



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

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

March 21, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of the Memorandums of Agreement regarding Cost of Living Adjustments for represented employees with the Clackamas County Employees Association, the Clackamas County Employees Association for the Housing Authority, the Clackamas County Employees Association for part-time and temporary employees, and AFSCME Local 350-0 for DTD/BCS. Total value is \$1,358,576. Funding is through State and Federal funds, fees and fines and other budgeted funds and approximately \$600,000 in unbudgeted County General Funds.

Previous Board Action/Review	March 19, 2024		
Performance Clackamas	1. Building trust through good government		
Counsel Review	Yes	Procurement Review	No
Contact Person	Evelyn Minor-Lawrence Director, HR	Contact Phone	503-655-8812

EXECUTIVE SUMMARY: Clackamas County and CCEA, CCEA-Temp Part Time, CCEA-Housing Authority and AFSCME-DTD/BCS entered into negotiations in 2023 for the third-year wage reopener as required by the 2021-2024 CBAs. After traditional bargaining the County and Associations entered into Mediation. On January 3, 2024 the County submitted a mediation proposal offering a one-time \$750 lump sum payment. On February 5, 2024 the County was informed that the three CCEA bargaining units received a majority vote to approve the lump sum offer. On January 30, 2024 the County was informed that AFSCME-DTD/BCS received a majority vote to approve the lump sum offer.

Staff is presenting the Memorandums of Agreements for the Board's review. The cost of the agreements is:

\$750 Lump Sum with Roll-Ups			
DTD	CCEA Main	EA PT	EAHA
\$237,454	\$1,018,893	\$53,953	\$48,276

RECOMMENDATION: Staff recommends the Board approve the attached MOAs between Clackamas County and the CCEA and AFSCME-DTD/BCS bargaining units, and authorizes the Chair to sign on behalf of the County.

Respectfully submitted,

Evelyn Minor- Lawrence, IPMA-CP	Digitally signed by Evelyn Minor- Lawrence, IPMA-CP Date: 2024.03.12 14:32:03 -07'00'
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Evelyn Minor-Lawrence, IPMA-CS
Director of Human Resources

For Filing Use Only

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by Clackamas County (“County”) and DTD/BCS Chapter of Local No. 350-0, AFSCME, AFL-CIO (“AFSCME”).

The County and AFSCME are parties to a Collective Bargaining Agreement (“CBA”) for the period December 15, 2022 through June 30, 2024.

Background:

1. Article 14 (Wages), paragraph 3 currently states: *“Effective July 1, 2023, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor; with a minimum of 0% and a maximum of 4.5%. In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year. Negotiations are to start no later than February 1, 2023.”*
2. On January 12, 2023, the County received notice that the CPI used to determine cost of living increases for FY 23-24 was published and exceeded 4.5%.
3. Due to the CPI exceeding the 4.5% maximum for the third year of the CBA, the parties entered into bargaining pursuant to the contract language.
4. On January 3, 2024, the County presented a proposal to apply a one-time lump sum payment.
5. On January 30, 2024, AFSCME notified the County that the union members voted in favor to accept the County’s proposal.
6. The parties wish to settle the third year reopener as follows.

Agreement:

1. The parties hereby agree to the following to resolve the third-year wage reopener in Article 14, paragraph 3:
2. \$750.00 one-time lump sum payment for all full-time employees employed by the County at the time of ratification. Less than full-time employees will receive a pro-rated amount based on their FTE. The lump sum payment is subject to applicable withholdings. The lump sum payment will appear in the paycheck three (3) full pay periods after the ratification date.

3. This MOA is effective upon the signing of all parties.

For the Association:



Dillon Hagaman
AFSCME-DTD/BCS President



Tessa Brooks
AFSCME Service Representative

For the County:

Evelyn Minor- Lawrence, IPMA-CP	Digitally signed by Evelyn Minor- Lawrence, IPMA-CP Date: 2024.03.12 14:32:39 -0700
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Evelyn Minor-Lawrence
HR Director

Chair Tootie Smith
Board of County Commissioners

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by Clackamas County (“County”) and Clackamas County Employees Association (“Association”).

The County and the Association are parties to a Collective Bargaining Agreement (“CBA”) for the period April 28, 2022 through June 30, 2024.

Background:

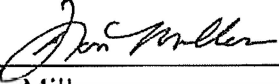
1. Article 10 (Wages), Section 1(a), paragraph 3, currently states: *“Effective July 1, 2023, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%. In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year. Negotiations are to start no later than February 1, 2023.”*
2. On January 12, 2023, the County received notice that the CPI used to determine cost of living increases for FY 23-24 was published and exceeded 4.5%.
3. Due to the CPI exceeding the 4.5% maximum for the third year of the CBA, the parties entered into bargaining pursuant to the contract language.
4. On January 11, 2024, the County presented a proposal to apply a one-time lump sum payment.
5. On February 5, 2024, the Association notified the County that the union members voted in favor to accept the County’s proposal.
6. The parties wish to settle the third year reopener as follows.

Agreement:

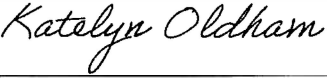
1. The parties hereby agree to the following to resolve the third-year wage reopener in Article 10, Section 1(a):
2. \$750.00 one-time lump sum payment for all full-time employees employed by the County at the time of ratification. Less than full-time employees will receive a pro-rated amount based on their FTE. The lump sum payment is subject to applicable withholdings. The lump sum payment will appear in the paycheck three (3) full pay periods after the ratification date.

3. This MOA is effective upon the signing of all parties.

For the Association:



Don Miller
CCEA President



Katelyn Oldham
CCEA Service Representative

For the County:

Evelyn Minor- Lawrence, IPMA-CP	Digitally signed by Evelyn Minor- Lawrence, IPMA-CP Date: 2024.03.12 14:33:21 -07'00'
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Evelyn Minor-Lawrence
HR Director

Chair Tootie Smith
Board of County Commissioners

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by Housing Authority of Clackamas County (“County”) and Clackamas County Employees Association – Housing Authority (“Association”).

The County and the Association are parties to a Collective Bargaining Agreement (“CBA”) for the period April 28, 2022 through June 30, 2024.

Background:

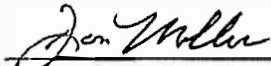
1. Article 10 (Wages), Section 1(a), paragraph 3, currently states: *“Effective July 1, 2023, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%. In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year. Negotiations are to start no later than February 1, 2023.”*
2. On January 12, 2023, the County received notice that the CPI used to determine cost of living increases for FY 23-24 was published and exceeded 4.5%.
3. Due to the CPI exceeding the 4.5% maximum for the third year of the CBA, the parties entered into bargaining pursuant to the contract language.
4. On January 11, 2024, the County presented a proposal to apply a one-time lump sum payment.
5. On February 5, 2024, the Association notified the County that the union members voted in favor to accept the County’s proposal.
6. The parties wish to settle the third year reopener as follows.

Agreement:


1. The parties hereby agree to the following to resolve the third-year wage reopener in Article 10, Section 1(a):
2. \$750.00 one-time lump sum payment for all full-time employees employed by the County at the time of ratification. Less than full-time employees will receive a pro-rated amount based on their FTE. The lump sum payment is subject to applicable withholdings. The lump sum payment will appear in the paycheck three (3) full pay periods after the ratification date.

3. This MOA is effective upon the signing of all parties.

For the Association:



Don Miller
CCEA President



Katelyn Oldham
CCEA Service Representative

For the County:

Evelyn Minor- Lawrence, IPMA-CP	Digitally signed by Evelyn Minor- Lawrence, IPMA-CP Date: 2024.03.12 14:34:02 -0700
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Evelyn Minor-Lawrence
HR Director

Chair Tootie Smith
Board of County Commissioners

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into by Clackamas County (“County”) and Clackamas County Employees Association – Part-Time/Temporary (“Association”).

The County and the Association are parties to a Collective Bargaining Agreement (“CBA”) for the period April 28, 2022 through June 30, 2024.

Background:

1. Article 7 (Wages), paragraph 3 currently states: *“Effective July 1, 2023, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%. In the event the established CPI exceeds the 4.5% maximum for the third year of this Agreement, the parties will engage in bargaining limited to the difference between the established 4.5% maximum and the established CPI reported for that year. Negotiations are to start no later than February 1, 2023.”*
2. On January 12, 2023, the County received notice that the CPI used to determine cost of living increases for FY 23-24 was published and exceeded 4.5%.
3. Due to the CPI exceeding the 4.5% maximum for the third year of the CBA, the parties entered into bargaining pursuant to the contract language.
4. On January 11, 2024, the County presented a proposal to apply a one-time lump sum payment.
5. On February 5, 2024, the Association notified the County that the union members voted in favor to accept the County’s proposal.
6. The parties wish to settle the third year reopener as follows.

Agreement:


1. The parties hereby agree to the following to resolve the third-year wage reopener in Article 7, paragraph 3:
2. \$750.00 one-time lump sum payment for all full-time employees employed by the County at the time of ratification. Less than full-time employees will receive a pro-rated amount based on their FTE. The lump sum payment is subject to applicable withholdings. The lump sum payment will appear in the paycheck three (3) full pay periods after the ratification date.

3. This MOA is effective upon the signing of all parties.

For the Association:



Don Miller
CCEA President



Katelyn Oldham
CCEA Service Representative

For the County:

Evelyn Minor-Lawrence, IPMA-CP	Digitally signed by Evelyn Minor-Lawrence, IPMA-CP Date: 2024.03.12 14:35:30 -0700
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Evelyn Minor-Lawrence
HR Director

Chair Tootie Smith
Board of County Commissioners