selections on its covered employees. Selections occur monthly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests will be completed annually, as required by current DOT regulations.

*Procedure for Notification and Specimen Collection/Testing:*

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration's drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a list of individuals who have been selected for testing to the Designated Employer Representative.
- 3) The Designated Employer Representative or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the employee instruction card.
- 4) **IMMEDIATELY** after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote location, the Designated Employer Representative will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

### **Reasonable Suspicion Testing**

"Reasonable suspicion" means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) DTD shall require a driver/operator to submit to an alcohol test when the DTD has reasonable suspicion to believe that the driver/operator has violated the prohibitions of this policy concerning alcohol. DTD's determination that reasonable suspicion exists to require the driver/operator to undergo an alcohol test must be based on specific, contemporaneous, articulable observations



concerning the appearance, behavior, speech or body odors of the driver/operator.

- 2) DTD shall require a driver/operator to submit to a controlled substances test when the DTD has reasonable suspicion to believe that the driver/operator has violated the prohibitions of this policy concerning controlled substances. DTD's determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The "reasonable suspicion" behavior should be witnessed by at least two supervisors if at all feasible, but only one observation is required. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any "reasonable suspicion" incident will be documented as soon after the incident as possible. DTD will ensure that the employee involved is immediately removed from the workplace and is escorted by a supervisor to a urine specimen collection or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. Under the County's independent authority, and as permitted by the DOT, a negative dilute result is unsatisfactory on a reasonable suspicion test. Applicants will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail.

Employees will have access to union representation, if requested, at every step of the "reasonable suspicion" testing procedures, except during specimen collection.

### **Post-Accident Testing**

*A reportable accident* under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or
- 3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

\*\*Covered DTD employees see Attachment B

UNDER FMCSA REGULATIONS, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

DTD will ensure that the employee involved in a *reportable accident* will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the County.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

DTD will provide its covered drivers and covered operators with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Covered drivers/operators are prohibited from using alcohol for eight (8) hours following an accident/crash or until they have undergone a post-accident alcohol test, whichever occurs first.

An alcohol test should be administered within two (2) hours following the accident/ crash, but no later than eight hours.

A drug test should be administered as soon as possible but no later than thirty-two (32) hours after the occurrence of an accident/crash.

### **Return to Duty and Follow-up Testing**

FMCSA regulations require return to duty and follow-up drug and/or alcohol testing when a covered driver or covered operator has engaged in prohibited drug or alcohol-related behavior. A negative drug and/or alcohol test is required prior to return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. DTD will comply with any mandated testing requirements outlined by the SAP.

Please refer to "Return to Duty Procedures" and "Disciplinary Action and Procedures" for additional information.

### **Costs of Testing**

The County will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The County will be responsible for payment of any requested split tests, return to

duty, and follow-up tests with a negative test result, or canceled.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The County agrees to pay for the test and then collect from the employee.

## DRUG AND ALCOHOL TESTING PROCEDURES

### **Drug Testing**

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a “primary specimen” shipping bottle and at least 15 mL of urine in a “split specimen” shipping bottle.
- 2) If an employee is unable to provide an adequate volume of urine on the first attempt (“shy bladder”), he/she will have an opportunity to drink up to 40 ounces of fluids within three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the MRO to determine whether the incident constituted a refusal to test per 49 CFR 40.193.
- 3) Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services will perform drug testing.
- 4) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see “Drug Test Results Review”).

### **Breath Alcohol Testing**

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
  - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.

- b. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the “Confirmation Test Results” section of the Alcohol Test Form.
- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Designated Employer Representative or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Designated Employer Representative.

### DRUG TEST RESULTS REVIEW

Drug test results on a covered driver/operator which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the Medical Review Officer (MRO).

A POSITIVE drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

<u>Substance or Class</u>	<u>Initial Screening Cut-off</u>	<u>Confirmation Cut-off</u>
Amphetamines	500ng/mL*	250 ng/mL*
Methamphetamines* MDMA (Ecstasy)*		
Cocaine	150 ng/mL*	100 ng/mL*
Marijuana (THC)	50 ng/mL	15 ng/mL
Opiates Codeine/Morphine 6 Acetylmorphine (Heroin)	2000 ng/mL  10 ng/mL*	2000/10ng/mL  10 ng/mL*
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

\*Effective 10/1/10 new DOT cutoffs.

- Methamphetamines, MDMA (Ecstasy), Codeine/Morphine and 6 Acetylmorphine (Heroin) all act as “metabolites” tested under the main substance or class.
- Drug testing cutoff levels are the minimum concentrations of drugs or metabolites that must be present in specimens, before labs will report the drug testing result as positive.

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the County.

### **Medical Review Officer Reporting Options and Employer Actions**

- “Negative” – self explanatory
- “Negative Dilute” – Upon receipt of a “negative dilute,” the employee shall be required to immediately provide another specimen. The collection shall be conducted with the minimum possible advance notice and the employee shall be escorted to the collection facility by the Designated Employer Representative, Supervisor, or other designated person. In the event the second test result is “negative dilute,” no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a “Refusal to Test” under the regulations.
- “Canceled – Split specimen test could not be performed.” This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.
- “Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” No further action required unless a “Negative” test result is required for pre-employment, return to duty, or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.
- “Cancelled Invalid Result.” An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required.” The employer is not required to take any further action unless a “negative result is required (i.e., pre-employment, return to duty, or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.
- “Positive or Positive Dilute” – The employer must comply with the requirements for a positive test under the regulations.
  - Immediately remove employee from safety-sensitive functions; and
  - Referral to a SAP – If the employee is terminated, he/she is to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
  - Return to Duty provisions must be followed.
- “Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.
- “Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

### **MRO Verification Without Notifying the Employee**

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO;
- The DER has successfully made and documented a contact with the employee, and instructed the employee to contact the MRO, and more than 72 hours have passed since the time the DER contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the test.

### **Communication of Results**

The MRO or his/her designated representative will report test results ONLY to the DER authorized by the County to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

### **FAILURE TO COOPERATE**

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver or covered operator who refuses to take a drug or alcohol test to comply with FMCSA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

## DISCIPLINARY ACTION AND PROCEDURES

- 1) An otherwise qualified applicant for a covered driver or covered operator position whose drug test results are negative and who has documented satisfactory participation in a previous employer's drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) A covered driver or covered operator who is in a probationary employee status and violates this drug/alcohol policy will be terminated. (A pre-dismissal hearing will be allowed.) Violations include:
  - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see pages 6 and 7)
  - b. An alcohol test result of 0.02 or greater
  - c. A verified positive drug test result
  - d. Refusal to test or to cooperate
- 3) Any covered driver or covered operator found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
  - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see pages 6 and 7)
  - b. An alcohol test result of 0.04 or greater
  - c. A verified positive drug test result
  - d. Refusal to test or to cooperate
- 4) A covered driver or covered operator determined to have evidence of alcohol in his/her system in the range of 0.02 – 0.039 will be subject to progressive discipline.
  - a. On any occasion in which a covered driver or covered operator has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of at least 24 hours. Employee may deduct this time away from work from any available paid time except sick leave, or choose leave of absence without pay. No further alcohol testing will be required prior to resuming work at the beginning of the next shift following the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 5) Covered drivers and covered operators who have volunteered information concerning drug or alcohol problems and/or voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.

6) **ALCOHOL RESULT OF 0.04 OR ABOVE**

Under the County's independent authority, any covered driver or covered operator who has had a **confirmed alcohol result of 0.04** or above shall be subject to progressive disciplinary procedures. Before returning to duty, they must agree to meet all return to duty requirements of the FMCSA. Additionally, any confirmed alcohol test result of 0.04 or above, a verified positive drug test, or a refusal to test while the employee is undergoing required treatment and/or testing, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)

7) **POSITIVE DRUG TEST**

Under the County's independent authority, any covered driver or covered operator who has had a verified positive drug test shall be subject to progressive disciplinary procedures. Before returning to duty, he/ she must agree to meet all return to duty requirements of the FMCSA. Additionally, any verified positive drug test or confirmed alcohol test result of 0.04 or above or refusal to test while the employee is undergoing required treatment and or testing, subsequent to the employee's return to duty, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)

RETURN TO DUTY PROCEDURES

The following statements reflect the return to duty and follow-up testing requirements of the FMCSA:

- 1) Covered drivers and covered operators who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.
- 2) Covered drivers and covered operators who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers and covered operators may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee.

Under the County's independent authority, covered drivers and covered operators who have had alcohol test results of 0.04 or greater and/or a verified positive drug test and are awaiting recommendation for return to duty shall deduct this time away from work from any available paid time except sick leave (unless provided by law), or choose leave of absence without pay.



## RECORD KEEPING PROCEDURES

DTD's Designated Employer Representative will maintain drug/alcohol testing records in a secure filing system, separate from the County Personnel files, with information available only on a "need to know" basis.

A driver/operator is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the Designated Employer Representative or to the County drug testing management service.

The County shall release information regarding a covered driver or covered operator's records to a subsequent employer upon receipt of a specific written request, by the covered driver/operator, authorizing release of the records to an identified person.

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver or covered operator and arising from an alcohol test and/ or a verified positive drug test or from DTD's determination that the driver engaged in conduct prohibited by FMCSA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, DTD will disclose information regarding post-accident alcohol and/or drug testing.

## Record Retention

The following schedule of record keeping will be maintained by the Designated Employer Representative and his/her authorized agents:

1 Year	Negative drug test results Alcohol test results less than 0.02
2 Years	Records related to the alcohol and drug collection process. These include: Custody control forms. Documents related to random selections Reasonable suspicion determinations. Post accident determinations. Medical evaluations for insufficient amounts of urine and breath.
3 Years	Previous employer records.
5 Years	Alcohol test results of 0.02 or greater. Verified positive test results. Refusals to test. Follow-up tests and follow-up schedules. Employee evaluation and referrals to SAPs. Yearly summaries of tests performed and results. EBT calibration documentation. Annual MIS reports.
Indefinite	Supervisor education and training records are to be saved for an indefinite period plus two years after ceasing to perform functions.

ATTACHMENT A  
**DEFINITION OF TERMS**

For the purposes of this Policy, the following definitions apply.

**Accident:**

***Reportable accident (covered drivers):*** An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.
- d. As described in Attachment B for DTD covered employees.

**Adulterated Specimen:** A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

**Alcohol:** Ethyl alcohol or ethanol.

**Alcohol Screening Device (ASD):** 49 CFR 40.3 – A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

**Breath Alcohol Technician (BAT):** An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

**Breath Alcohol Testing Site:** A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

**CFR:** United States Code of Federal Regulations

**Chain of Custody:** Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS),

Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

**Collection Site:** A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

**Collector:** A person who instructs and assists applicants and employees through the urine specimen collection process.

**Confirmation Test:** A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for DOT mandated drug testing.

**Controlled Substances:** Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

**County:** Clackamas County and/or Department of Transportation and Development

**Covered Driver:** Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with DTD and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

**Designated Employer Representative (DER):** An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.

**Dilute Specimen:** 49 CFR 40.3 – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

**DOT:** United States Department of Transportation

**DTD:** Clackamas County Department of Transportation and Development

**FHWA:** Federal Highway Administration

**FMCSA:** Federal Motor Carrier Safety Administration

**GVWR:** Gross Vehicular Weight Rating; size criterion for determining

classification of a commercial motor vehicle under federal regulations.

**Initial or Screening Test:** An immunoassay screen to eliminate “negative” urine specimens from further consideration.

**Medical Review Officer (MRO):** A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the Designated Employer Representative.

**Negative Drug Test:** A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee’s or applicant’s system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

**On Duty:** Under this policy, a covered driver is “on duty” when he/she is at work and ready to perform safety-sensitive functions, e.g., qualified and available to drive a commercial motor vehicle.

**Positive Drug Test:** A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

**Confirmed Positive Drug Test:** A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory which performs the analyses.

**Verified Positive Drug Test:** A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

**Prohibited Drugs:** Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

**Random Testing:** Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

**Reasonable Suspicion:** Observations of an employee’s condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

**Refusal to Submit:** Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

**Safety Sensitive Functions:** Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**SAMHSA:** Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly National Institute on Drug Abuse (NIDA).

**Screening or Initial Test:** Immunoassay screen to eliminate “negative” urine specimens from further consideration.

**Serious Marine Incident – SMI:** See Attachment C – United States Coast Guard Regulations

**Split Specimen Collection Procedure:** A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

**Split Test:** If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

**Substance Abuse Professional (SAP):** Under DOT regulations, individuals who may serve as substance abuse professionals include:

- licensed physicians (Medical Doctors or Doctors of Osteopathy) or
- licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Designated Employer Representative must inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified Substance Abuse Professionals in the local area.

**Substituted Specimen:** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

ATTACHMENT B

**POST ACCIDENT TESTING**

Under the County's independent authority, any covered driver or covered operator employed by DTD directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating County equipment (resulting in property damage in excess of \$1,500.00) may be required to undergo drug and/or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

Determination of when testing is necessary shall be made by the Designated Employer Representative or his/her designated representative in consultation with DTD management. Drug and Alcohol tests conducted Under the County's independent authority will be processed as non- DOT tests.

**APPENDIX C**

CLACKAMAS COUNTY, OREGON  
PUBLIC EMPLOYEES  
DTD 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, 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 DES.**
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 DES 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

January 21, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the  
AFSCME Water Environment Services (AFSCME-WES)

<b>Purpose/Outcomes</b>	Settlement of labor contract
<b>Dollar Amount and Fiscal Impact</b>	\$435,374
<b>Funding Source</b>	General Fund
<b>Duration</b>	July 1, 2015 – June 30, 2018
<b>Previous Board Action</b>	November 24, 2015 - Executive Session
<b>Strategic Plan Alignment</b>	Build public trust through good government.
<b>Contact Person</b>	Julia Getchell, DES, 503/655-8292
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Department of Employee Services has concluded negotiations with AFSCME Water Environment Services (AFSCME-WES). The Union membership has voted to ratify the contract for fiscal years 2015-16, 2016-17, and 2017-18. The agreement that was ratified by the Union is attached.

The significant wage and contract language changes are outlined below:

**Cost of Living Adjustment (COLA)**

- For fiscal year 2015-16, 2.1% based on CPI-W and effective the first day of the pay period after the ratification date, retroactive to July 1, 2015.
- For fiscal year 2016-17, 2.0-4.5% based on CPI-W effective July 1, 2016.
- For fiscal year 2017-18, 2.0-4.5% based on CPI-W effective July 1, 2017.

**Other Wage Increases**

- Accounting Specialist 1, \$0.36/hour, effective 07/01/2015.
- Accounting Specialist 2, \$0.25/hour, effective 07/01/2015.
- Customer Information Specialist, \$0.36/hour, effective 07/01/2015.
- Financial Analyst, \$0.75/hour, effective 07/01/2015.

**RECOMMENDATION:**

Staff recommends the Board approve the attached contract for AFSCME Water Environment Services (AFSCME-WES) 2015 - 2018.

Respectfully submitted,

Evelyn Minor Lawrence, DES Director

**Table of Contents**

**PREAMBLE ..... 5**

**ARTICLE 1- DEFINITIONS..... 5**

1. CONFIDENTIAL EMPLOYEE.....5

2. EMERGENCY.....5

3. SUPERVISORY EMPLOYEE.....5

4. TEMPORARY EMPLOYEE.....5

5. REGULAR EMPLOYEE.....5

6. REGULAR PART-TIME EMPLOYEE .....6

7. SHOP STEWARDS.....6

8. PROBATIONARY PERIOD FOR INITIAL HIRE.....6

9. PROBATIONARY PERIOD FOLLOWING ACCEPTANCE OF ANOTHER POSITION.....6

**ARTICLE 2 - RECOGNITION ..... 6**

**ARTICLE 3 - PRESERVATION OF PUBLIC RIGHTS..... 6**

1. BULLETIN BOARDS.....7

2. VISITS BY UNION REPRESENTATIVES .....7

3. NEGOTIATING SESSIONS.....8

4. AGREEMENT PUBLICATION COSTS.....8

5. LABOR/MANAGEMENT COMMITTEE .....8

6. ELECTRONIC MAIL.....8

**ARTICLE 5 - UNION SECURITY AND CHECK-OFF ..... 10**

**ARTICLE 6 - PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE  
EQUALITY ..... 11**

**ARTICLE 7 - HOURS OF WORK ..... 12**

1. REGULAR HOURS.....12

2. WORK WEEK .....12

3. WORK DAY AND WORK SCHEDULES.....12

4. FLEXIBLE WORK SCHEDULE .....13

5. REST PERIODS .....13

6. MEAL PERIODS .....13

7. CLEANUP FACILITIES.....13

8. EMERGENCIES.....14

**ARTICLE 8 - HOLIDAYS ..... 14**

1. HOLIDAYS.....14

New employees, who qualify for paid holidays, are eligible for a floating holiday after 90 calendar days  
of employment. ....14

2. HOLIDAY PAY .....14

3. WEEKEND HOLIDAYS.....15

4. HOLIDAY DURING LEAVE .....15

5. HOLIDAY WORK.....15

**ARTICLE 9 - SICK LEAVE ..... 15**

1. ACCRUAL .....15

2. COMPASSIONATE LEAVE.....15

3. IMMEDIATE FAMILY.....16

4. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT.....16

5. REGULAR PART-TIME EMPLOYEES.....16

6.	USE OF SICK LEAVE.....	16
7.	LEAVE DONATION.....	16
<b>ARTICLE 10 - VACATION LEAVE.....</b>		<b>16</b>
1.	ACCRUAL.....	16
2.	ACCRUAL FOR REGULAR PART-TIME EMPLOYEES.....	18
3.	VACATION TIMES.....	18
4.	TERMINATION OR DEATH.....	18
<b>ARTICLE 11 - OTHER LEAVES.....</b>		<b>18</b>
1.	LEAVE OF ABSENCE.....	18
2.	JURY DUTY.....	18
3.	VOTING TIME.....	19
4.	UNION BUSINESS.....	19
5.	PARENTAL LEAVE.....	19
6.	FAMILY MEDICAL LEAVE.....	19
7.	EDUCATIONAL LEAVE.....	19
8.	MILITARY AND OTHER SERVICE LEAVES.....	20
<b>ARTICLE 12 - HEALTH AND WELFARE.....</b>		<b>20</b>
1.	MEDICAL COVERAGE.....	20
2.	FLEXIBLE BENEFITS.....	21
3.	LIFE INSURANCE.....	21
4.	DENTAL INSURANCE.....	21
5.	DISABILITY INCOME INSURANCE.....	21
6.	POSTHUMOUS BENEFITS.....	21
7.	FULL-TIME EMPLOYEES.....	21
8.	BENEFITS FOR REGULAR PART-TIME EMPLOYEES.....	22
9.	BENEFITS WAITING PERIOD.....	22
10.	BENEFITS REVIEW COMMITTEE.....	22
12.	PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER.....	23
<b>ARTICLE 13 - WORKERS' COMPENSATION.....</b>		<b>24</b>
1.	COVERAGE.....	24
2.	COMPENSATION PAYMENT.....	24
3.	EFFECTIVE DATE.....	24
<b>ARTICLE 14 - WAGES.....</b>		<b>25</b>
1.	WAGES AND CLASSIFICATION SCHEDULE.....	25
2.	LONGEVITY PAYMENT.....	27
3.	OUT-OF-CLASS WORK.....	28
4.	PERS/OPSRP PAYMENT.....	28
5.	REGULAR REPORTING TIME.....	29
6.	ELECTRONIC REMOTE OPERATIONS.....	29
7.	CALL-IN TIME.....	29
8.	OVERTIME.....	29
9.	DISTRIBUTION.....	30
10.	COMPENSATORY TIME OFF.....	30
11.	TRAVEL PAY.....	31
12.	PORTAL TO PORTAL PAY.....	32
13.	PAYDAY.....	32
14.	COMPUTATION OF HOURLY RATE.....	32
<b>ARTICLE 15 - PERSONNEL RECORDS AND INFORMATION.....</b>		<b>33</b>

<b>ARTICLE 16 - DISCIPLINE AND DISCHARGE .....</b>	<b>34</b>
1. EMPLOYEES SUBJECT TO DISCIPLINARY ACTION.....	34
2. REPRIMANDS SUBJECT TO APPEAL.....	34
3. MANNER OF REPRIMAND.....	34
4. PREDISMISSAL HEARING.....	34
5. INITIAL PROBATIONARY EMPLOYEES GRIEVANCE.....	34
<b>ARTICLE 17 - LAYOFF .....</b>	<b>35</b>
1. NOTIFICATION.....	35
2. LAYOFF ORDER.....	35
3. BUMPING.....	36
4. RECALL.....	37
5. RECALL TO OTHER CLASSIFICATIONS.....	38
<b>ARTICLE 18 - SETTLEMENT OF DISPUTES.....</b>	<b>38</b>
1. GRIEVANCE AND ARBITRATION PROCEDURE.....	38
2. MEDIATION.....	40
3. CLASS ACTION GRIEVANCE.....	40
4. PROCESSING GRIEVANCES.....	40
<b>ARTICLE 19 - CONTRACT WORK .....</b>	<b>40</b>
<b>ARTICLE 20 - GENERAL PROVISIONS.....</b>	<b>41</b>
1. NO DISCRIMINATION.....	41
2. (Moved to new Union Rights article.) (Moved to new Union Rights article.).....	41
4. RULES.....	41
5. PROTECTIVE CLOTHING.....	41
6. LAUNDERING.....	42
7. POSITION VACANCIES.....	42
<i>If no layoff register exists, the COUNTY shall conduct a recruitment and the COUNTY shall provide a list of names to the Department, with bargaining unit members selectively certified first.8.</i>	
<b>ARTICLE 21 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY.....</b>	<b>44</b>
LICENSE SUSPENSION POLICY.....	44
1. Employees requiring a "Class C" Driver License.....	44
2. Employees requiring a "Commercial Driver License" (CDL).....	45
3. Probationary Employee.....	45
<b>ARTICLE 22 – ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY .....</b>	<b>45</b>
<b>ARTICLE 23 - SAVINGS CLAUSE.....</b>	<b>46</b>
<b>ARTICLE 25 - TERMINATION.....</b>	<b>47</b>
<b>APPENDIX A – COMPENSATION SCHEDULE FOR AFSCME-WES.....</b>	<b>50</b>
<b>APPENDIX B - .....</b>	<b>51</b>
<b>MEMORANDUM OF UNDERSTANDING.....</b>	<b>51</b>
POLICY STATEMENT 1.....	i
PROHIBITIONS 3.....	i
INVESTIGATION OF PREVIOUS TESTING 3.....	i
TYPES OF DRUG AND ALCOHOL TESTING REQUIRED 3.....	i
Pre-employment Testing 3.....	i
Post-Accident Testing 5.....	i

Breath Alcohol Testing	6	i
Communication of Results	8	i
<i>DISCIPLINARY ACTION AND PROCEDURES</i>	8	<i>i</i>
<i>RECORD KEEPING PROCEDURES</i>	10	<i>i</i>
Record Retention Schedule	10	i
<i>APPENDIX A: DEFINITIONS OF TERMS</i>	A1	<i>ii</i>
<i>APPENDIX B: POST ACCIDENT TESTING</i>	B1	<i>ii</i>
<b>ATTACHMENT – Drug &amp; Alcohol Testing Policy</b>		<b>50</b>



**AGREEMENT**

Between

**CLACKAMAS COUNTY, OREGON**

and

**WATER ENVIRONMENT SERVICES EMPLOYEES OF CLACKAMAS COUNTY,  
OREGON**

Affiliated With

CLACKAMAS COUNTY, OREGON, PUBLIC EMPLOYEES'  
LOCAL 350 and Council #75, AFSCME, AFL-CIO

**PREAMBLE**

This agreement is entered into by Clackamas County, Oregon, herein after referred to as the COUNTY, and the Water Environment Services Employees of Clackamas County affiliated with Local 350 and Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION.

The parties agree as follows:

**ARTICLE 1- DEFINITIONS**

**1. CONFIDENTIAL EMPLOYEE**

As defined in Oregon Revised Statute 243.650, Paragraph (6).

**2. EMERGENCY**

An unforeseen or unusual circumstance or a combination of circumstances which, in the opinion of the COUNTY, calls for immediate action.

**3. SUPERVISORY EMPLOYEE**

As defined in Oregon Revised Statute 243.650, Paragraph (14).

**4. TEMPORARY EMPLOYEE**

Any non-regular employee appointed to a position of six (6) months duration or less. These employees are not part of the bargaining unit. At the time of hire of any temporary employee, the COUNTY shall notify the UNION of the temporary employee and his/her beginning and ending dates of employment.

**5. REGULAR EMPLOYEE**

An employee who has successfully completed his/her initial one (1) year probationary period from date of appointment to a regular position.

**6. REGULAR PART-TIME EMPLOYEE**

A regular employee who works less than full time, but works at least 1040 hours per year.

**7. 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.

**8. PROBATIONARY PERIOD FOR INITIAL HIRE**

For new hires the probationary period shall be defined as twelve (12) months from the date of appointment to a regular position.

**9. PROBATIONARY PERIOD FOLLOWING ACCEPTANCE OF ANOTHER POSITION**

For regular status employees who are appointed to another position in the County, the probationary period shall be defined as six (6) months from the date of appointment to the new position.

**ARTICLE 2 - RECOGNITION**

The COUNTY recognizes the UNION as the sole and exclusive bargaining agent for the purposes of negotiation with the COUNTY for all regular and regular part-time employees that are or will come under the jurisdiction of the Water Environment Services, a Department of Clackamas COUNTY, with the exception of confidential or supervisory employees as defined by ORS 243.650 and employees who work less than 1040 hours per year.

**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 except as modified by the specific terms of this agreement.

By way of illustration and not by way of limitation, these rights include:

- A. The determination of the governmental services to be rendered to the citizens of Clackamas County.
- B. The determination of the COUNTY's financial, budgetary and accounting procedures.

- C. 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 or for other legitimate reasons; 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; the right to determine levels of staffing, assign personnel and distribute overtime; the right to make, publish and enforce rules and regulations; and the right to contract or subcontract any work.
- D. The right to declare emergencies and suspend the appropriate provisions of the contract during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- E. The right in times of financial exigency to lay off or reduce the work week with corresponding wage and fringe benefit reduction, or furlough employees without pay after giving the UNION at least thirty (30) calendar days notice of the intended action. In situations due to external circumstances beyond the County's control where the COUNTY has less than thirty days notice, the UNION will be notified as soon as possible after the County receives notice. This language does not apply to normal layoff situations which would be covered under Article 17.

## **ARTICLE 4 – UNION RIGHTS**

### **1. BULLETIN BOARDS**

The COUNTY agrees to furnish and maintain a suitable bulletin board at each staffed location in the Water Environment Services Department. Bulletin boards shall only be used to post information relevant to COUNTY and UNION business. 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 boards shall be the official place for such postings. The "Clackamas County Job Opportunities" email traditionally delivered on Thursdays will serve as a proper means of notice under this article.

However, if notification of a WES job opening is delivered by CCJO or other WES email the job opening will remain open not less than six (6) calendar days from the date of the WES email notice.

### **2. VISITS BY UNION REPRESENTATIVES**

The Employer agrees that representatives of the Union, whether Local Union representatives, Council representatives, or International Union representatives, shall have access to the premises of the Employer to conduct Union business.

### **3. 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 three (3) members selected by the UNION. 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 the session.

### **4. 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.

### **5. 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 adjusting pending grievances, discussing procedures for avoiding grievances, and to promote harmonious labor/management relations.

### **6. ELECTRONIC MAIL**

A. UNION representatives (those persons holding positions as officers within the UNION) may use the COUNTY email system to communicate concerning collective bargaining matters.

B. "Collective bargaining matters" means any of the following:

- 1) official UNION announcements to the UNION 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 18 of this Agreement;
- 4) matters directly related to the collective bargaining relationship between the COUNTY and the UNION.

C. UNION members may use the COUNTY email system to contact UNION 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 the meaning, interpretation, or application of this Agreement;
- 3) to present a grievance regarding the meaning, interpretation or application of this Agreement;

4) to request UNION 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 candidate elections, or otherwise).

### **7. NEW EMPLOYEE ORIENTATION**

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one 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.

### **8. 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.

### **9. UNION STEWARDS TIME**

UNION officials and stewards may investigate and process grievances during working hours within reasonable limits without loss of pay. In addition, Union stewards will be released during their normal working hours, without loss of pay, to prepare for and attend meetings withing the steward's bargaining unit and for the following representational activities: Management scheduled investigatory interviews and pre-disciplinary meetings; New employee orientation; Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings and held during his or her work time; and Labor Management Committees, Safety Committees and other joint labor/management forums.

#### **A. NOTIFICATION**

The Union steward will provide reasonable notice to the supervisor before attending any meeting or hearing during his or her work hours.

## **10. EMPLOYEES TIME**

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

- A. Grievance resolution meetings, grievance meetings, alternative dispute resolution meetings, mediation sessions and arbitration hearings held during his or her work time;
- B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time;
- C. Management scheduled investigatory interviews and/or pre-disciplinary meetings; and
- D. Labor Management Committees when the employee has been selected by the Union to be a member.
- E. Negotiations when the employee has been selected by the Union to be a member of the Union bargaining team.

## **11. LUNCH AND LEARNS**

The Employer will support lunch and learns 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 4 Flexible Work Schedule.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

The COUNTY and the UNION agree to a "Fair Share" agreement for all regular and regular part-time employees described and included in Article 2 of this Agreement.

Inasmuch as it is required that the UNION represent every employee within the bargaining unit, making each employee thus a recipient of the UNION's services, it is mutually agreed and recognized by the parties that each employee who is a member of the bargaining unit set forth in Article 2 to which the UNION serves as the bargaining agent, but who is not a member and chooses to remain not a member of the UNION, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the UNION, which amount shall be deducted monthly from each UNION member's and each non-UNION member's compensation and remitted monthly to the Treasurer of the UNION.

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.

A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting UNION

membership dues deduction. It is understood that the like amount in lieu of dues shall only be used as directed by the constitution and bylaws of the UNION and by the majority vote of the membership. Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues or a like amount in lieu of dues deduction.

Any individual employee objecting on bona fide religious tenets or teachings of a church or religious body of which such employee is a member will inform, in writing, the COUNTY and the UNION of his/her objection. The employee will meet with representatives of the UNION and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular UNION membership dues to a non-religious charity.

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 and become subject to the fair share agreement. The five day window period shall commence on the anniversary date of the signing of the contract.

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.  
(Moved to new Union Rights article.)

## **ARTICLE 6 - 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 employees 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 social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75

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**

### **1. REGULAR HOURS**

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

### **2. WORK WEEK**

The work week shall be set by the COUNTY, but in no event would the regularly scheduled work week exceed forty (40) hours. The COUNTY will not set work weeks so that employees will have less than two (2) consecutive days off. It is mutually agreed that whenever possible, consistent with the needs of the COUNTY, the COUNTY will consider the requests of the UNION to change or modify existing work schedules.

### **3. WORK DAY AND WORK SCHEDULES**

All employees shall be scheduled to work on a regular work shift, and each work shift shall have regular starting and quitting times except as modified by an approved flexible schedule (see #4 of this article). Work schedules showing the employees' shifts, work days, and hours shall be posted on all department bulletin boards at all times. Changes of work schedules, shift or station assignments shall be posted 14 calendar days prior to change. A Union representative, or designee, and supervisor may agree to waive the posting requirement.

Employees that transition onto a new schedule or shift and who do not receive two (2) consecutive days off will be compensated at the overtime rate for hours worked on the first scheduled work day of the new schedule or shift.

The County and the union recognize that in order to adequately serve the public, the employee and supervisor may mutually agree to a schedule other than the standard County 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 in fifteen minute increments beginning on the hour; and the schedule does not establish a work week in excess of 40 hours, except as referenced below, and the schedule shall 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 this article, section 2.

A. Work Day and Work Week. Within the parameters outlined above, the work week and the work day may be defined by mutual agreement between the employee and supervisor. Examples are, but are not limited to:

- 1) Five (5) consecutive days of eight (8) hours each;



- 2) Four (4) consecutive days of ten (10) hours each (40 hour work week);
- 3) Five (5) nine hour days one week, followed by three (3) nine hour days and one (1) eight hour day the next week (a "9-80");

Overtime shall be paid in accordance with Article 14(8). Holidays shall be paid in accordance with Article 8(2) and Bereavement Leave shall be paid in accordance with Article 9(2).

#### **4. FLEXIBLE WORK SCHEDULE**

Employees may request Flexible scheduling for personal reasons which permits infrequent modification of hours of work on a case-by-case basis. The purpose of this flexibility is to allow employees, with approval from management, the ability to adjust the hours of a work shift. Utilization of Flexible Scheduling must meet the following criteria:

- a. Employee requests for Flexible Scheduling must be submitted at least twenty-four (24) hours in advance and in writing, unless the COUNTY waives said requirement(s).
- b. Adjustments to hours of work must:
  - Be mutually beneficial to employees and the COUNTY
  - Not negatively affect other employees
  - Not impede customer service or normal work process
  - Not generate additional labor costs or overtime
  - Occur during the same work week

#### **5. 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.

#### **6. MEAL PERIODS**

All 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 his/her regular quitting time, one-half (1/2) hour off for his/her meal on employee time.

#### **7. CLEANUP FACILITIES**

The COUNTY shall provide the required cleanup facilities for the employees' cleanup.

Employees who wear COUNTY-provided protective clothing shall be given the last ten (10) minutes of their shift to change their clothes. Employees who have been in direct,

substantial contact with sewage must change clothes and shower as soon as reasonably possible

## **8. EMERGENCIES**

This Article may be deviated from during times of emergency.

# **ARTICLE 8 - HOLIDAYS**

## **1. HOLIDAYS**

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

- New Year's Day (January 1)
- 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 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)
- Every day appointed by the Board of County Commissioners as a paid holiday.
- Floating holiday - one (1) ten (10) hour work day off per calendar year with pay. The Floating Holiday shall be credited to each employee on January 1. Floating holidays may be used as one entire day off, or may be used incrementally in hour units. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be.

New employees, who qualify for paid holidays, are eligible for a floating holiday after 90 calendar days of employment.

## **2. HOLIDAY PAY**

Eligible employees shall receive pay for each of the holidays listed above on which they perform no work as follows:

- 1) If on a five (5) day eight (8) hour work week schedule, eight (8) hours;
- 2) If on a four (4) day ten (10) hour work week schedule, ten (10) hours;
- 3) If on an eighty (80) hours in nine work day schedule, nine (9) hours;

### **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. Whenever a holiday shall fall on the middle day of three consecutive days off, the employee may request to observe the holiday on either the last work day preceding the holiday or the next regularly scheduled work day, consistent with the needs of the COUNTY.

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 as a holiday.

### **4. HOLIDAY DURING LEAVE**

Should an employee be on authorized paid 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, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1-1/2) his/her regular rate of pay. When computing overtime, all paid leave shall be considered as time worked.

## **ARTICLE 9 - SICK LEAVE**

### **1. ACCRUAL**

Paid sick leave shall accrue at the rate of eight (8) hours of leave for each full calendar month of service to be used in the event of his/her illness or illness of a member of his/her immediate family. Sick leave shall be accrued without limit. Seasonal, temporary and part-time exempt employees shall not accrue sick leave. Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month. Sick leave shall accrue on the first work day of the month for each preceding calendar month worked. Appropriate documentation of illness may be required as deemed necessary by management. If the employee is under a doctor's care, a doctor's certificate shall be considered appropriate documentation.

### **2. COMPASSIONATE LEAVE**

In addition to regular sick leave, an employee shall be granted not more than three (3) days leave in event of death in the immediate family of the employee, as approved by the Department Director or designee, to make household adjustments or to attend funeral services. Eligible employees may take up to two (2) weeks of leave for the death of a family member as defined by Oregon Family Leave Act (OFLA).

Consistent with the needs of the COUNTY, 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.

**3. IMMEDIATE FAMILY**

An employee's immediate family shall be defined as spouse, domestic partners (as defined by the Benefits 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 upon request.

**4. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT**

Pursuant to ORS 237.153, the COUNTY shall report all allowable sick leave hours to PERS upon an employee's separation from COUNTY employment.

**5. REGULAR PART-TIME EMPLOYEES**

Regular Part-Time Employees shall be granted sick leave on a pro rata basis using a 2080 hour base.

**6. USE OF SICK LEAVE**

Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of illness, off the job injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated, or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or death in their immediate family requiring the presence of the employee, for such period as the employee has sick leave credit provided the employee calls in at the beginning of his/her work shift no later than fifteen (15) minutes prior to the start of the work shift or at the earliest possible time.

**7. LEAVE DONATION**

Leave Donation will be granted in accordance with Employment Policy and Practice #46, dated October 1, 1998.

**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 full calendar month worked in accordance with the following schedule. Employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month. It is recognized that in all cases service shall be interpreted to mean continuous County service, including rights set forth in ORS Chapter 236.

A. Basic Vacation Plan

Employees hired prior to January 1, 2002 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 (5) years of service: 104.4 hours per year accrued at the rate of 8.7 hours per month. Vacation leave not to accumulate beyond 218 hours.
- 3) Five (5) to ten (10) years, but less than ten (10) years of service: 128.4 hours per year, accrued at the rate of 10.7 hours per month. Vacation leave not to accumulate beyond 218 hours.
- 4) Ten (10) to fifteen (15) years, but less than fifteen (15) years of service: 152.4 hours per year, accrued at the rate of 12.7 hours per month. Vacation leave not to accumulate beyond 258 hours.
- 5) Fifteen (15) to twenty (20) years, but less than twenty (20) years of service: 176.4 hours per year, accrued at the rate of 14.7 hours per month. Vacation leave not to accumulate beyond 258 hours.
- 6) After twenty (20) years of service: 200.4 hours per year, accrued at the rate of 16.7 hours per month. Vacation leave not to accumulate beyond 258 hours.

Vacation accruals may be accumulated beyond these limits during the yearly cycle of January 1<sup>st</sup> through December 31<sup>st</sup>, but will be reduced to the hours limit at the end of the business day on December 31<sup>st</sup>.

#### B. Vacation Sell-Back Plan

Employees hired after January 1, 2001 participate in the Vacation Sell-Back plan and shall accrue vacation in the following manner:

1. Employees having served in the County service for one (1) full calendar month in a paid status for 88 hours (prorated 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. Vacation leave not to accumulate beyond 250 hours. Vacation accruals may be accumulated beyond 250 hours during the yearly cycle of January 1<sup>st</sup> through December 31<sup>st</sup>, but will be reduced to 250 hours at the end of the business day on December 31<sup>st</sup>
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 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.

- C. Some employees hired prior to January 1, 2001 have made a one-time election to enroll in the Vacation Sell Back Plan by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in the Vacation Sell Back Plan, an employee may not enroll in the Basic Vacation Plan.

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

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

## **3. VACATION TIMES**

Employees shall be permitted to choose either a split or entire vacation. Employees may utilize vacation in 15 minute increments. Whenever possible, consistent with the needs of the COUNTY and requirements for vacation relief, employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of classification seniority; however, each employee will be permitted to exercise his/her right of classification 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.

## **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 his/her heirs, whichever the case may be.

# **ARTICLE 11 - OTHER LEAVES**

## **1. LEAVE OF ABSENCE**

Leaves of absence without pay for a limited period, not to exceed ninety (90) days, shall 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. No leave will be granted to an employee to accept employment in any other capacity. Notice of the day or days selected shall be given to the COUNTY at least seven (7) days in advance, unless the COUNTY waives said requirement. A leave of absence in excess of ninety (90) days must be approved by the Board of County Commissioners.

## **2. JURY DUTY**

When an employee is called for jury duty or is subpoenaed as a witness in any litigation or administrative hearing process involving the COUNTY, 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 his/her 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 72 hours after the hearing or jury duty date. All money received as witness or jury fees 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 report to work all hours of his/her normal work shift that his/her presence is not required as a juror or witness. If an employee is subpoenaed as a witness in any litigation or administrative hearing process not involving the COUNTY, the employee shall submit proof to the COUNTY of such requirement and shall take vacation leave; or if vacation is exhausted, leave without pay.

### **3. VOTING TIME**

Employees who are registered electors shall be granted two (2) hours on employee time to vote on any election day if, due to shift scheduling, they would not be able to vote.

### **4. UNION BUSINESS**

Not more than one (1) employee at any one time, elected to any UNION office or selected by the UNION to do work which takes them from their employment with the COUNTY may, at the written request of the UNION, be recommended by the Board of County Commissioners for a leave of absence exceeding thirty (30) days. Members of the UNION selected by the UNION to participate in any other UNION activity may be granted a leave of absence at the request of the UNION. Any employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned his/her position with the COUNTY, and his/her position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of his/her leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that he/she is unable to return to work by reason of sickness or physical disability.

### **5. PARENTAL LEAVE**

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

### **6. FAMILY MEDICAL LEAVE**

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

### **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 his/her employment and is consistent with the needs of the COUNTY. The period of such leave of absence shall not exceed twelve (12) 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 Water Environment Services Department is entitled, upon application therefore, to a leave of absence from their duties for a period not exceeding 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 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.

### **ARTICLE 12 - HEALTH AND WELFARE**

#### **1. MEDICAL COVERAGE**

The COUNTY agrees to contribute toward the monthly composite premium for each medical plan for fulltime 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 medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10.

Effective July 1, 2015, the COUNTY agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1306.25.

Effective January 1, 2016, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1371.56.

Effective January 1, 2017, 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 2016 County contribution rate.

Effective January 1, 2018, 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 2017 County contribution rate.



The COUNTY agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the COUNTY. For the remainder of the year 2015, the cash back will be \$152.00, and will increase by 5% on January 1, to \$160.00, and by 5% on January 1, 2017 and January 1, 2018.

## **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 30 hours or more per week.

## **3. LIFE INSURANCE**

The COUNTY agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 10.

## **4. DENTAL INSURANCE**

The COUNTY agrees to provide dental insurance to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Paragraph 9. The COUNTY agrees to contribute monthly an amount equal to 100% of the composite premium for employee and family dental coverage to continue during the life of the contract. When allowed under federal and state law, employees may choose to opt out of dental coverage or opt down to a less expensive plan and receive cash back for the difference (less applicable payroll taxes and PERS/OPSRP contributions). The design of the dental plan(s) and the eligibility of family members shall be the authority of the Benefits Review Committee as described in Section 10.

## **5. DISABILITY INCOME INSURANCE**

The COUNTY 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 Paragraph 9. The design of the disability plan shall be determined by the Benefits Review Committee as described in Paragraph 10.

The COUNTY agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of 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 Hospital/Medical/Surgical and Dental Insurance Benefits for surviving eligible dependents 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 EMPLOYEES**

Regular part-time employees working at least twenty (20) hours per week shall be entitled to COUNTY-paid medical insurance as described in Paragraph 1 and shall be entitled to purchase dental insurance as described in Paragraph 4.

**9. BENEFITS 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.

**10. BENEFITS REVIEW COMMITTEE**

A Labor-Management Benefits Review Committee shall be formed and 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 benefits program at a reasonable cost.

The Committee shall be comprised of members from management and from COUNTY bargaining units. Each bargaining unit adopting the provisions of this 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 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. Health Reimbursement Account (HRA)**

The County shall provide each employee covered by this agreement the opportunity to enroll in an HRA/VEBA account.

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 February or sooner if administratively practicable.

Participating employees shall have all vacation hours over the annual cap of 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 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.

**12. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER**

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

**13. 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 pre-tax wages, 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. Employees will be presented with a form allowing them to opt out and details of their investment options at their initial County Benefits orientation.

## **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 disability status.

### **2. COMPENSATION PAYMENT**

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.

Compensation under this Article shall be subject to the following conditions:

- a) The day of injury shall be considered a workday, and the employee will receive his/her 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, he/she will continue to receive all other COUNTY health and welfare benefits he/she was enrolled in at the time of the injury unless prohibited by law, rule, regulation or provider contract.

### **3. EFFECTIVE DATE**

This Article shall become effective July 1, 1983, for all employees currently receiving or hereafter entitled to Workers' Compensation Benefits where the claim has been accepted.

## **ARTICLE 14 - WAGES**

### **1. WAGES AND CLASSIFICATION SCHEDULE**

After ratification by both parties, employees shall receive a 2.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification.

Effective July 1, 2016, employees shall be compensated for the fiscal year 2016-2017 with a minimum increase 2% and a maximum of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

Effective July 1, 2017, employees shall be compensated for the fiscal year 2017-2018 with a minimum increase of 2.0% and a maximum of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: Urban Wage Earner and Clerical Workers, Portland-Salem, OR-WA. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

Effective July 1, 2015 the Accounting Specialist I classification will be adjusted upwards at the minimum and maximum salary rates by \$0.36 per hour. Effective July 1, 2015 the wage rate for each employee in the Accounting Specialist I classification will be increased by \$0.36 per hour. In lieu of retroactive pay increases, employees in the Accounting Specialist I classification shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification by both parties.

Effective July 1, 2015 the Accounting Specialist II classification will be adjusted upwards at the minimum and maximum salary rates by \$0.25 per hour. Effective July 1, 2015 the wage rate for each employee in the Accounting Specialist II classification will be increased by \$0.25 per hour. In lieu of retroactive pay increases, employees in the Accounting Specialist II classification shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification by both parties.

Effective July 1, 2015 the Customer Information Specialist classification will be adjusted upwards at the minimum and maximum salary rates by \$0.36 per hour. Effective July 1, 2015 the wage rate for each employee in the Customer Information Specialist classification will be increased by \$0.36 per hour. In lieu of retroactive pay increases,

employees in the Customer Information Specialist classification shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification by both parties.

Effective July 1, 2015 the Financial Analyst classification will be adjusted upwards at the minimum and maximum salary rates by \$0.75 per hour. Effective July 1, 2015 the wage rate for each employee in the Financial Analyst classification will be increased by \$0.75 per hour. In lieu of retroactive pay increases, employees in the Financial Analyst classification shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from July 1, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of ratification by both parties.

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

When any classification not listed on the pay plan is established, the COUNTY shall designate a salary grade for the position. In the event that the UNION disagrees with the salary grade, the UNION and COUNTY shall open negotiations to establish a salary grade for the classification.

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. The move from steps to ranges is not intended to change the requirements or process from how employees currently receive their annual salary increase.

Increases in wages within the salary grade as posted on the COUNTY Internet shall be based on the performance of the employee in meeting the standards established for the employee's job classification. Standards shall be jointly reviewed at the beginning of the performance period by the employee and manager. They shall be objective, quantifiable, and shall measure performance of the essential job functions.

Prior to July 1, 2013, evaluation of an employee's performance for consideration of an increase within the salary range will occur at intervals of not greater than one year, except after the initial appointment or promotion, where it will occur after six (6) full months.

After July 1, 2013, evaluation of an employee's performance for consideration of an increase of 3.5% within the salary grade will occur at intervals of not greater than one year, except after the initial appointment or promotion, where it will occur after six (6) full months.

If performance does not meet standards, the manager will immediately establish a ninety (90) calendar day performance improvement plan for the employee which is intended to

bring the employee's performance into compliance with performance expectations. At the end of the ninety (90) calendar day period, or earlier by mutual agreement, the employee's performance will again be reviewed. If performance meets standards, the employee will be granted the increase, effective the date of the most recent review. If the employee receives an increase resulting from the first ninety (90) calendar day review, the employee's anniversary date will remain unchanged. If an increase is not achieved until a later date, the employee's anniversary date will change to the date of the increase.

**2. LONGEVITY PAYMENT**

Employees will be eligible for longevity pay as a percent of gross salary for years of COUNTY service in the following amounts. Employees hired prior to July 1, 1994, will be eligible based upon total years of COUNTY service. Employees hired or rehired after July 1, 1994, will be eligible based upon years of service unbroken by separation from COUNTY employment.

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**

Out-of-class pay shall be granted an employee if the employee performs any work for more than four (4) hours in any shift in a classification above that in which the employee is normally classified. The supervisor will prepare a memorandum stating the need for the out-of-class work and why he/she considers the employee qualified to perform such higher class work and receive authorization from the Director of WES or his/her designee, except for training purposes.

When an employee is assigned by his/her supervisor to perform the duties of a higher paid classification, the employee shall receive an increase to the minimum of the salary range of the higher classification or receive an additional 5% of the base salary added to the employee's regular salary, whichever is higher. If an employee is assigned full time out-of-class work for a continuous period of longer than six (6) months, the employee will receive performance reviews and be eligible for step increases in accordance with Section 1.

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

No out-of-class pay will be allowed unless the employee has previously been qualified by the COUNTY and has been authorized to perform such out-of-class work by his/her immediate supervisor.

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

Out-of-class 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 him/herself to be working at a higher classified level, which situation is to be addressed through the normal classification procedures provided by the Clackamas County Personnel Ordinance.

### **4. PERS/OPSRP PAYMENT**

The COUNTY agrees to pay the 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/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. REGULAR REPORTING TIME**

When employees report for their regularly scheduled shift, work will be provided.

**6. ELECTRONIC REMOTE OPERATIONS**

An Electronic Remote Operation shall be defined as any authorized work where the employee does not physically report to a work location but performs a work function through electronic access.

An employee who is called to work outside of his/her regular scheduled shift and volunteers to respond by means of an Electronic Remote Operation shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2) the employee's regular hourly rate of pay but, compensation shall not be paid twice for the same hours. If the work function necessitates that the employee physically report to a work location, the time paid under Electronic Remote Operations response will be rolled into the Call-In Time provided in Article 14 subsection 7 of the current collective bargaining agreement but, compensation shall not be paid twice for the same hours.

Any dispute which may arise between the parties involving the application, meaning or interpretation of this memorandum shall first be brought to the Labor Management Partnership Committee for resolution. If the Labor Management Partnership Committee is unable to resolve the dispute the parties agree to follow Article 18 of the current collective bargaining agreement. The time lines for step one of Article 18 shall begin when the Labor Management Partnership Committee reaches impasse.

**7. CALL-IN TIME**

Any employee called to report to work outside of his/her 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 but compensation shall not be paid twice for the same hours.

**8. OVERTIME**

Time and one-half (1-1/2) 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:

1. All authorized work performed in excess of:
  - a. Eight (8) hours in a day or forty (40) hours in a regularly scheduled work week for employees on a eight hour five day work week; or
  - b. Ten (10) hours in a day or forty (40) hours in a regularly scheduled work week for employees on a ten hour four day work week; or
  - c. Nine (9) hours in a day or eighty (80) hours in a pay period for employees on a regular 9/80 schedule.
  
2. All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in half (1/2) hour units as outlined below:

- a. 0-14 minutes paid @ time and one-half (1 ½) for actual time worked;
- b. 15 – 30 minutes paid for ½ hour @ time-and-one-half (1 ½); and
- c. 31+ paid @ time and one-half (1 ½) for actual time worked.

3. Part-Time Employees:

- a. Employees who work a part-time schedule shall not be required to work hours beyond their regular part-time schedule;
- b. If a part-time employee requests to work beyond their regular schedule, they shall be paid straight time for work until they reach the daily standard schedule for the work group;
- c. If required by management to work hours beyond their regular part-time schedule they shall be paid time and one-half (1 ½) for time in excess of that schedule as outlined in (2) above.

4. All paid leave shall be considered time worked for purposes of calculating overtime.

**9. DISTRIBUTION**

Overtime work shall be distributed equally as is reasonable among employees with comparable skills within the same job classification at each permanent reporting place 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 at each permanent reporting place. 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.

**10. COMPENSATORY TIME OFF**

Compensatory time off is equal to one and one-half (1-1/2) hours off for each hour of overtime worked in lieu of overtime pay, consistent with conditions contained within this section.

A. Accrual

1. If the overtime is voluntary, the employee shall only be entitled to receive overtime pay. For purposes of this section, voluntary is defined as work that the employee has the right to decline.
2. If the overtime is mandatory, the employee shall have the right to either overtime pay or compensatory time. For purposes of this section mandatory is defined as work that the County determines must be done regardless of how it is assigned.

#### B. Use

Employees shall have the right to determine compensatory time off consistent with the needs of the County and such use shall not be denied in a manner that is arbitrary or capricious. Compensatory time may not be used under the following conditions:

1. In conjunction with use of vacation leave;
2. If it creates the need for overtime or temporary out of class within the department;
3. If the employee fails to request use of compensatory time at least twenty-four (24) hours in advance;
4. If staffing levels or needs do not permit

The supervisor shall have the discretion to waive any of the above conditions..

Compensatory time shall be earned and then used within the following time frames. Compensatory time unused by these dates will be paid on the paycheck that includes earnings for each end date:

1. July 1 through October 31;
2. November 1 through February 28;
3. March 1 (or February 29 in a leap year) through June 30.

In the event the employee leaves COUNTY employment for any reason, accrued compensatory time shall be reimbursed in cash to the employee at his/her current straight time rate of pay.

#### **11. TRAVEL PAY**

Whenever an employee is required to report for work at any location more than 15 miles from his/her established place of reporting, he/she shall be paid at the current County Travel Policy rate per mile from the established reporting place for the use of his/her personal transportation to and from the temporary new location.

**12. PORTAL TO PORTAL PAY**

Employees shall report to their permanent 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.

An exception may be made to this section for an employee who voluntarily requests to begin and/or end his/her shift at a place other than his/her permanent place of reporting. Employees who request to make exception to this section shall not travel on their own time and shall be paid at the current County Travel Policy rate per mile from the established reporting place for the use of his/her personal transportation.

**13. PAYDAY**

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

In the event an administrative error is made by management which results in a shortage of at least \$25 net pay, the COUNTY shall, at the request of the employee, issue a check for the difference within three (3) working days of the employee's notice to the COUNTY.

**14. COMPUTATION OF HOURLY RATE**

Hourly rates are listed in appendix "A" and "B" of this contract and/or posted on the COUNTY Internet as Pay Plans.

**15. RECLASSIFICATION/PCQ REVIEW**

If the 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 one year from the effective date of the reclassification.

If the 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 one year from the effective date of the reclassification. The employee may be eligible for up to six months 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 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 Employee Services may authorize retroactive TOC pay which exceeds 6 months and is not limited to the current fiscal year. Such decision shall not be subject to the grievance and arbitration process.

## **ARTICLE 15 - PERSONNEL RECORDS AND INFORMATION**

The parties agree as follows in regard to personnel records and information.

- a) For the purpose of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Department of Employee Services and/or by the employee's department or division.
- b) Employee personnel files are protected from access by persons other than those authorized by: (1) the employee, or (2) the custodian of the file.
- c) An employee or his/her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his/her authorized representative shall be given a copy of any materials in his/her departmental personnel file.
- d) An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
- e) The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into his/her personnel file.
- f) Any document 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 is evidence in the file of repeat occurrences. If evidence of a repeat occurrence is found in the file, all related documents will be retained and removed three (3) years from the date the last incident occurred. Other material will be retained as per OAR 166-40-080. No document 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. If an employee refuses to sign, it shall be so noted by the supervisor, and if the employee so requests, a copy of the document shall be sent to the UNION.
- g) The COUNTY will make a good faith effort to remove a document from an employee's file on the date its minimum retention span expires. Any expired document found in a file will be removed by the COUNTY upon notification of its

presence. Documents shall be removed prior to the expiration of the retention period stated above, if such removal is agreed to by the COUNTY and the UNION as part of the settlement of a grievance, or if removal is ordered by a grievance arbitrator appointed under this agreement, ordered by the Employment Relations Board, or ordered by a court.

## **ARTICLE 16 - 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, suspension, discharge, or demotion; 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.

### **2. REPRIMANDS SUBJECT TO APPEAL**

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. The UNION shall submit such grievance at Step I of the Grievance Procedure not 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 suspended for five (5) days with pay 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 predissmissal 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 predissmissal 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 predissmissal hearing.

### **5. INITIAL PROBATIONARY EMPLOYEES GRIEVANCE**

A probationary employee who has not completed their initial twelve month probationary period with the County 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.

## **ARTICLE 17 - 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 positions/classifications based on seniority and salary range to which the employee may be qualified to bump.

Employees who wish to participate in the bumping process must notify the Department of Employee Services in writing by 6:00 p.m. of the fifth working day after receiving their notice. At this time, the employee will also identify in writing those available positions/classifications the employee wishes to bump into and a list of his/her experiences, qualifications, skills and abilities relevant to the identified positions/classifications.

### **2. LAYOFF ORDER**

Within a classification and department, temporary, initial probationary and other employees who do not have regular status will be laid off before employees with regular status. A layoff order shall be established within the bargaining unit on the basis of seniority. 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/recall rights. No temporary employees will be hired to fill laid off bargaining unit positions.

An employee who has not completed a probationary period following promotion or reclassification as a result of department reorganization, is subject to the layoff rules at the previously held position.

For employees hired prior to July 1, 1994, seniority will be based upon total years of COUNTY service. For employees hired, rehired, or transferring into the WES Department, on or after July 1, 1994, seniority will be based upon years of continuous service within the COUNTY. If it is found that two (2) or more persons within the same classification have equal seniority, seniority for these individuals shall be determined by the date the employees were appointed by the department. If a tie still exists, the tie shall be broken by drawing lots. In computing seniority, the following factors will be taken into account:

- a. Part-time work and job share in a regular status position will count on an accumulative prorated basis of full-time employee (FTE) status.
- b. Time spent on all authorized leaves, including leave without pay, will count.
- c. Time spent in unclassified appointment status will not count.

- d. Initial time spent in temporary or provisional status in the same classification will not count.
- e. Time spent on layoff will not count; however, employees recalled from layoff within two (2) years shall regain previously accrued seniority.
- f. Time spent in previous government service will count if the employee transferred in accordance with ORS 236.610 through 236.650.

Seniority shall be forfeited by discharge for cause, voluntary termination exceeding ninety (90) days or involuntary termination due to expiration of a layoff register.

The COUNTY 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.

### **3. BUMPING**

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the following rights:

- a) Accept the layoff, be placed on the recall register for his/her classification and proceed through the recall procedures as outlined in section 5, or
- b) Exercise bumping rights by moving to a vacancy or by displacing an employee with least seniority in the same or lower salary range in the department, provided that the bumping employee is qualified to do the work. Employee will be placed on the recall register for his/her classification.

The qualifications of an employee to bump shall depend upon that employee's 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) working days. The County will provide the employee with reasonable orientation and guidance for the position.

Between the tenth (10<sup>th</sup>) and twentieth (20<sup>th</sup>) day of this period, the COUNTY will provide the employee with a written statement assessing their performance. On the thirtieth (30<sup>th</sup>) day of this period, if the employee is not performing satisfactorily, the employee will be given a minimum of ten (10) working days notice of intent to terminate the employee. Any such terminated employee will retain all layoff rights related to the classification from which he/she was originally laid off.

For bumping purposes, seniority will be defined as length of continuous service within the COUNTY. However, for employees hired prior to July 1, 1994, seniority will be based upon total years of COUNTY service. For employees hired, rehired, or



transferring into the WES Department, on or after July 1, 1994, seniority will be based upon years of continuous service within the COUNTY.

Employees cannot bump to a classification with a higher salary range. This is a promotion and shall be accomplished only by normal appointment procedure.

No employee shall have any bumping rights over another employee working under regular appointment in another department.

An employee who displaces an employee in a different classification will be placed on the layoff register for the classification previously held. If an employee displaces another employee in a classification with a lower salary range the employee will be paid at the step in the lower salary range which most approximates their current pay rate. However, no bumping employee shall be paid at a rate that exceeds the maximum step 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.

Those employees who are left with no position to bump into as provided above, shall be laid off from employment and shall be eligible for recall per Section 4.

#### **4. RECALL**

Employees are eligible for recall for a period of three (3) years from the date of layoff. Employees on layoff must keep the COUNTY informed of their current address and telephone number during the period of layoff.

Recall shall be on the basis of seniority, with senior employees being called before junior employees, and any new hires or transfers, The qualifications of an employee shall depend upon that employee's demonstrating current possession of the required certifications, knowledge and skill to meet the minimum qualifications of the position.

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.

All temporary work within the department shall first be offered in order of seniority to qualified bargaining unit members on any layoff register. Filling a temporary position will not constitute recall from layoff.

Upon recall to a position in the classification held at time of layoff, the employee will return to the same pay range and step, subject to any cost-of-living adjustments or salary range changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, after working the remainder of the merit evaluation period that existed prior to layoff. The employee's merit anniversary date will be adjusted to one (1) year following the date of merit increase eligibility.

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

Employees on layoff status, applying for a bargaining unit position, shall be afforded all rights in Article 20 section 7 paragraph c.

#### **5. RECALL TO OTHER CLASSIFICATIONS**

A regular status employee will be placed on the layoff register for recall to the classification held at the time of layoff. The employee may also request placement on additional layoff register(s) for recall to a position at the same or lower salary range without loss of seniority. Length of time on the layoff register is for a period of two (2) years. All requests must be made in writing to the Director of Water Environment Services within thirty (30) days of the date the employee is laid off. The Director's decision shall be based on job related reasons and is final unless decision is shown to be arbitrary or capricious.

If recalled to a position in a previously held classification, the employee will return to the same pay range and step, subject to any cost-of-living adjustments or salary range changes. The employee will serve no probationary period and will be eligible for a merit increase, if applicable, after working the remainder of the merit evaluation period that existed prior to layoff. 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 classification not held at time of layoff, the employee will be placed in the step in the new salary range which most closely approximates his/her pay rate at the time of layoff, subject to any cost-of-living adjustments or salary range changes. Such employee 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 step of the classification's salary range.

### **ARTICLE 18 - SETTLEMENT OF DISPUTES**

#### **1. GRIEVANCE AND ARBITRATION PROCEDURE**

To promote better employer-employee relationships, all parties pledge their immediate cooperation to settle any grievances or complaints that might arise out of the application of this Agreement. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or Union will attempt to resolve the issue informally. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

**STEP I.** A UNION representative, with or without the employee, may take up the alleged violation or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence; if at that time the representative is unaware of the alleged violation or dispute, s/he may take it up within ten (10) working days of the date upon which s/he knew or should have known of its occurrence.

The immediate supervisor, the Union Representative, and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the immediate supervisor shall respond to the Union representative in writing within ten (10) working days.

**STEP II.** If the alleged violation or dispute remains unresolved a grievance may be alter filed by the Union representative or the Union Grievance Committee to the manager within ten (10) working days after the immediate supervisor's response is due. The manager, union Representative, and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the manager shall respond to the Union representative or the Union Grievance Committee in writing within ten (10) working days.

Under no circumstances may the grievance or dispute be taken up more than one hundred twenty (120) calendar days after its actual date of occurrence.

**STEP III.** If the grievance remains unresolved, it may be filed by the UNION representative or the UNION Grievance Committee to the Department Director within ten (10) working days after the immediate supervisor's response is due. The Department Director, the Union Representative, and the employee at his/her option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Department Director shall respond to the UNION representative or the UNION Grievance Committee in writing within ten (10) working days.

**STEP IV.** If the grievance still remains unresolved , it may be presented by the UNION representative or the UNION Grievance Committee to the Board of County Commissioners or to its designee(s) within ten (10) working days after the response of the Department Director is due. 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 their designee shall respond in writing within ten (10) working days.

**STEP V Arbitration.** If the grievance is still unsettled, the Union, within ten (10) working days after the reply of the Board of County Commissioners is due, by written notice may, request 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 offices 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 power relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in doing so he/she shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him/her shall be borne by the party against whom the arbitrator's decision is adverse.

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: 1.) select an arbitrator 2.) request a date for the arbitration hearing. If these actions are not taken, the grievance is considered closed without prejudice to the issues presented by the grievance.

## **2. MEDIATION**

By mutual agreement between the UNION and the COUNTY, any grievance filed under the terms of this article may be referred to mediation at any time during the grievance process. The UNION and COUNTY agree to equally split the cost of such mediation

## **3. 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

## **4. PROCESSING GRIEVANCES**

UNION officials and stewards may investigate and process grievances during working hours within reasonable limits without loss of pay.

# **ARTICLE 19 - CONTRACT WORK**

At least 90 calendar days notice will be given to the UNION before the COUNTY may contract out or subcontract any public work now performed by employees covered by this Agreement. The COUNTY will attempt to place any employees laid off as a result of such action in a position for which the employee is deemed qualified should a vacancy exist at the time of the layoff.

After notification of a proposal for contracting out of an entire functional division of WES, at least 90 calendar days notice will be given to the UNION before the COUNTY may contract or sub-contract out any work now performed by employees covered by this agreement.

The COUNTY will supply all comparative analysis data used in the decision process to the UNION. Contracting out must show substantial savings with no loss of service. All safety regulations now in place will be adhered to. The contractor must supply equipment and related supplies. If the UNION can show a competitive counter proposal, the COUNTY will drop the contracting out proposal.

## **ARTICLE 20 - GENERAL PROVISIONS**

### **1. NO DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, color, creed, disability, national origin, or political affiliation. The UNION shall share equally with the COUNTY the responsibility for applying this provision of the Agreement.

All references to employees in the Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female employees.

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. (Moved to new Union Rights article.) (Moved to new Union Rights article.)**

### **4. RULES**

The COUNTY agrees to furnish to the UNION copies of all future work rules to be posted prominently on the bulletin boards for a period of five (5) work days, by the conclusion of which the rules will be deemed accepted and approved by the UNION.

### **5. PROTECTIVE CLOTHING**

If any employee is required to wear unique protective clothing or any type of unique protective device, such unique protective clothing or unique protective device shall be furnished to the employee by the COUNTY. The cost of maintaining the unique protective clothing or unique protective device including tailoring, cleaning and laundering shall be paid by the COUNTY.

Any employee designated by management and employees in the following classifications shall be required to wear safety-toed ANSI approved protective boots when performing their assigned duties: Wastewater Plant Operators, Wastewater

Mechanic, Bio-solids Applicator, Collection System Technicians, Surface Water Technicians, Engineers, WES Assistants, Technical Service Specialists and Technical Services Coordinators, and Industrial Pretreatment personnel. Employees in the following classifications shall be required to wear closed-toe and closed-heel leather footwear: Lab Analyst and Lab Technician. Except, however, protective foot wear need not be worn in work situations where no hazard exists. The COUNTY will provide up to \$170.00 per year for purchase or repair of such protective footwear subject to the employee providing a receipt. Any new or existing classification required by the COUNTY to wear protective footwear will be included in this section.

Employees will not appear in public places wearing protective clothing that, because of its condition, detracts from the image of the department.

## **6. LAUNDERING**

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

- Wastewater Plant Operator 1 and 2
- Biosolids Application Technician 1 and 2
- Wastewater Mechanic
- Sanitary and Storm Technician
- Source Control Personnel
- WES Assistants

The COUNTY also agrees to provide daily an adequate number of Lab Coats for the following classifications:

- Laboratory Analysts
- Laboratory Technicians

All employees are required to wear the clothing provided.

## **7. POSITION VACANCIES**

A. It shall be a policy and practice of the Department to train and equip Department employees for promotional opportunities. Where classifications are designated "promotive", the COUNTY will use a promotive register to fill vacancies.

B. The COUNTY and UNION agree that positions classified as "promotive" will be filled in the following manner: First by recalling names from an existing layoff register by seniority. If none exists, then a list will be certified from the promotional register. A certified list will consist of not fewer than one (1) name. Employees shall be certified from the promotional register in order of their placement on the register. If no names are on the promotional register, the COUNTY shall conduct a recruitment and the COUNTY shall provide a list of names to the Department, with bargaining unit members selectively certified first.

The following classifications shall be designated “promotive”:

<u>Promotive Classification</u>	<u>From</u>
Accounting Specialist 2	Accounting Specialist 1
Accounting Specialist 3	Accounting Specialist 2
Biosolids Application Technician 2	Biosolids Application Technician 1
Senior Civil Engineer	Civil Engineer
Engineering Technician 4	Engineering Technician 3
Laboratory Analyst	Laboratory Technician
Office Specialist 2	Office Specialist 1
Wastewater Plant Operator 2	Wastewater Plant Operator 1
Source Control Coordinator	Source Control Specialist
Source Control Specialist	Source Control Technician
Biosolids Application Technician 2	Biosolids Application Technician 1

Employees are placed on the promotional register after demonstrating their qualifications for the promotive classifications by completing an approved training/development program. New classifications added to the bargaining unit will be discussed and assessed by the Labor-Management Partnership committee (LMPC) for determination of potential inclusion as a Promotive Classification. The LMPC shall make a recommendation to the Director of Employee Services for approval of new promotive classifications.

C. The COUNTY and UNION agree that positions not classified as “promotive” will be filled in the following manner:

1. First by recalling names from an existing layoff register by seniority.

***If no layoff register exists, the COUNTY shall conduct a recruitment and the COUNTY shall provide a list of names to the Department, with bargaining unit members selectively certified first.8. VACATION AND SHIFT SELECTION SENIORITY.***

A. Classification seniority shall apply in the matter of vacation selection. Consistent with the needs of the COUNTY, classification seniority will be a consideration in shift selection and location. It is not the COUNTY’s intention to be arbitrary, capricious, or discriminatory in administering this clause.

B. Classification seniority shall be defined as meaning an employee’s total length of service within the job classification. In the event that time spent in the classification is equal, seniority shall be determined based on total continuous service within the UNION. Should seniority still be equal, it will be determined based on continuous service with the COUNTY.

C. 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 lay off.

**(Moved to new Union Rights article.) (Moved to new Union Rights article.) (Moved to new Union Rights article.) (Moved to new Union Rights article.)**

## **ARTICLE 21 - DRIVER/OPERATOR LICENSE SUSPENSION POLICY**

Many classifications within WES 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 work loads and availability of productive work.

### ***LICENSE SUSPENSION POLICY***

This policy covers all WES employees required to hold an Oregon Drivers License and/or Commercial Drivers 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:

#### **1. *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 he/she 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 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) For the loss of driving privileges exceeding ninety (90) calendar days, the employee may be discharged.
- (d) 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.



**2. 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 he/she 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 may assign/provide work at a reduced pay rate that he/she can perform without the requirement of the CDL license, if such work is available. This reduced rate shall be 3.5% below their current pay rate in their current classification. The employee may return to regular duties, at their regular rate of pay, upon acquiring the appropriate driving privilege (or license reinstatement). If the COUNTY does not provide work for the employee, the UNION will be notified within five (5) working days and the employee will be placed on any applicable layoff register as written in Article 17, Sections 4. and 5. 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.

**3. Probationary Employee**

Probationary employees who lose driving privileges shall be subject to termination.

**ARTICLE 22 – ALCOHOL AND DRUG ABUSE ASSISTANCE POLICY**

- 1. Employees seeking treatment for drug or alcohol abuse will be encouraged and supported in doing so.
- 2. The employee may return to his/her position upon completion of an inpatient/residential treatment program and/or may remain in his/her regular position while participating in an ongoing outpatient treatment program without penalty or jeopardizing his/her employment with the COUNTY.

3. 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 time is available for an employee to use for these purposes, an employee may use leave without pay as long as the employee's supervisor is notified in writing.
4. A voluntary, confidential support network of fellow Water Environment Services employees may 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 23 - 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 24 – OVER/UNDERPAYMENTS**

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 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 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 Supervisor 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 (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. 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 W2 form by the amount repaid.

### **ARTICLE 25 - TERMINATION**

1. This agreement shall become effective as of July 1, 2015, and shall remain in full force and effect until the 30th day of June, 2018, or the date of signing of a subsequent Agreement whichever last occurs. It shall be automatically renewed on July 1, 2018, and each year thereafter unless either party shall notify the other in writing not later than March 15 that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin not later than May 1. In the event that notification of termination is given, it shall become effective thirty (30) days after the date notice is received.

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 WHEREOF, the parties hereto have set their hands this day \_\_\_\_\_  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Board of County Commissioners

\_\_\_\_\_  
Ramona Ekholm  
Negotiating Team Member

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

\_\_\_\_\_  
Patrick Clasen  
President-AFSCME

\_\_\_\_\_  
Greg Geist  
Water Environment Services Director

\_\_\_\_\_  
Patrick Leach  
Vice President - AFSCME

\_\_\_\_\_  
Doug Waugh  
Negotiating Team Member

\_\_\_\_\_  
Evan Wickersham  
AFSCME Council Representative &  
Chief Negotiator

\_\_\_\_\_  
Chanin Bays  
Negotiating Team Member

\_\_\_\_\_  
Chelsea Lee  
Negotiating Team Member

\_\_\_\_\_  
Sherryl Childers  
Negotiating Team Member

\_\_\_\_\_  
Julia Getchell  
Chief Negotiator

**APPENDIX A – COMPENSATION SCHEDULE FOR AFSCME-WES**

WAGE SCHEDULE  
JULY 1, 2015 – JUNE 30, 2018

COLA: 2.1%

## APPENDIX B -

### MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding  
By and between  
AFSCME WES  
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, 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 DES.**
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 DES 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



ATTACHEMENT  
DRUG & ALCOHOL TESTING POLICY

WATER ENVIRONMENT SERVICES

DRUG AND ALCOHOL TESTING POLICY

for

Employees covered by the  
Federal Highway Administration  
U.S.D.O.T. (US DOT) Regulations

2009

## TABLE OF CONTENTS

<b>POLICY STATEMENT</b> .....	1
WHO WILL BE TESTED AND WHEN.....	1
EDUCATION AND TRAINING .....	1
EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL.....	2
PRESCRIPTION MEDICATIONS.....	3
<b>PROHIBITIONS</b> .....	4
<b>INVESTIGATION OF PREVIOUS TESTING</b> .....	4
<b>TYPES OF DRUG AND ALCOHOL TESTING REQUIRED</b> .....	5
Pre-employment Testing.....	5
Random Testing .....	5
Reasonable Suspicion Testing .....	6
Post-Accident Testing.....	6
Return to Duty and Follow-up Testing.....	7
Costs of Testing .....	7
DRUG AND ALCOHOL TESTING PROCEDURES .....	8
Drug Testing .....	8
Breath Alcohol Testing.....	8
DRUG TEST RESULTS REVIEW.....	9
Medical Review Officer Reporting Options and Employer Actions.....	9
Communication of Results.....	11
FAILURE TO COOPERATE.....	11
<b>DISCIPLINARY ACTION AND PROCEDURES</b> .....	11
RETURN TO DUTY PROCEDURES .....	12
RECORD KEEPING PROCEDURES.....	13
Record Retention Schedule.....	13

## **APPENDICES:**

***APPENDIX A: DEFINITIONS OF TERMS***                      ***A1***

***APPENDIX B: POST ACCIDENT TESTING***                      ***B1***

[\*] Terms used throughout this policy are defined in Appendix A

[†] Breath testing results are given in grams of alcohol per 210 liters of breath (g/210L)

## **POLICY STATEMENT**

Clackamas County Water Environment Services (WES) or “the County” is strongly committed to providing a safe, drug-free workplace. In addition, an employee substance abuse testing program is mandated for all entities regulated by the Department of Transportation (DOT). For these reasons, WES has implemented a substance abuse testing policy which applies to all applicants for, and employees who hold, “covered driver” positions.

WES recognizes each individual’s value and contribution to the services we provide to the public. Therefore, this Policy includes assistance to employees who wish to overcome an alcohol or drug dependency problem (see “Employee Assistance Program and Self-Referral”).

This Drug and Alcohol Testing Policy (“Policy”) is intended to comply with FHWA DOT regulations, changes in which will supersede specific policy provisions. To view revisions to this policy made by the Federal Motor Carrier Safety Administration (FMCSA) or the Federal Highway Administration (FHWA) since this publication, and additional information such as testing procedures, service providers, etc., go to;

[http://web1.clackamas.us/mydepartment/3004.jsp?q\\_dept=DES&q\\_pagename=drugtesting.htm](http://web1.clackamas.us/mydepartment/3004.jsp?q_dept=DES&q_pagename=drugtesting.htm)

EFFECTIVE DATE: March 1, 1995      POLICY REVISED: August, 2002, April, 2003, July, 2006, June 2010

## **WHO WILL BE TESTED AND WHEN**

Covered drivers are defined as those who are required to hold commercial driver’s licenses for their jobs. Such applicants and employees fall under the Federal Highway Administration (FHWA) Federal Motor Carrier Safety Administration (FMCSA) drug and alcohol testing regulations (“Controlled Substances and Alcohol Use and Testing,” 49 CFR Part 382). Generally, covered drivers are operators of commercial motor vehicles which are 1.) greater than 26,000 pounds GVWR; 2.) carry hazardous materials in placardable quantities; or 3.) carry 16 or more passengers, including the driver.

Covered drivers may be tested for drugs or alcohol whenever they are on duty.

For the purposes of this Policy, “on duty” is defined as any time an individual is on the job and ready to perform safety-sensitive functions. Time spent in association with drug testing specimen collection and/or alcohol testing shall be considered “on-duty” time.

## **EDUCATION AND TRAINING**

The County will distribute information to employees on the Drug and Alcohol Testing Policy; the dangers of drug and alcohol abuse in the workplace; and drug counseling, rehabilitation, and employee assistance resources. Employees will be required to sign a form acknowledging receipt of this information.

At the time of hire, new covered drivers will receive specific information regarding the County Drug and Alcohol Testing Policy and be informed of their responsibilities with respect to compliance with federal drug and alcohol testing regulations.

Supervisors of covered drivers who may be required to make “reasonable suspicion” determinations will receive training on recognition of the physical, behavioral, speech and performance indicators of probable alcohol and controlled substances use. The duration of the training will be at least sixty minutes EACH for 1) alcohol and 2) controlled substances use recognition, with additional follow up training to be provided, to maintain and increase supervisory proficiency.

## **EMPLOYEE ASSISTANCE PROGRAM AND SELF-REFERRAL**

An employee who wishes to seek confidential medical treatment for a drug or alcohol problem may refer to and follow Clackamas County’s Employment Policy and Practice # 10 regarding Family Medical Leave.

UNDER THE COUNTY’S INDEPENDENT AUTHORITY, WES will support treatment efforts for covered drivers with drug/alcohol problems who, prior to official discovery, voluntarily seek assistance. Under these circumstances, there will be no adverse consequences to the self-identification. The admission must not be made in order to avoid testing or after notification of an upcoming test.

When a covered driver or covered operator voluntarily reports a drug/alcohol problem BEFORE it is discovered through a drug or alcohol test, he/she will immediately be removed from duty and provided with a contact number for the County’s EAP program and a list of locally available Substance Abuse Professionals. The employee may work with EAP, select a SAP of their choice, or a qualified drug/alcohol counselor of their choice for evaluation and recommendation of treatment.

The County's Designated Employer Representative (DER) will provide information about existing leave and medical benefits provided under employment policies applicable to the driver/operator.

In the event an employee who self refers enters into an outpatient treatment program, the County will provide appropriate work for the employee while undergoing treatment for a period of up to 12 consecutive weeks on a one time basis. In the event an employee who self refers enters into an inpatient treatment program and is on a wait list for an opening, the County will provide appropriate work for the employee for a period of up to 12 consecutive weeks on a one time basis. The employee will provide to the County a statement from the facility that the employee is on a wait list and the approximate date a bed will become available.

Covered drivers who have self-referred must be evaluated, undergo treatment, if required, and be recommended for return to driving duties by the drug/alcohol evaluation expert. A negative drug and/or alcohol test is required prior to the resumption of driving duties. Follow-up drug testing, if recommended by the treatment provider, will be conducted under the County’s independent authority and processed as non-DOT tests.

Time used for purposes of assessment, evaluation, counseling, treatment, and testing may be charged against available sick, vacation, or compensatory time leave accruals. If paid time is not available, the employee will be allowed to use leave without pay or a leave of absence as allowed under the current bargaining agreement.

## **PRESCRIPTION MEDICATIONS**

WES does not request information about the condition for which medication is prescribed, only that it has been prescribed. In some cases, it may be necessary to temporarily re-assign covered drivers until the course of medication is completed.

If a driver is in doubt about a medication's effect on work performance, he/she should ask the prescribing physician or pharmacist for clarification.

Prescription medications can present a danger to employees and their co-workers due to their effects on alertness and job performance. Covered drivers should ask their physicians for specific instructions as to how much medication they should take and when they should take it to ensure safe use relative to work. Non-compliance with the recommended dosage of medications which results in an incident or accident will be considered a violation of this Policy.

Under the County's independent authority, all covered drivers are specifically required to notify their immediate supervisors when they are taking medications associated with warning labels (for example, relating to the operation of vehicles, heavy equipment, or machinery). An employee who is taking such medications should write, date, and sign a brief note stating that he/she has discussed use of the medication with his/her doctor in relation to job duties; the type of medication; beginning and ending dates of treatment. The employee should give the note in a sealed envelope to his/her direct supervisor for confidential delivery to the DER. The DER working in conjunction with WES management will then determine whether to require written medical authorization to work from a prescribing health care practitioner or if any accommodations are necessary.

The County will restrict access to medical information to those with a need to know, and will protect the confidentiality and security of the information.

All medicines brought onto WES property/premises must be in their original containers with the pharmacy label showing the patient's name and dosage instructions. Use of another person's prescription is a violation of federal law and of this policy.

Failure to notify management of the use of medication that could affect the performance on the job can lead to disciplinary action, up to and including discharge.

### **“Medical Marijuana”**

Marijuana is a Class I controlled substance; its use is illegal under federal law. Although some states permit the use of marijuana to treat medical conditions when supported in writing by a licensed medical doctor, this is not an acceptable explanation for a positive drug test under this Policy. The Medical review officer will automatically verify such tests as positive.

## **PROHIBITIONS**

FHWA/FMCSA REGULATIONS SPECIFY the following prohibitions:

- 1) Covered drivers must not use alcohol within four (4) hours prior to reporting for duty (“pre-duty use”).
- 2) Covered drivers are prohibited from possessing alcohol while on duty; from using alcohol while on duty; and from having alcohol present in their systems at a level of 0.02 g/210 L[+] or greater while on duty. Those with levels of 0.02 or greater as demonstrated by breath alcohol testing are subject to immediate removal from duty for a minimum of 24 hours (see “Discipline”).
- 3) Covered drivers are prohibited from using alcohol after an on-the- job accident until:
  - a. The Designated Employer Representative or his/her designated alternate has determined that alcohol testing is not required, OR
  - b. A breath alcohol test has been completed, OR
  - c. Eight (8) hours have passed since the accident.
- 4) Covered drivers must not show evidence of the use of controlled substances without a valid prescription.
- 5) Refusal by a covered driver or to submit a urine, saliva or breath specimen when required by federal regulations will have the same consequences as a positive drug test result, or a breath alcohol test result of 0.04 or greater, (see “Discipline” section), and result in the immediate removal of the employee from duty. In addition, refusal of a test after a fatal accident may result in more severe penalties under Federal law.

## **INVESTIGATION OF PREVIOUS TESTING**

As a condition of employment, applicants for covered driver positions will be required to provide written consent for WES to obtain the following information from DOT regulated employers who have employed the applicant during any period during the three (3) years preceding the date of application or transfer:

Names and addresses of previous DOT covered employers;

Alcohol tests with a result of 0.04 or greater;

Verified positive drug tests;

Refusal to be tested (including verified adulterated or substituted drug test results);

Other violations of DOT agency drug and alcohol testing regulations; and

If the applicant violated a DOT drug and alcohol regulation, documentation of the applicant’s successful completion of DOT return to duty requirements. (Note: If the previous employer does not have information about the return to duty requirements WES must seek to obtain this information from the applicant.)

The County must ask the applicant whether he/she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the applicant applied for, but did not attain, a DOT- regulated safety-sensitive transportation position during the two years preceding date of application. (If the



applicant admits that he/she had a positive test or refusal to test, the applicant must document successful completion of the return to duty process.)

## **TYPES OF DRUG AND ALCOHOL TESTING REQUIRED**

The following are occasions for drug and alcohol testing under this policy:

**Pre-employment Testing** Pre-employment drug testing is required for all covered driver positions. A notice will be posted that drug testing is a requirement of the application process. Anyone who does not wish to proceed with the application may withdraw without question. Applicants will be notified that drug testing is a requirement of the application process.

Under WES's independent authority,, and as permitted by the DOT, a negative dilute result is unsatisfactory on a pre-employment test. Applicants will be given one additional opportunity to provide a valid specimen. The result of the second test will determine whether the applicant is eligible for employment as a covered driver.

A drug test result which is verified as positive for unauthorized use of controlled substances, or found to be substituted or adulterated, will disqualify the applicant for the covered driver position.

### **Random Testing**

Definition of Random Test. A random test is a test that is unannounced, and where every person in the random selection "pool" has an equal chance of being selected for testing each time a selection occurs. Random testing is considered to be an effective deterrent to substance abuse. Covered drivers are required to be randomly tested under DOT regulations.

Method of Random Selection: WES has contracted with an outside drug testing management service (see Appendix D) to perform computerized random selections on its covered employees. Selections occur monthly on a randomly selected date. Selections are therefore spread reasonably throughout each 12-month period.

A number of drug tests equal to at least 50% of the number of individuals in the program will be completed annually, as required by DOT drug testing regulations; a number of alcohol tests will be completed annually, as required by current DOT regulations.

Procedure for Notification and Specimen Collection/Testing:

- 1) The drug testing management service will maintain a secure data base of individuals covered by the Federal Highway Administration's drug and alcohol testing regulations.
- 2) On a randomly selected date, the service will transmit a list of individuals who have been selected for testing to the Designated Employer Representative.
- 3) The Designated Employer Representative or his/her designated representative will notify the individual in person or by telephone that he/she has been selected to provide a urine and/or breath specimen for testing. The date and time of notification will be recorded on the employee instruction card.
- 4) IMMEDIATELY after being notified, each individual selected for testing must proceed to a specimen collection and/or alcohol testing facility. If the individual is in a remote

location, the Designated Employer Representative will arrange for him/her to go to a local clinical facility so that specimen collection and/or breath testing are completed expeditiously.

### **Reasonable Suspicion Testing**

“Reasonable suspicion” means that an individual has given a supervisor or other responsible manager reason to believe that he/she may be impaired, intoxicated, or under the influence of a controlled substance or alcohol.

A reasonable suspicion test will be required under the following conditions:

- 1) WES shall require a driver to submit to an alcohol test when the WES has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning alcohol. WES’s determination that reasonable suspicion exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.
- 2) WES shall require a driver to submit to a controlled substances test when WES has reasonable suspicion to believe that the driver has violated the prohibitions of this policy concerning controlled substances. WES’s determination that reasonable suspicion exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The “reasonable suspicion” behavior should be witnessed by at least two supervisors if at all feasible, but only one observation is required. Those who make a decision to test an employee will be trained in identifying appearance or conduct that indicates the possible use of controlled substances or misuse of alcohol.

Any “reasonable suspicion” incident will be documented as soon after the incident as possible. WES will ensure that the employee involved is immediately removed from the workplace and is escorted by a supervisor to a urine specimen collection, or alcohol testing site. The employee will NOT be allowed to proceed to the site unaccompanied. Under WES’s independent authority,, and as permitted by the DOT, a negative dilute result is unsatisfactory on a reasonable suspicion test. Employees will be given one additional opportunity to provide a valid specimen. The result of the second test will prevail.

Employees will have access to union representation, if requested, at every step of the “reasonable suspicion” testing procedures, except during specimen collection.

### **Post-Accident Testing**

A reportable accident under Federal Highway Administration regulations is defined as an accident in which a covered driver was operating a commercial motor vehicle and in which:

- 1) A fatality occurred; or
- 2) The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; or

3) The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.

\*\*Covered WES drivers see Appendix B.

UNDER FHWA/FMCSA REGULATIONS, employees involved in a reportable accident are required to be:

- Tested for alcohol as soon as possible, but in no case later than 8 hours after the incident.
- Drug tested as soon as possible, but in no case later than 32 hours after the incident.

WES will ensure that the employee involved in a reportable accident will be immediately removed from duty, and escorted to a collection/testing site. A union representative shall be notified immediately upon the request of the employee. This representation shall not delay established testing procedures. A list of qualified union representatives will be provided to the County.

An employee who is seriously injured and cannot provide a specimen for testing may be requested to authorize the release of relevant hospital reports and other documentation that would indicate whether there were any controlled substance(s) in his/her system at the time of the incident.

WES will provide its covered drivers with any necessary information and procedures to enable them to meet federal requirements for post-accident testing.

Covered drivers are prohibited from using alcohol for eight (8) hours following an accident/crash or until they have undergone a post-accident alcohol test, whichever occurs first.

An alcohol test should be administered within two (2) hours following the accident/crash, but no later than eight hours.

A drug test should be administered as soon as possible but no later than thirty-two (32) hours after the occurrence of an accident/crash.

#### **Return To Duty and Follow-up Testing**

FHWA/FMCSA regulations and this Policy require return to duty and follow-up drug and/or alcohol testing when a covered driver has been evaluated by a Substance Abuse Professional and has been found to need assistance with resolving his/her drug abuse and/or alcohol misuse problem. A negative drug and/or alcohol test is required prior to return to duty. Follow-up testing may continue for no longer than sixty months following return to duty. WES will comply with any mandated testing requirements outlined by the SAP.

Please refer to "Return to Duty Procedures " and " Disciplinary Action and Procedures " for additional information.

#### **Costs of Testing**

The County will be responsible for payment of all pre-employment, pre-duty, post-accident, random, and reasonable suspicion tests.

The County will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a test result of negative, or canceled.

The employee will be responsible for payment of any requested split tests, return to duty, and follow-up tests with a positive result. The County agrees to pay for the test and then collect from the employee.

## **DRUG AND ALCOHOL TESTING PROCEDURES**

### **Drug Testing**

- 1) Urine specimen collection for drug testing will be performed by qualified individuals in conformance with current standards of practice, using chain of custody procedures specified by DOT regulations (49 CFR Part 40) and with respect for the privacy and dignity of the person giving the specimen. Drug test specimens will be collected to provide at least 30 mL of urine in a "primary specimen" shipping bottle and at least 15 mL of urine in a "split specimen" shipping bottle.
- 2) If an employee is unable to provide an adequate volume of urine on the first attempt ("shy bladder"), he/she will have an opportunity to drink up to 40 ounces of fluids within three hours. At the end of this period, if no sample of adequate volume has been provided, the employee will be referred to a physician acceptable to the MRO to determine whether the incident constituted a refusal to test per 49 CFR 40.193.
- 3) Only laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the U.S. Department of Health and Human Services (previously NIDA") will perform drug testing.
- 4) When an initial screening test for drugs is positive, a second, confirmatory test will automatically be performed. Confirmatory Confirmed positive drug tests will be reported by the testing laboratory to the MRO for verification (see "Drug Test Results Review").
- 5) As a quality assurance measure, WES's drug testing management service will submit at least (3) three blind samples to the certified laboratory for every 100-applicant/employee samples submitted as required by DOT regulations (49 CFR Part 40). A summary of the results of this quality assurance program will be provided to the County annually.

### **Breath Alcohol Testing**

- 1) Breath alcohol testing will be performed only by qualified Breath Alcohol Technicians. Testing will be conducted using evidential breath alcohol testing devices listed on the Conforming Products List of the National Highway Traffic Safety Administration.
- 2) Breath alcohol tests with results below 0.02 require no further action.
- 3) Tests with results of 0.02 or above will be confirmed as follows:
  - a. The individual being tested is instructed not to smoke, use mouthwash, drink, or eat for a period of 15 minutes.
  - b. Within 30 minutes of completion of the initial screening test, a confirmatory breath test is conducted per 49 CFR Part 40. The result is recorded in the "Confirmation Test Results" section of the Alcohol Test Form.

- 4) If the result of the confirmed breath alcohol test is 0.02 or greater, the Breath Alcohol Technician must immediately notify the Designated Employer Representative or his/her designated representative, who will arrange for transportation of the individual from the alcohol testing site. The Breath Alcohol Technician will then forward a copy of the Alcohol Test Form to the Designated Employer Representative.

**DRUG TEST RESULTS REVIEW**

A drug test result on a covered driver will be considered positive ONLY if it has tested positive initially, been confirmed positive by gas chromatography-mass spectrometry (GC-MS), and been reviewed and verified by the Medical Review Officer (MRO).

Drug test results on a covered driver which are reported as positive, adulterated, or substituted by the testing laboratory will be reviewed and verified by the Medical Review Officer (MRO).

A POSITIVE drug test result is defined as the detection of any one or more of the substances listed in the table shown below.

Substance or Class	Initial Screening Cut-off	Confirmation Cut-off
Amphetamines	500 ng/mL	250 ng/mL
Methamphetamines*		
MDMA (Ecstasy)		
Cocaine	150 ng/mL	100 ng/mL
Marijuana (THC)	50 ng/mL	15 ng/mL
Opiates	2000 ng/mL	2000/10 ng/mL
Codeine/Morphine		
6 Acetylmorphine (Heroin)	10 ng/mL	10 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL

\*Effective 10/1/10 new DOT cutoffs.

- Methamphetamines, MDMA (Ecstasy), Codeine/Morphine and 6 Acetylmorphine (Heroin) all act as “metabolites” tested under the main substance or class.
- Drug testing cutoff levels are the minimum concentrations of drugs or metabolites that must be present in specimens, before labs will report the drug testing as positive.

A confirmed positive test from a certified laboratory does not automatically identify an employee or applicant as having used drugs in violation of a DOT regulation. The MRO brings detailed knowledge of possible alternate medical explanations to his/her review of the test results. This review is performed by the MRO prior to the transmission of results to the County.

**Medical Review Officer Reporting Options and Employer Actions**

“Negative” – self explanatory

“Negative Dilute” – Upon receipt of a “negative dilute” the employee shall be required to immediately retest provide another specimen. The retest collection shall be given conducted with the minimum possible advance notice and the employee shall be escorted to the testing collection facility by the Designated Employer Representative, Supervisor, or other designated person. In the event the second test result is “negative dilute” no further action will be taken and the second test shall become the test of record. If the employee is directed to take a second test and the employee declines to do so, this is a “Refusal to Test” under the regulations.

“Canceled – Split specimen test could not be performed.” This will occur when the primary specimen was positive, and the donor requests an independent test, and the split specimen is not available for testing. The employer must ensure an immediate collection of another specimen, under direct observation, with no advance notice to the donor.

“Canceled – Test Not Performed, Fatal Flaw (with flaw stated) or Uncorrected Flaw.” -- No further action required unless a “Negative” test result is required for pre-employment, return to duty, or follow up. A canceled drug test is neither positive nor negative and no consequences must be attached to it.

“Cancelled Invalid Result” – An “invalid result” means the laboratory was unable to obtain a valid result when attempting to test the specimen. If the MRO has accepted the donor’s explanation as to why the laboratory was unable to obtain a valid result, then the MRO will advise the employer “direct observation not required”. The employer is not required to take any further action unless a “negative result is required (i.e., pre-employment, return to duty, or follow up). If the MRO has not accepted the donor’s explanation, then the MRO will advise the employer “a second collection must take place immediately under direct observation”.

“Positive or Positive Dilute” – The employer must comply with the requirements for a positive test under the regulations.

- § Immediately remove employee from safety-sensitive functions; and
- § Referral to a SAP – If the employee is terminated they are to be furnished with a list of SAP resources (names, addresses, and telephone numbers).
- § Return to Duty provisions must be followed.

“Adulterated-Refusal to Test” – Follow same procedures as required on a positive test result.

“Substituted-Refusal to Test” – Follow same procedures as required on a positive test result.

### **MRO Verification Without Notifying the Employee**

The MRO is permitted to verify a test as positive, or as a refusal to test because of a laboratory report of a positive adulterated, or substituted specimen without interviewing the employee under the following circumstances:

- The employee expressly declines the opportunity to discuss the test with the MRO;

- The DER has successfully made and documented a contact with the employee, and instructed the employee to contact the MRO, and more than 72 hours have passed since the time the DER contacted the employee.

NOTE: If a test is verified positive under the latter circumstances, the donor may give the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented him/her from contacting the MRO. On the basis of this information, the MRO may re-open the verification, allowing the donor to present information concerning a legitimate explanation for the positive test. If the MRO concludes that there is a legitimate explanation, the MRO shall verify the test as negative.

Upon verifying a test result as positive, the MRO will inform the donor of the option for having the “split” portion of his/her specimen tested. The donor must notify the MRO of a desire to exercise this option within 72 hours of being notified of the positive result.

The MRO will not delay reporting of a verified positive test result pending “split” specimen testing. If a donor requests testing of the “split” specimen but none is available, the MRO will cancel the test.

### **Communication of Results**

The MRO or his/her designated representative will report test results ONLY to the DER authorized by the County to receive them. Confidentiality will be strictly maintained. If the result is positive, the MRO or his/her authorized representative will report the identity of the controlled substance.

Employees and applicants may obtain copies of their test results by requesting them in writing from the MRO within 60 days of being notified of the results.

### **FAILURE TO COOPERATE**

Failure to cooperate with any aspect of this Policy, including but not limited to falsifying or attempting to falsify test results or specimens or refusing to cooperate in testing will subject the employee to progressive discipline, up to and including discharge. Any covered driver who refuses to take a drug or alcohol test to comply with FHWA/FMCSA regulations (49 CFR Part 382) will be immediately removed from duty as required by these federal regulations.

### **DISCIPLINARY ACTION AND PROCEDURES**

- 1) An otherwise qualified applicant for a covered driver position whose drug test results are negative and who has documented satisfactory participation in a previous employer’s drug and alcohol testing program, will be considered qualified for the position offered. Applicants with verified positive drug test results will be considered ineligible for the position.
- 2) Any covered driver found to be in violation of this Drug and Alcohol Testing Policy will be removed from duty and will be subject to progressive discipline, up to and including discharge. Violations include:
  - a. Alcohol possession or use in violation of the prohibitions stated in this Policy (e.g. pre-duty, post-accident; see page 3)

- b. An alcohol test result of 0.04 or greater
  - c. A verified positive drug test result
  - d. Refusal to test or to cooperate
- 3) A covered driver determined to have evidence of alcohol in his/her system in the range of 0.02 – 0.039 will be subject to progressive discipline.
- a. On any occasion in which a covered driver has a breath alcohol test result of 0.02 or greater, but less than 0.04, he/she will be immediately removed from work for a period of 24 hours. Employee may deduct this time away from work from any available paid time except sick leave, or choose leave of absence without pay. No further alcohol testing will be required prior to resuming work at the end of the 24-hour period. These occasions will be considered violations of this Policy, and will subject the employee to progressive discipline.
- 4) Covered drivers who have come forward and voluntarily entered into drug and/or alcohol evaluation and treatment programs shall not have that admission used as a step against them in progressive disciplinary proceedings.
- 5) **ALCOHOL RESULT OF 0.04 OR ABOVE**  
Under the County's independent authority, any covered driver who has had a confirmed alcohol result of 0.04 or above shall be subject to progressive disciplinary procedures. Before returning to duty, they must agree to meet all return to duty requirements of the FMCSA. Additionally, any confirmed alcohol test result of 0.04 or above, a verified positive drug test, or a refusal to test while the employee is undergoing required treatment and/or testing, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)
- 6) **POSITIVE DRUG TEST**  
Under the County's independent authority, any covered driver or covered operator who has had a verified positive drug test shall be subject to progressive disciplinary procedures. Before returning to duty, he/ she must agree to meet all return to duty requirements of the FMCSA. Additionally, any verified positive drug test or confirmed alcohol test result of 0.04 or above or refusal to test while the employee is undergoing required treatment and or testing, subsequent to the employee's return to duty, or within 5 years of a prior positive test or refusal to test shall result in termination. (A pre-dismissal hearing will be allowed.)

## **RETURN TO DUTY PROCEDURES**

The following statements reflect the return to duty and follow-up testing requirements of the FHWA/FMCSA:

- 1) Covered drivers who have had alcohol test results of 0.04 or greater must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A "return to duty" alcohol test with a result less than 0.02 is required prior to resumption of safety-sensitive or covered driving functions.



- 2) Covered drivers who have had verified positive drug tests must be evaluated, undergo treatment, if required, and be recommended for return to work by the Substance Abuse Professional. A negative "return to duty" drug test is required prior to resumption of safety-sensitive or covered driving functions.
- 3) Covered drivers may be subject to periodic unannounced follow-up alcohol and/or drug testing as determined by the Substance Abuse Professional who evaluated the employee.

Under the County's independent authority, covered drivers who have had alcohol test results of 0.04 or greater and/or a verified positive drug test and are awaiting recommendation for return to duty shall deduct this time away from work from any available paid time except sick leave (unless provided by law), or choose leave of absence without pay.

### **RECORD KEEPING PROCEDURES**

WES's Designated Employer Representative will maintain drug/alcohol testing records in a secure filing system, separate from the County Personnel files, with information available only on a "need to know" basis.

A driver is entitled, upon written request, to obtain copies of any records concerning his/her use of alcohol or controlled substances. Requests for such information may be directed to the Designated Employer Representative or to the County drug testing management service.

The County shall release information regarding a covered driver's records to a subsequent employer upon receipt of a specific written request by the covered driver authorizing release of the records to an identified person.

Information regarding an individual's drug test results or rehabilitation may be released only upon written consent of the individual, except:

- 1) Such information must be released to the Secretary of Transportation, any DOT agency, or any state or local officials with regulatory authority over the employer or any of its drivers.
- 2) Such information may be disclosed in a lawsuit, grievance, or other proceeding initiated by or on behalf of the covered driver and arising from an alcohol test and/ or a verified positive drug test or from WES's determination that the driver engaged in conduct prohibited by FHWA/FMCSA regulations.
- 3) When requested by the National Transportation Safety Board as part of an accident investigation, WES will disclose information regarding post-accident alcohol and/or drug testing.

**Record Retention Schedule**

The following schedule of record keeping will be maintained by the Designated Employer Representative and his/her authorized agents:

- |            |   |
|------------|---|
| 1 Year     | Negative drug test results<br>Alcohol test results less than 0.02   |
| 2 Years    | Records related to the alcohol and drug collection process. These include:<br>Custody control forms.<br>Documents related to random selections<br>Reasonable suspicion determinations.<br>Post accident determinations.<br>Medical evaluations for insufficient amounts of urine and breath.            |
| 3 Years    | Previous employer records.  |
| 5 Years    | Alcohol test results of 0.02 or greater.<br>Verified positive test results.<br>Refusals to test.<br>Follow-up tests and follow-up schedules.<br>Employee evaluation and referrals to SAPs.<br>Yearly summaries of tests performed and results.<br>EBT calibration documentation.<br>Annual MIS reports. |
| Indefinite | Supervisor education and training records are to be saved for an indefinite period plus two years after ceasing to perform functions.   |

## APPENDIX A

### DEFINITION OF TERMS

For the purposes of this Policy, the following definitions apply.

Accident:

**Reportable accident** (covered drivers): An accident involving a commercial motor vehicle in which:

- a. A fatality occurred; OR
- b. The driver received a citation for a moving traffic violation AND a person involved in the accident needed medical care away from the scene of the accident; OR
- c. The driver received a citation for a moving traffic violation AND one or more vehicles involved in the accident needed to be towed from the scene of the accident.
- d. As described in Appendix B for WES covered employees.

**Adulterated Specimen:** A specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine.

**Alcohol:** Ethyl alcohol or ethanol

**Alcohol Screening Device (ASD):** 49 CFR 40.3 – A breath or saliva device, other than an EBT, that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on a conforming products list (CPL) for such devices.

**Breath Alcohol Technician:** An individual who has been trained to proficiency in the operation of the evidential breath testing device he/she is using as required under 49 CFR Part 40.

**Breath Alcohol Testing Site:** A location which affords visual and aural privacy for the performance of breath alcohol testing. No unauthorized person shall be permitted access to the breath alcohol testing site when the evidential breath testing device is unsecured or at any time when testing is being conducted. In unusual circumstances, e.g. after an accident when a test must be conducted outdoors, the breath alcohol technician must provide visual and aural privacy to the greatest extent practicable.

**CFR:** United States Code of Federal Regulations

**Chain of Custody:** Procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final disposition of the specimen. These procedures shall require that an appropriate drug testing custody form from a Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory be used from time of collection to receipt by the laboratory.

**Collection Site:** A designated clinic/facility where applicants or employees may present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.

**Collector:** A person who instructs and assists applicants and employees through the urine specimen collection process.

**Confirmation Test:** A second analytical drug testing procedure to identify the presence of a specific drug or metabolite which is independent of the initial test and which uses a different technique and chemical principle from that of the initial test in order to ensure reliability and accuracy. Gas chromatography/mass spectrometry (GC-MS) is the only authorized confirmation method for DOT mandated drug testing.

**Controlled Substances:** Substances listed on Schedules I through V in 21 U.S.C. 802 as they may be revised from time to time (21 CFR 1308). Controlled substances include illicit drugs and drugs which may be authorized for use by a physician or dentist for certain medical uses, but which are subject to misuse or abuse.

**County:** Clackamas County and/or Water Environment Services

**Covered Driver:** Individual who is required to hold a Commercial Driver's License (CDL) for his/her job with WES and who is subject to drug testing under Federal Highway Administration, Department of Transportation regulations (49 CFR Parts 40 and 382).

**DER:** Designated Employer Representative – An employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties and to make decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of Part 40.

**Dilute Specimen:** 49 CFR 40.3 – A specimen with creatinine and specific gravity values that are lower than expected for human urine.

**DOT:** United States Department of Transportation

**FHWA:** Federal Highway Administration

**FMCSA:** Federal Motor Carrier Safety Administration

**GVWR:** Gross Vehicular Weight Rating; size criterion for determining classification of a commercial motor vehicle under federal regulations.

**Initial or Screening Test:** An immunoassay screen to eliminate "negative" urine specimens from further consideration.

**Medical Review Officer (MRO):** A licensed doctor of medicine or osteopathy with knowledge of drug abuse disorders and drug testing who is responsible for reviewing and verifying drug testing results prior to their communication to the Designated Employer Representative.

**Negative Drug Test:** A test in which initial or confirmation testing under DOT procedures did not show evidence of a prohibited drug in an employee's or applicant's system above established levels; OR, a test which is verified as negative by the MRO (e.g. review showed positive test was due to prescription medication or other authorized use of controlled substance).

**On Duty:** Under this policy, a covered driver is “on duty” when he/she is at work and ready to perform safety-sensitive functions, e.g. qualified and available to drive a commercial motor vehicle.

**Positive Drug Test:** A urine drug test result which indicates the presence of controlled substances beyond the cut-off levels specified by 49CFR Part 40.

- **Confirmed Positive Drug Test:** A positive drug test which has undergone an initial “screening” test AND a confirmation test which validates the first result. Drug tests are confirmed by the SAMHSA certified laboratory, which performs the analyses.
- **Verified Positive Drug Test:** A confirmed positive drug test (see above) after investigation by the MRO, who has determined that no legitimate explanation exists for the presence of the controlled substance that was detected.

**Pre-Duty Alcohol Use Prohibition:** Four (4) hours prior to the performance of scheduled duty.

**Prohibited Drugs:** Marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

**Random Testing:** Computerized random selection and testing for drugs in which each person in the computer data base has an equal chance of selection each time a selection occurs, in accordance with regulatory requirements.

**Reasonable Suspicion:** Observations of an employee’s condition or performance that indicate possible drug or alcohol use. Examples include deteriorating work performance, poor attendance, tardiness, appearance (including, for example, noticeable odor of an alcoholic beverage), behavior, or speech of the employee.

**Refusal to Submit:** Refusal by an individual to provide a urine or breath specimen after receiving notice of the requirement to be tested in accordance with this Policy.

**Safety Sensitive Functions:** Ready to perform, performing, or just finished performing, the following duties: waiting to be dispatched, inspecting equipment, driving, loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate a vehicle, repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**SAMHSA:** Substance Abuse and Mental Health Services Administration, a division of the US Department of Health and Human Services (DHHS) which is responsible for certifying laboratories to perform federal workplace drug testing. Formerly National Institute on Drug Abuse (NIDA).

**Screening or Initial Test:** Immunoassay screen to eliminate “negative” urine specimens from further consideration.

**Split Specimen Collection Procedure:** A collection procedure in which a urine specimen is divided or “split” between two shipping bottles, both of which are transported to the testing laboratory.

**Split Test:** If the results of the initial screening and confirmation tests of the “primary” specimen are positive, the “split” specimen may be tested at another qualified laboratory.

**Substance Abuse Professional:** Under DOT regulations, individuals who may serve as substance abuse professionals include:

- \* licensed physicians (Medical doctors or Doctors of Osteopathy) or
- \* licensed or certified psychologists, social workers, employee assistance professionals, or addiction counselors (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related disorders.

Under this Policy, the Designated Employer Representative must inform employees or applicants who are found to have violated the alcohol prohibitions or who have had verified positive drug tests of qualified Substance Abuse Professionals in the local area.

**Substituted Specimen:** A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

## **APPENDIX B POST ACCIDENT TESTING**

Under the County’s independent authority, any covered driver employed by WES directly involved in an injury accident on the job (an injury of a serious nature requiring professional medical care) or is involved in an accident while operating County equipment (resulting in property damage in excess of \$1500.00 ) may be required to undergo drug and /or alcohol testing. Data derived from this test will be used as a tool in the overall evaluation of the incident.

Determination of when testing is necessary shall be made by the Designated Employer Representative or his/her designated representative in conjunction with WES management. Drug and Alcohol tests conducted under the County’s independent authority will be processed as non-DOT tests..



January 21, 2016

Board of County Commissioners  
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement between  
 Clackamas County Service District No. 1 and Clean Water Services for acceptance of  
**Class B Biosolids for Beneficial Reuse**

<b>Purpose/Outcomes</b>	Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and Clean Water Services for acceptance of Class B Liquid Biosolids for beneficial reuse to avoid potential regulatory violations when adverse weather and/or other unforeseen circumstances prevent the District from utilizing its primary beneficial reuse strategies (land application of liquid and/or dewatering for land application).
<b>Dollar Amount and Fiscal Impact</b>	\$0.15 per gallon of Class B liquid Biosolids
<b>Funding Source</b>	Clackamas County Service District No. 1 Budget fiscal year 15/16 through 17/18
<b>Duration</b>	Effective from approval date through December 31, 2018, with an option to extend by mutual agreement.
<b>Previous Board Action/Review</b>	The BCC previously approved an IGA in 2009 with Clean Water Services. No prior action has been taken with respect to this agreement.
<b>Strategic Plan Alignment</b>	1. This IGA supports our goal of recycling 50% of recovered solids 2. Recycling recovered solids supports the goal of honoring, utilizing, promoting and investing in natural resources
<b>Contact Person</b>	Chanin Bays, Resource Recovery Program Supervisor – Water Environment Services – 503-557-2820
<b>Contract No.</b>	

**BACKGROUND:**

Clackamas County Service District No. 1 (“CCSD#1”) manages biosolids programs for the two plants within the District. The District strives to maintain contingency options for biosolids when beneficial reuse options are not feasible or available to reduce risk and disposal costs. On



Water Quality Protection  
Surface Water Management  
Wastewater Collection & Treatment

Gregory L. Geist  
Director

October 23, 2009 CCSD#1 and Clean Water Services entered into an Intergovernmental Agreement to provide this contingency option. In June of 2012, the agreement was terminated. This year, CCSD#1 re-entered negotiations with Clean Water Services to renew the previous agreement. This new agreement will allow CCSD#1 to haul liquid Class B Biosolids from Kellogg Creek Water Resource Recovery Facility to Clean Water Services for beneficial reuse when such options are not available to the district.

The IGA with Clean Water Services has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, a county service district, approve the IGA for acceptance of Class B Biosolids by Clean Water Services.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services



## INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (IGA), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Clean Water Services (District) and Clackamas County Service District No. 1 (CCSD #1).

### RECITALS

1. From time to time CCSD #1 may be unable to beneficially use the Class B biosolids generated at its facilities.
2. CCSD #1 desires to have District accept its class B biosolids and beneficially use them when CCSD #1 is unable to do so.
3. District, in its sole discretion, will determine the amounts, if any, of class B biosolids it will receive, process, and beneficially use under the conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

#### A. CCSD #1 OBLIGATIONS AND DISPOSAL CONDITIONS

1. Class B Biosolids. CCSD #1 warrants that all biosolids delivered to District will be Class B biosolids as defined in OAR Chapter 340, Division 50 and 40 CFR Part 503 (Biosolids). On a monthly basis for the duration of this agreement, CCSD #1 shall provide District with characteristics data that demonstrates that the Biosolids meets the requirements of Class B Biosolids.
2. Measurement of Discharge Volume. CCSD #1 shall determine the volume of Biosolids discharged by using one of the following methods:
  - a) subtracting the empty truck weight from the full truck weight and converting the weight of the material discharged to gallons. Truck weights shall be determined by use of scales available at District facilities, or by certified commercial scales; or
  - b) if the actual volume capacity of the truck tank is known, using the known volume and assuming a full tank was discharged.
3. Notice/Acceptance. All Biosolids deliveries shall be made to District's Durham Advanced Wastewater Treatment Facility in Tigard. CCSD #1 shall provide notice of its desire to commence delivery of Biosolids at least 24 hours in advance. District, in its sole discretion, shall determine whether to accept the Biosolids. District shall also have sole discretion to halt or curtail the delivery of Biosolids at any time.
4. Spills/Cleanup. CCSD #1 and its hauler must prevent spills or tracking of Biosolids at District's facilities. CCSD #1 shall be responsible for the clean up and removal from

District's premises of all spills, contaminated matter and contaminated clean up material including clean up of the discharge location as needed following the discharge of each load. If CCSD #1 does not clean up and remove all spillage, contaminated matter and contaminated cleanup material from District's premises immediately, District shall clean up and remove the spillage, contaminated matter and contaminated cleanup material and CCSD #1 shall reimburse District for the entire cost of cleanup.

5. Hours of Operation. CCSD #1 may unload the Biosolids at times approved by District.
6. Hauling Tickets. CCSD #1 shall be responsible for having its hauler complete a hauling ticket provided by District for each load of Biosolids that is hauled to a District facility. Completion of the tickets shall be required to track how many gallons of Biosolids have been hauled to a facility.
7. Sampling Procedure. CCSD #1 or its hauler shall collect and provide District with a representative sample from each truckload of Biosolids discharged to District, unless District determines that a lesser sampling frequency would be sufficient. The sample of Biosolids shall be collected as the Biosolids are being pumped from the CCSD #1 facility to the hauling truck. The sample container shall be labeled with the date and load number. The sample size shall be 500 ml (1 pint). The drivers shall deliver the container to the District and place the sample in the sample refrigerator at the discharge site.
8. Off-loading Biosolids. CCSD #1 shall not begin making deliveries of Biosolids until its truck driver has received training by District in how to off-load the Biosolids and how to clean up spills. CCSD #1 shall off-load the Biosolids at the disposal point designated by District. Whenever CCSD #1 or its hauler is at District's facilities, District shall have access to all parts of District's facilities at all times, including access to the designated off-loading area. To allow monitoring of the discharge and any effects on District facilities, CCSD #1 shall have its hauler notify District personnel when loads arrive at the disposal point. District will provide appropriate contact information.
9. Compliance with Terms. CCSD #1 shall ensure that its subcontractors, including delivery contractors and delivery truck drivers, have read, understand and agreed to the terms and conditions contained herein regarding hauling, delivery, off-loading and cleanup.
10. Qualification. This IGA does not obligate CCSD #1 to dispose of Biosolids at any District facility.

## **B. DISTRICT OBLIGATIONS**

1. Acceptance/Amount. District, in its sole discretion, will determine the amount, if any, and rate of Biosolids it will process and beneficially use.
2. Services. District warrants that the services it furnishes under this IGA will be in full compliance with OAR Chapter 340, Division 50 and 40 CFR Part 503 and other applicable federal, state and local laws.

### C. DISPOSAL FEE AND INVOICING

The initial fee for disposing of Biosolids at any District facility will be \$0.15 per gallon. This fee may be adjusted from time to time. All fee adjustments shall be based on changes to District's Rates and Charges.

Invoices will be prepared by District on a monthly basis. CCSD #1 shall have 30 days from the date of District's invoice to make payment. Payments shall be mailed to: Clean Water Services, 2550 SW Hillsboro Highway, Hillsboro, OR 97123.

### D. GENERAL TERMS

1. Laws and Regulations. CCSD #1 and District agree to abide by all applicable laws and regulations.
2. Term of this IGA. This IGA is effective from the date the last party signs it and shall remain in effect until December 31, 2018, unless terminated as provided herein. The term may be extended upon mutual agreement of CCSD #1 and District.
3. Indemnification. Within the limits of the Oregon Tort Claims Act, codified at ORS 30.260 through 30.300, each of the parties shall indemnify and defend the other and their officers, employees, agents, and representatives from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this IGA (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the negligent or other legally culpable acts or omissions of the indemnitor, its employees, agents, contractors or representatives.
4. Integration. This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade shall be relevant to supplement any term used in this IGA. Acceptance or acquiescence in a course of performance rendered under this IGA shall not be relevant to determine the meaning of this IGA and no waiver by a party of any right under this IGA shall prejudice the waiving party's exercise of the right in the future.
5. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this IGA or any issues related to the U.S. Bankruptcy Code (whether or not such issues relate to the terms of this IGA), the prevailing party in any such dispute shall be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the nonprevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.

6. Termination. This IGA may be terminated immediately by mutual written agreement of both parties, or by either of the parties notifying the other in writing, with the termination being effective in 30 days.
7. Resolution of Disputes. If any dispute out of this IGA cannot be resolved by the project managers from each party, the County Administrator and District's General Manager will attempt to resolve the issue. If the County Administrator and District's General Manager are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs and sharing equally in common costs. In the event the dispute is not resolved in mediation, the parties will submit the matter to arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law.
8. Interpretation of Agreement.
  - A. This IGA shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
  - B. The paragraph headings contained in this IGA are for ease of reference only and shall not be used in constructing or interpreting this IGA.
9. Severability/Survival. If any of the provisions contained in this IGA are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this IGA for any cause.
10. Approval Required. This IGA and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's General Manager or the General Manager's designee and, when required by applicable District rules, District's Board of Directors and 2) the County Administrator.
11. Choice of Law/Venue. This IGA and all rights, obligations and disputes arising out of the IGA shall be governed by Oregon law. All disputes and litigation arising out of this IGA shall be decided by the state courts in Oregon. Venue for all disputes and litigation shall be in Washington County, Oregon.

CLEAN WATER SERVICES

By: \_\_\_\_\_  
Diane Taniguchi-Dennis, Deputy General  
Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
District Counsel

CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS  
Acting as the Governing Body of  
Clackamas County Service District No. 1

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel



January 21, 2016

Board of Directors  
 Clackamas County Service District No. 1

Members of the Board:

Approval to enter a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon for Clackamas County Service District No. 1

<b>Purpose/Outcomes</b>	Satisfying Oregon legal requirement for the District to enter into an Intergovernmental Agreement with the Special Districts Association of Oregon to continue receiving Insurance-Related Services.
<b>Dollar Amount and Fiscal Impact</b>	None related to this agreement.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective January 21, 2016 with no termination.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. WES customers will continue to benefit from a well-managed utility 2. Build public trust through good government
<b>Contact Person</b>	Doug Waugh, Finance Manager WES – 503-742-4564
<b>Contract No.</b>	

**BACKGROUND:**

Clackamas County Service District No. 1 (District) has recently entered into an agreement to receive insurance services from the Special Districts Association of Oregon (SDAO). This agreement requires the adoption of the attached Board Order and attached Joinder of Trust agreement by the governing body of the District. If not adopted, the District will lose its insurance coverage at the end of its current term, which is December 31, 2016.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement and authorizes Greg Geist, WES Director to sign on behalf of the District.

Respectfully submitted,

Greg Geist, Director  
 Water Environment Services

In the Matter of Authorizing Clackamas County Service District No. 1 to Enter into a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon

RESOLUTION NO. \_\_\_\_\_

WHEREAS, Clackamas County Service District No. 1 ("District") recently transitioned from insurance coverage provided by CIS to the Special Districts Association of Oregon ("SDAO");

WHEREAS, the Special Districts Insurance Services Trust has recently adopted a First Restatement of Declaration of Trust; and

WHEREAS, the First Restatement of Declaration of Trust requires participants such as the District to adopt the Joinder to Trust Agreement for Initial Members by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, as the governing body of Clackamas County Service District No. 1, that it desires to enter into the Joinder to Trust Agreement for Initial Members attached hereto as Exhibit A and hereby delegates authority to the District Director to execute said agreement on the Board's behalf.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
Acting as governing body of Clackamas County  
Service District No. 1

\_\_\_\_\_  
Chair

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

**EXHIBIT A**  
**FORM OF**  
**JOINDER TO TRUST AGREEMENT**  
**FOR INITIAL MEMBERS**

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Clackamas County Service District No. 1

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

036308/00001/4360779v7





January 21, 2016

Board of Directors  
Tri-City Service District

Members of the Board:

Approval to Enter a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon for Tri-City Service District

<b>Purpose/Outcomes</b>	Satisfying Oregon legal requirement for the District to enter into an Intergovernmental Agreement with the Special Districts Association of Oregon to continue receiving Insurance-Related Services.
<b>Dollar Amount and Fiscal Impact</b>	None related to this agreement.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective January 21, 2016 with no termination.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. WES customers will continue to benefit from a well-managed utility 2. Build public trust through good government
<b>Contact Person</b>	Doug Waugh, Finance Manager WES – 503-742-4564
<b>Contract No.</b>	

**BACKGROUND:**

Tri-City Service District (District) has recently entered into an agreement to receive insurance services from the Special Districts Association of Oregon (SDAO). This agreement requires the adoption of the attached Board Order and attached Joinder of Trust agreement by the governing body of the District. If not adopted, the District will lose its insurance coverage at the end of its current term, which is December 31, 2016.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement and authorizes Greg Geist, WES Director to sign on behalf of the District.

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

In the Matter of Authorizing the Tri-City Service District to Enter into a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Tri-City Service District ("District") recently transitioned from insurance coverage provided by CIS to the Special Districts Association of Oregon ("SDAO");

WHEREAS, the Special Districts Insurance Services Trust has recently adopted a First Restatement of Declaration of Trust; and

WHEREAS, the First Restatement of Declaration of Trust requires participants such as the District to adopt the Joinder to Trust Agreement for Initial Members by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, as the governing body of the Tri-City Service District, that it desires to enter into the Joinder to Trust Agreement for Initial Members attached hereto as Exhibit A and hereby delegates authority to the District Director to execute said agreement on the Board's behalf.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
Acting as governing body of the  
Surface Water Management Agency of  
Clackamas County

\_\_\_\_\_  
Chair

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

**EXHIBIT A**  
**FORM OF**  
**JOINDER TO TRUST AGREEMENT**  
**FOR INITIAL MEMBERS**

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Tri-City Service District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



January 21, 2016

Board of Directors  
 Surface Water Management Agency of Clackamas County

Members of the Board:

Approval to Enter a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon for the Surface Water Management Agency of Clackamas County

<b>Purpose/Outcomes</b>	Satisfying Oregon legal requirement for the District to enter into an Intergovernmental Agreement with the Special Districts Association of Oregon to continue receiving Insurance-Related Services.
<b>Dollar Amount and Fiscal Impact</b>	None related to this agreement.
<b>Funding Source</b>	No County General Funds are involved.
<b>Duration</b>	Effective January 21, 2016 with no termination.
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. WES customers will continue to benefit from a well-managed utility 2. Build public trust through good government
<b>Contact Person</b>	Doug Waugh, Finance Manager WES – 503-742-4564
<b>Contract No.</b>	

**BACKGROUND:**

The Surface Water Management Agency of Clackamas County (District) has recently entered into an agreement to receive insurance services from the Special Districts Association of Oregon (SDAO). This agreement requires the adoption of the attached Board Order and attached Joinder of Trust agreement by the governing body of the District. If not adopted, the District will lose its insurance coverage at the end of its current term, which is December 31, 2016.

**RECOMMENDATION:**

Staff recommends the Board approve this agreement and authorizes Greg Geist, WES Director to sign on behalf of the District.

Respectfully submitted,

Greg Geist, Director  
 Water Environment Services

In the Matter of Authorizing the Tri-City Service District to Enter into a Joinder to Trust Agreement for Insurance Coverage through the Special Districts Association of Oregon

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Tri-City Service District ("District") recently transitioned from insurance coverage provided by CIS to the Special Districts Association of Oregon ("SDAO");

WHEREAS, the Special Districts Insurance Services Trust has recently adopted a First Restatement of Declaration of Trust; and

WHEREAS, the First Restatement of Declaration of Trust requires participants such as the District to adopt the Joinder to Trust Agreement for Initial Members by resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, as the governing body of the Tri-City Service District, that it desires to enter into the Joinder to Trust Agreement for Initial Members attached hereto as Exhibit A and hereby delegates authority to the District Director to execute said agreement on the Board's behalf.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
Acting as governing body of the  
Surface Water Management Agency of  
Clackamas County

\_\_\_\_\_  
Chair

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

**EXHIBIT A**  
**FORM OF**  
**JOINDER TO TRUST AGREEMENT**  
**FOR INITIAL MEMBERS**

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

Surface Water Management Agency of Clackamas County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

036308/00001/4360779v7



Gregory L. Geist  
Director

January 21, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Documents between  
Tri-City Service District and CH2M Hill Engineers, Inc.  
for Consulting Services Related to the Tri-City Service District  
Sanitary Sewer System Master Plan

<b>Purpose/Outcomes</b>	Approval of consulting contract documents for the Sanitary Sewer System Master Plan for the Tri-City Service District
<b>Dollar Amount and Fiscal Impact</b>	Funds for the Sanitary Sewer System Master Plan are budgeted in the FY 2015-2016 and FY 2016-2017 budgets. The consulting agreement totals \$1,476,461.00.
<b>Funding Source</b>	Tri-City Service District's portion of the consulting agreement of \$1,476,461.00 is \$718,542.00.
<b>Duration</b>	Effective from approval date through June 30, 2017.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This Master Plan effort strongly supports the WES Strategic Plan to provide partner communities with wastewater infrastructure and capacity strategies for projected growth</li> <li>2. This supports the County Strategic Plan that by June of 2016, the County will have a plan in place that will achieve sewer improvements and funding to support the expected 20-year growth horizon</li> </ol>
<b>Contact Person</b>	Dewayne Kliewer, PE, Project Manager – WES 503-793-7291
<b>Contract No.</b>	W200451

**BACKGROUND:**

With many key collection and conveyance system components having been installed in the '70's and '80's, it became very important that the District evaluate both the capacity and condition of the sanitary sewer infrastructure.

With the District having agreements with Clackamas County Service District No. 1 (CCSD) and infrastructure in place that maximizes efficiencies by providing conveyance and treatment of some CCSD#1 flows at the TCSD facility, it is important to evaluate the sanitary sewage infrastructure of these two Districts as a whole.

This project will accomplish both of these important elements with the following key objectives:

- Evaluating existing collection and conveyance system for both capacity and condition assessment.
- Developing a 20-year CIP plan that will optimize the District's infrastructure reliability and growth needs at the lowest life-cycle cost.

On March 23, 2015 the District publicly advertised a Request for Proposals for this project. The single proposal received from CH2M Hill Engineers, Inc. was deemed responsive, and subsequent negotiations for fee and scope have been completed.

The Contract Document for Consulting Services with CH2M Hill Engineers, Inc. has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Tri-City Service District, and as the Local Contract Review Board:

1. approval of Contract Documents between Tri-City Service District and CH2M Hill Engineers, Inc. for Consulting Services Related to the Tri-City Service District Sanitary Sewer System Master Plan

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the agenda of \_\_\_\_\_ by Purchasing.





Gregory L. Geist  
Director

January 21, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract Documents between  
Clackamas County Service District No. 1 and CH2M Hill Engineers, Inc.  
for Consulting Services Related to the Clackamas County Service District No. 1  
Sanitary Sewer System Master Plan

<b>Purpose/Outcomes</b>	Approval of consulting contract documents for the Sanitary Sewer System Master Plans for Clackamas County Service District No. 1
<b>Dollar Amount and Fiscal Impact</b>	Funds for the Sanitary Sewer System Master Plan are budgeted in the FY 2015-2016 and FY 2016-2017 budget. The consulting agreement totals \$1,476,461.00.
<b>Funding Source</b>	Clackamas County Service District No. 1's portion of the consulting agreement of \$1,476,461.00 is \$757,919.00.
<b>Duration</b>	Effective from approval date through June 30, 2017.
<b>Previous Board Action/Review</b>	None
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This Master Plan effort strongly supports the WES Strategic Plan to provide partner communities with wastewater infrastructure and capacity strategies for projected growth</li> <li>2. This supports the County Strategic Plan that by June of 2016, the County will have a plan in place that will achieve sewer improvements and funding to support the expected 20-year growth horizon</li> </ol>
<b>Contact Person</b>	Dewayne Kliever, PE, Project Manager – WES 503-793-7291
<b>Contract No.</b>	W110450

**BACKGROUND:**

With many key collection and conveyance system components having been installed in the '70's and '80's, it became very important that the District evaluates both the capacity and condition of the sanitary sewer infrastructure.

With the District having agreements with the Tri-City Service District (TCSD) and infrastructure in place that maximizes efficiencies by providing conveyance and treatment of some CCSD#1 flows at the TCSD facility, it is important to evaluate the sanitary sewage infrastructure of the two Districts as a whole.

This project will accomplish both of these important elements with the following key objectives:

- Evaluating existing collection and conveyance system for both capacity and condition assessment.
- Developing a 20-year CIP plan that will optimize the District's infrastructure reliability and growth needs at the lowest life-cycle cost.

On March 23, 2015 the District publicly advertised a Request for Proposals for this project. The single proposal received from CH2M Hill Engineers, Inc. was deemed responsive, and subsequent negotiations for fee and scope have been completed.

The Contract Document for Consulting Services with CH2M Hill Engineers, Inc. has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Clackamas County Service District No. 1, and as the Local Contract Review Board:

1. approval of Contract Documents between Clackamas County Service District No. 1 and CH2M Hill Engineers, Inc. for Consulting Services Related to the Clackamas County Service District N. 1 Sanitary Sewer System Master Plan

Respectfully submitted,

Greg Geist, Director  
Water Environment Services

Placed on the agenda of \_\_\_\_\_ by Purchasing.

**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSULTING SERVICES RELATED TO THE**  
**Tri-City Service District & Clackamas County Service District No. 1**  
**Sanitary Sewer System Master Plans**  
**CH2M HILL Engineers, Inc.**

BOARD OF COUNTY COMMISSIONERS  
Acting as the Governing Body of the  
Tri-City Service District & Clackamas County Service District No. 1

Commissioner John Ludlow, Chair

Commissioner Jim Bernard

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Tootie Smith

---

Donald Krupp  
County Administrator

Lane Miller  
Purchasing Manager

Kathryn Holder  
Buyer

**REQUEST FOR PROPOSALS SUBMITTAL**

**DATE:** **April 27, 2015**

**PLACE:** **Clackamas County Purchasing**  
**Clackamas County Public Services Building**  
**2051 Kaen Road, Oregon City, OR 97045**

**TIME:** **4:00 PM**

**AGREEMENT TO FURNISH PROFESSIONAL CONSULTING SERVICES  
FOR THE  
CLACKAMAS COUNTY SERVICE DISTRICT NO.1  
AND TRI-CITY SERVICE DISTRICT  
SANITARY SEWER MASTER PLAN PROJECT**

THIS AGREEMENT to furnish Consulting Services (this "Agreement"), made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 by and between CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and TRI-CITY SERVICE DISTRICT, both being county service districts formed under ORS 451 (hereinafter referred to as the "District") and \_\_\_\_\_  
CH2M HILL ENGINEERS, INC., a Delaware Corporation (the "Consultant").

**RECITALS**

WITNESSETH: That whereas the District intends to engage the Consultant to perform the professional services described in the Request for Proposal, the Proposal Response and Exhibit A ("Services"), on the schedule set forth on Exhibit B ("Schedule"), each as attached hereto and incorporated by reference, hereinafter called the "Project."

NOW, THEREFORE, the District and the Consultant for the considerations hereinafter set forth agree as follows:

**ARTICLE 1 - SERVICES OF THE CONSULTANT**

The Consultant agrees to perform, in accordance with applicable District, local, state and federal laws, statutes, ordinances, rules and regulations, professional services in connection with the Project. The Services to be provided under this Project are described above.

**ARTICLE 2 - DISTRICT'S RESPONSIBILITIES**

Unless otherwise specifically modified in Exhibit A, the District will:

- 2.1 Provide adequate information to the Consultant regarding the District's requirements for the Project.
- 2.2 Assist the Consultant by making available all reasonably available information and technical data pertinent to the Project including previous reports and any other data relative to design and construction of the Project.
- 2.3 In accordance with applicable District, local, state or federal laws or statutes, ordinances, rules or regulations, provide access upon reasonable notice and make all necessary provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.
- 2.4 Acquire all the necessary land, easements and rights-of-way required for the Project.
- 2.5 Furnish to the Consultant, prior to the Consultant's preparation of the work product, a copy of any design and construction standards the District shall require the Consultant to follow in the preparation of the work product.

- 2.6** Obtain approvals and permits from governmental authorities having jurisdiction over the Project, and such approvals and consents from others as may be necessary for completion of the Project (excepting any personal qualifications or certifications required for the Consultant to perform the work contemplated hereunder).
- 2.7** Give prompt notice to the Consultant whenever the District observes or otherwise becomes aware of any defect or delay in the Project.

### **ARTICLE 3 – CONSULTANT’S RESPONSIBILITIES**

**3.1** The Consultant agrees to complete the project tasks described in Exhibit A. If the District has requested significant modifications or changes in the scope of the Project pursuant to Section 3.4, the time of performance of the Consultant's services shall be adjusted accordingly.

#### **3.2 Standards of Performance**

- 3.2.1** The standard of care for all professional and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant’s profession.
- 3.2.2** The Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the District shall not be responsible for discovering deficiencies therein. The Consultant shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in District-furnished information.
- 3.2.3** The Consultant and the District shall comply with applicable Laws or Regulations and District-mandated standards. Any changes to these requirements during the term of this Agreement shall not be the basis for any modifications to the Consultant’s scope of services, times of performance, or compensation.

#### **3.3 Quality Assurance**

The District will conduct a full review of products produced under this Agreement when first submitted for review and comments. The review may be done by several people. These comments will be provided to the Consultant within a reasonable time. The Consultant shall consider each comment and respond to the District within fifteen (15) days regarding the disposition of the issue. The method of disposition can be any of the following actions: (i) submittal corrected per the comment, (ii) comment was not accepted for the following reason: \_\_, or (iii) comment was resolved in combination with other issues as described. The revised product shall include a response to each comment on a comment form as approved by the District. The District shall have the option to conduct another full review or to spot check the document to see that the documents reflect the changes indicated on the review report. If any comment was ignored, neglected, or the District disagrees with the Consultant regarding their refusal to accept a comment, the District may stop any further review and return the document to

the Consultant marked as incomplete. The Consultant shall correct the documents to the District's satisfaction and then declare the documents complete. If all comments are not resolved to the District's satisfaction in its sole discretion, the District shall declare the documents incomplete and the Consultant agrees to pay any change orders, cost of additional staff time, and all related administrative costs arising out of any inconsistencies, omissions, or errors in the incomplete reports, plans or specifications, including resulting delay and disruption costs. The first full review of any document or submittal will be done by the District at the District's cost. Any subsequent review beyond a spot check will be completed at the Consultant's cost and will be back-charged on an hourly basis at the average billing rate of the Consultant's work under this Agreement.

**3.4 Changes**

In the normal course of administering the work under this Agreement, the District may give directives to the Consultant, either written or verbal, which may constitute a change to the Scope of Work or Schedule. If an instruction, directive or decision is given that the Consultant believes is a change in scope or schedule, the Consultant shall notify the District within seven (7) calendar days of receiving such directive or instruction. The notice shall state the general nature of the change, but need not include a detailed cost or impact estimate. Failure to give timely written notice relieves the District from any obligation to adjust the Agreement amount, scope or schedule as an amendment to the Agreement for Services. Proposed amendments described in such notices to the Scope of Work or Schedule, as well as changes to other terms and conditions, shall be processed as provided in Paragraph 6.25 hereof.

**3.5 Consultant's Project Manager**

The Consultant shall assign the following key personnel to do the work in the capacities and amounts designated below. The following also lists an estimated range of effort the key personnel will spend on the Project based on the Services, Schedule and Compensation amount in this Agreement.

Person/Firm	Position	Level Of Effort Range (Hours)
(See attached Level of Effort)		

The Consultant shall not change these personnel assignments without the prior written consent of the Project Manager, which consent shall not be unreasonably withheld.

**ARTICLE 4 - AUTHORIZATION, SCHEDULES AND COMPLETION**

**4.1** Specific authorization to proceed with the Services shall be granted in writing by the District within a reasonable time after the execution of this Agreement. The Consultant shall not proceed with the work without such authorization. The District's Project Manager, as defined in Paragraph 4.5, shall have authority to give such authorizations.

**4.2** This Agreement shall be effective as of the Consultant's receipt of the written authorization to proceed and shall be completed as set forth in the attached Exhibit B, as amended (the "Schedule").

**4.3** As part of the Services, within ten (10) days after receipt of the authorization to proceed, the Consultant shall submit for the District's approval a detailed time schedule for all Services showing how these services will be carried out within the general schedule set forth on Exhibit B. This detailed supplement to the Schedule shall be prepared in a form approved by the District. This Schedule shall include allowance for periods of time required for the District's review and approval of submissions and for approvals of other authorities having jurisdiction over the Project. This Schedule shall be brought up to date and submitted to the District at the end of each month, along with payment requests and the Engineer's written monthly progress reports. If progress lags by two weeks or more, the schedule shall be updated weekly.

#### **4.4 Progress Schedule Submittal**

The updates shall indicate the actual start and finish dates of each activity that has been completed prior to the update data date. Actual start dates and the remaining duration shall be posted for each activity that is in progress on the data date. Estimates of percent complete will not be an acceptable substitute for a remaining duration figure. All work remaining to be completed shall be scheduled after the Schedule's progress data date.

#### **4.5 District's Project Manager**

The District's Project Manager is authorized to approve work and billings hereunder, approve sub consultants, give notices referred to herein, terminate this Agreement as provided herein and carry out any other District actions referred to herein. The District's Project Manager shall be Dewayne Kliever, P.E.

### **ARTICLE 5 - PAYMENTS TO CONSULTANT**

In accordance with the terms and conditions of this Agreement, the District shall compensate the Consultant as follows:

#### **5.1 Compensation**

5.1.1 The District agrees to pay Consultant on a time and materials basis, an amount not to exceed **\$1,476,461** (the "Maximum Amount") for services as billed monthly. Notwithstanding anything else to the contrary herein, no changes in the Maximum Amount shall be made without prior written approval of the District.

5.1.2 The Consultant is entitled to no compensation for the correction or revision of any errors or deficiencies in any designs, drawings, specification or other services.

5.1.3 The District may withhold from payments due the Consultant such sums as are necessary, in the District's sole and absolute discretion, to protect the District against any loss or damage which may result from negligence or unsatisfactory work by the Consultant, the failure of the Consultant to perform as required under this Agreement, or claims filed against the Consultant or the District relating to the Consultant's services or work under this Agreement.

## **5.2 Billing and Payment Procedure**

5.2.1 The Consultant will provide monthly percentage complete invoices to the District for work performed during the preceding month. The invoices will be accompanied by a monthly progress report for each Services Task listed in Exhibit A (Task"), which shall be a narrative of work accomplished, tied to the milestones indicated in the Schedule. For each Task, the progress report will include: budgeted hours, actual hours spent, dollars spent, dollars remaining, percent spent and estimate of percent complete. The Consultant shall maintain detailed records to support these charges and such records shall be available to the District for audit and copying. The District shall pay monthly payments to the Consultant within thirty (30) days of the District's receipt of the Consultant's monthly statement. Interest on unpaid payments due shall accrue at the rate of 1% per month beginning the 60th day after the District's receipt of the Consultant's statement. No interest shall be paid on disputed amounts.

## **ARTICLE 6 - GENERAL CONDITIONS**

### **6.1 Early Termination of Agreement**

- 6.1.1 The District and the Consultant, by mutual written agreement, may terminate this Agreement at any time.
- 6.1.2 The District, on thirty (30) days' prior written notice to the Consultant, may terminate this Agreement for any reason deemed appropriate in its sole discretion.
- 6.1.3 Either the District or the Consultant may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination stating the effective date of the termination.

### **6.2 Payment on Early Termination**

- 6.2.1 In the event of termination under Paragraphs 6.1.1 or 6.1.2, hereof, the District shall pay the Consultant for work performed in accordance with the Agreement prior to the termination date.



- 6.2.2 In the event of termination under Paragraph 6.1.3 hereof by the Consultant due to a breach by the District, then the District shall pay the Consultant as provided in Paragraph 6.2.3.
- 6.2.3 In the event of termination under Paragraph 6.1.3 hereof by the District due to a breach by the Consultant, then the District shall pay the Consultant as provided in Paragraph 6.2.1, subject to set off of excess costs, as provided for in Paragraphs 5.1.3 and 6.3.
- 6.2.4 In the event of early termination, all of the Consultant's work product will become and remain property of the District.

### **6.3 Remedies**

- 6.3.1 In the event of termination under Paragraph 6.1.3 by the District due to a breach by the Consultant, then the District may complete the work either itself, or by agreement with another Consultant, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the compensation provided under Paragraph 5.1.1 hereof then the Consultant shall pay to the District the amount of the excess.
- 6.3.2 The remedies provided to the District under Paragraph 6.1, Paragraph 6.2, and Paragraph 6.3 hereof, for a breach by the Consultant shall not be exclusive. The District also shall be entitled to any other equitable and legal remedies that may be available.
- 6.3.3 In the event of breach of this Agreement by the District, then the Consultant's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Paragraphs 6.1 and 6.2 hereof.

### **6.4 Indemnification and Insurance**

- 6.4.1 The Consultant agrees to indemnify, hold harmless and defend the District, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Consultant or the Consultant's employees or agents.
- 6.4.2 The Consultant agrees to furnish the District evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the District, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof in any way related to this Agreement.

- 6.4.3 If the Consultant has the assistance of other persons in the performance of this contract, and the Consultant is a subject employer, the Consultant agrees to qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656. The Consultant shall maintain employer's liability insurance with limits of \$100,000 each | accident, \$100,000 disease each employee, and \$500,000 each policy limit.
- 6.4.4 If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration of thirty-six (36) months or the maximum time period the Consultant's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement.
- 6.4.5 The Consultant agrees to furnish the District evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of the District, its officers, commissioners, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Agreement.
- 6.4.6 If the services to be provided pursuant to the Proposal Response are professional and/or consultative, the Consultant shall furnish the District evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage and malpractice or error and omission coverage for the protection of the District, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death, damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the performance of the Consultant or the Consultant's agents or employees under this Agreement.
- 6.4.7 The insurance, other than the Professional Liability and Workers' Compensation insurance, shall include the District as a scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the District as a scheduled insured. Such insurance shall provide thirty (30) days written notice to the District in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the District under this insurance. This policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it.
- 6.4.8 The Consultant shall require that all of its subconsultants of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Consultant under this Agreement, unless this requirement is expressly modified or waived by the District in writing.

## **6.5 Oregon Law and Forum**

- 6.5.1 This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- 6.5.2 Any litigation between the District and the Consultant arising under this Agreement or | out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

## **6.6 Workers' Compensation Coverage Requirements**

The Consultant is an independent contractor for purposes of the Oregon Workers' Compensation Law, as set forth in ORS Chapter 656 (“Workers’ Comp Law”) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Consultant hires sub consultants for the performance of this Agreement, the Consultant agrees to require that the sub consultant(s) shall comply with ORS Chapter 656. The signing of this Agreement shall constitute the declaration of independent contractor status by the Consultant.

- 6.6.1 The Consultant will be solely responsible for payment of any local, state or federal taxes required as a result of this Agreement.
- 6.6.2 This Agreement is not intended to entitle the Consultant to any benefits generally granted to the District, officers, commissioners, agents or employees. Without limitation, but by way of illustration, the benefits not intended to be extended by this Agreement to the Consultant are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime pay, Social Security, workers' compensation, unemployment compensation, or retirement benefits (except so far as benefits are required by law if the Consultant is presently a member of the Public Employees Retirement System).

## **6.7 Subcontracts**

The Consultant shall not subcontract its work under this Agreement, in whole or in part, without the prior written approval of the District. The Consultant shall require subconsultant to agree, as to the portion subcontracted, to fulfill all obligations of the Consultant as specified in this Agreement. Notwithstanding District approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the District shall incur no obligation other than its obligations to the Consultant hereunder. The Consultant agrees that if subconsultants are employed in the performance of this Agreement, the Consultant and its subconsultants are subject to the requirements of the Workers' Comp Law.

## **6.8 Assignment**

The Consultant shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the District which may be granted or withheld in its sole and absolute discretion. The District may assign this Agreement at any time and shall provide the Consultant with notice of such assignment within thirty (30) days of such assignment.

## **6.9 Notice**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing with such notice deemed delivered either upon actual receipt or three (3) days after deposit in U.S. Mail, whichever shall first occur:

If to the District:                   Clackamas County Service District No. 1 and  
  Tri-City Service District  
  c/o Water Environment Services  
  150 Beaver Creek Road  
  Oregon City, Oregon 97045  
  ATTN: Dewayne Kliever, PE

Copy to:                                 County Counsel  
  c/o Water Environment Services  
  150 Beaver Creek Road  
  Oregon City, Oregon 97045  
  ATTN: Amanda Keller

If to the Consultant:               CH2M Hill Engineers, Inc.  
  2020 SW Fourth Avenue, Suite 300  
  Portland, OR 97201-4958  
  ATTN: Mark R. Johnson

## **6.10 Severability**

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

## **6.11 Integration**

This Agreement contains the entire agreement between the District and the Consultant and supersedes all prior written or oral discussions or agreements.

## **6.12 Funds**

The District certifies that sufficient funds are available and authorized for expenditure pursuant to this Agreement in Fiscal Years 2015-2016. The funds needed for the balance of the Agreement are subject to appropriation by the Board of County Commissioners, acting as the governing body of the District, during the budget processes. If the District Board does not appropriate funds for subsequent fiscal years for the balance of this Agreement, the District may immediately terminate this Agreement by giving written notice of termination to the Consultant. The Consultant shall not be entitled to compensation for any work performed after the date of such written termination notice. The District shall also have the right to accelerate or decelerate the work to match funding limitations. Any termination for lack of funds shall not constitute an "Early Termination" as such term is used in Paragraph 6.1.

## **6.13 Estimates of Cost**

The estimates of cost for a Project provided for herein are to be prepared by the Consultant through exercise of experience and judgment in applying currently available cost data. It is recognized that the Consultant has no control over cost of labor and materials, or over competitive bidding procedures and market conditions, so the Consultant cannot warrant that Project construction costs will not vary from cost estimates. However, the Consultant will keep the District apprised of changes throughout the Project that significantly impact the estimated construction costs provided.

## **6.14 Ownership of Documents**

- 6.14.1 All work the Consultant performs under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials the Consultant produces in connection with this Agreement. On completion or termination of the Agreement the Consultant shall promptly deliver these materials to the Project Manager.
- 6.14.2 The Consultant may retain for its own records and at its own cost copies of the materials referred to in subsection (a) of this section.
- 6.14.3 Any use the District makes of the materials referred to in subsection (a) of this section, except for purposes of the work contemplated by this Agreement, shall be at the District's risk.
- 6.14.4 The District shall not reuse the sealed plans and specifications for construction of any subsequent projects without the Consultant's knowledge and approval.

## **6.15 Commencement of Work**

The Consultant agrees that work being done pursuant to this Agreement will not be commenced until after:

6.15.1 All Insurance is obtained, as specified in Paragraph 6.4 and 6.6.

6.15.2 This Agreement is fully executed by all parties and approved by the Board of County Commissioners and/or Director when applicable.

6.15.3 The receipt of a written authorization to proceed from the Project Manager.

## **6.16 Release of Information**

No information relative to the Project shall be released by the Consultant for publication, advertising, communication with the media, or for any other purpose, without prior written approval of the District.

## **6.17 Maintenance of Records**

The Consultant shall maintain books and accounts of payroll costs, travel, subsistence, field contracted services of others and reimbursable expenses pertaining to each Project in accordance with generally accepted professional practices, appropriate accounting procedures and applicable local, state or federal laws, statutes, ordinances, or rules and regulations. The District or its authorized representative shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of the Consultant regarding its billings or any record arising from or related to this Agreement. Records shall be maintained and available until three (3) years after the date of final Project billing or until three (3) years after the date of resolution of any litigation or claim.

## **6.18 Audit of Payments**

6.18.1 The District, either directly or through a designated representative, may audit the records of the Consultant at any time during the three (3) year period established by Paragraph 6.17.

6.18.2 If an audit discloses that payments to the Consultant were in excess of the amount to which the Consultant was entitled, then the Consultant shall immediately repay the amount of the excess to the District.

## **6.19 Public Contracting Law**

Pursuant to the requirements of ORS Chapters 279A and 279C, the following terms and conditions are made a part of this Agreement:

6.19.1 The Consultant agrees that he or she shall:

- a. Make payments promptly, as due, to all persons supplying to the Consultant labor or materials for the performance of work contemplated by this Agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
- c. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167 or its successor statutes.
- d. Not permit any lien or claim to be filed or prosecuted against the State of Oregon, Clackamas County, the District, any municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

6.19.2 If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement, as such claim becomes due, the proper office representing District may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Consultant by reason of this Agreement. Further, the Consultant or any first-tier subconsultant under this Agreement fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Consultant by any person in connection with this Agreement within thirty (30) days after receipt of payment from District or the Consultant, as applicable, then such person shall owe the unpaid person the amount due plus interest charges commencing at the end of the ten (10) day period under ORS 279C.580(4) and ending upon final payment unless subject to a good faith dispute as defined in ORS 279C.580. The rate of interest shall be as set forth in ORS 279C.515(2).

6.19.3 No person shall be employed for more than eight (8) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100(5) or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on Saturday and on any legal holiday, as specified in ORS 279C.

6.19.4 If this Agreement is for personal services as defined in ORS 279C or as defined in the District's Contract Review Board Rules, the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

- 6.19.5 The Consultant shall promptly, as due, make payment to any person, partnership, association, corporation, or other entity furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the Consultant, of all sums which the Consultant agrees to pay for such services and all moneys and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- 6.19.6 The Consultant and all employers working under this Agreement are subject employers under ORS 656.017.
- 6.19.7 The Consultant shall demonstrate that an employee drug testing program is in place before commencing work on the Project.

## **6.20 Equal Employment Opportunity**

During the performance of this Agreement, the Consultant agrees as follows:

- 6.20.1 The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, age, mental or physical handicap or a national origin. The Consultant agrees that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, age, mental or physical handicap, or national origin. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this Equal Opportunity Clause.
- 6.20.2 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, marital status, age, physical or mental handicap or national origin.
- 6.20.3 The Consultant will send to each labor union or representative of workers with which Consultant has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Consultant's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

## **6.21 Tax Laws**

- 6.21.1 The Consultant represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with:
- a. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;



- b. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, to Consultant's property, operations, receipts, or income, or to Consultant's performance of or compensation for any work performed by Consultant;
- c. Any tax provisions imposed by a political subdivision of this state that applied to Consultant, or to goods, services, or property, whether tangible or intangible, provided by Consultant; and
- d. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.21.2 Consultant must, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Agreement. Further, any violation of Consultant's warranty in this Agreement that Consultant has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Agreement. Any violation shall entitle District to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- a. Termination of this Agreement, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Consultant, in an amount equal to District's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. District shall be entitled to recover any and all damages suffered as the result of District's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance.

These remedies are cumulative to the extent the remedies are not inconsistent, and District may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

## **6.22 Survival**

All express representations, indemnifications or limitations of liability included in this Agreement shall survive its completion and/or termination for any reason.

## **6.23 Headings**

The headings used in this Agreement are for general reference only and are not part of the Agreement language. This Agreement should be construed without giving any meaning to any headings included herein.

## **6.24 Dispute Resolution**

Any controversy or claim arising out of or relating to this Agreement or any related agreement shall be settled by arbitration in accordance with the following provisions:

6.24.1 Disputes Covered. The parties agree to arbitrate all disputes of every kind relating to or arising out of this Agreement. Disputes include actions for breach of contract with respect to this Agreement, as well as any claim based upon tort or any other causes of action relating to the Agreement or the Project, such as claims based upon an allegation of fraud or misrepresentation and claims based upon a federal or state statute. In addition, the arbitrators selected according to procedures set forth below shall determine the arbitrability of any matter brought to them, and their decision shall be final and binding on the parties.

6.24.2 Forum. The forum for the arbitration shall be Clackamas County, Oregon.

6.24.3 Law. The governing law for the arbitration shall be the law of the State of Oregon, without reference to its conflicts of laws provisions.

6.24.4 Selection. There shall be three arbitrators, unless the parties are able to agree on a single arbitrator. In the absence of such agreement within ten (10) days after the initiation of an arbitration proceeding, the District shall select one arbitrator and the Consultant shall select one arbitrator, and those two arbitrators shall then select, within ten (10) days, a third arbitrator. If those two arbitrators are unable to select a third arbitrator within such ten (10)-day period, a third arbitrator shall be appointed by the commercial panel of the American Arbitration Association. The decision in writing of at least two of the three arbitrators shall be final and binding upon the parties.

6.24.5 Administration. The arbitration shall be administered by the American Arbitration Association.

6.24.6 Rules. The rules of arbitration shall be the Commercial Arbitration Rules of the American Arbitration Association, as modified by any other instructions that the parties may agree upon at the time, except that each party shall have the right to conduct discovery in any manner and to the extent authorized by the Federal Rules of Civil Procedure as interpreted by the federal courts. If there is any conflict between those Rules and the provisions of this section, the provisions of this section shall prevail.

6.24.7 Substantive Law. The arbitrators shall be bound by and shall strictly enforce the terms of this Agreement and may not limit, expand or otherwise modify its terms. The arbitrators shall make a good faith effort to apply substantive applicable law, but an arbitration decision shall not be subject to review because of errors of law. The arbitrators shall be

bound to honor claims of privilege or work-product doctrine recognized at law, but the arbitrators shall have the discretion to determine whether any such claim of privilege or work product doctrine applies.

6.24.8 Decision. The arbitrators' decision shall provide a reasoned basis for the resolution of each dispute and for any award. The arbitrators shall not have power to award damages in connection with any dispute in excess of actual compensatory damages and shall not multiply actual damages or award consequential or punitive damages.

6.24.9 Expenses. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and the parties shall share equally the fees and expenses of the American Arbitration Association and the arbitrators.

6.24.10 Remedies; Award. The arbitrators shall have power and authority to award any remedy or judgment that could be awarded by a court of law in the State of Oregon. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court of competent jurisdiction in the United States.

## **6.25 Amendments**

The District and the Consultant may amend this Agreement at any time only by written amendment executed by the District and the Consultant. Any amendment that increases the amount of compensation payable to the Consultant in excess of the amounts authorized in prior Board approvals shall be subject to approval by the Board of County Commissioners, acting as the governing body of the District. The Director or person designated in the Board order approving or amending this Agreement may execute amendments to the Agreement to increase compensation within the limits of the authority established by the District's Contract Review Board Rules and within the limits authorized by prior Board approvals. The Project Manager may agree to and execute any other amendment on behalf of the District.

## **6.26 Waiver**

The District and the Consultant shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

**6.26** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

CH2M HILL Engineers, Inc.  
2020 SW Fourth Ave., Suite 300  
Portland, OR 97201-4958

Board of County Commissioners Acting as  
Governing Body for Clackamas County  
Service District No.1

Clackamas County Service District No.1

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

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Name / Title (Printed)

Board of County Commissioner Acting  
as Governing Body for Tri-City Service  
District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Telephone Number / Fax Number

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

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oregon Business Registry Number

APPROVED AS TO FORM

\_\_\_\_\_  
Entity Type / State of Formation

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date