

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)

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

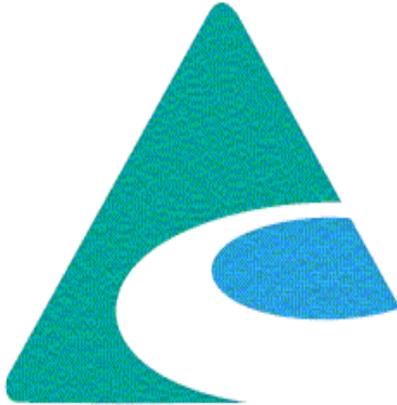
RECOMMENDATION:

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

PREAMBLE	3
ARTICLE 1 - RECOGNITION.....	3
ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS.....	3
ARTICLE 3 - FAIR SHARE AGREEMENT	4
ARTICLE 4 - ASSOCIATION RIGHTS.....	4
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
ARTICLE 5 - PAID TIME OFF.....	6
ARTICLE 6 - CLASSIFICATIONS.....	7
1. <i>Regular Classifications.</i>	7
2. <i>Special Title Positions.</i>	7
ARTICLE 7 - WAGES	7
1. <i>Wages.</i>	7
2. <i>North Clackamas Parks & Recreation District Merit Schedule</i>	8
3. <i>General County Departments Merit Schedule</i>	8
4. <i>North Clackamas Parks & 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
ARTICLE 8 - DISCIPLINE.....	11
ARTICLE 9- SETTLEMENT OF DISPUTES	11
1. <i>Grievance Procedure</i>	11
ARTICLE 10 - WORKERS' COMPENSATION	12
ARTICLE 11 - BENEFITS	12
1. <i>Employee's Assistance Plan</i>	12
2. <i>Retirement Contributions.</i>	12
ARTICLE 12 - HOURS OF WORK.....	12
1. <i>Work Schedules.</i>	12
2. <i>Meal and Rest Breaks</i>	12
3. <i>Employee Reporting Expectations</i>	13
ARTICLE 13- DURATION OF EMPLOYMENT	13
1. <i>Definitions.</i>	13
2. <i>Unallocated Employees Annual Work Hours Limits</i>	14
3. <i>Ongoing Unallocated Employees Classifications.</i>	14

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

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)

Length of work period	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs, 1 min-5 hrs, 59 mins	1	0
6 hrs	1	1
6 hrs, 1 min-10 hrs	2	1
10 hrs, 1 min-13 hrs 59 mins	3	1

3. Employee Reporting Expectations.

The County anticipates needing every available employee to effectively respond to the impact of a declared major emergency or disaster, whether it strikes during normal work hours, at night, on a weekend or a holiday. In a major emergency or disaster, employees should be prepared to report for work at any time and can expect to work non-regular extended hours under challenging conditions. Employees may be asked to temporarily perform work that is not normally in their regular classification.

If the major emergency or disaster occurs during non-work hours, employees are expected to ensure the safety and welfare of their families. If the employees are available for work, they should make every effort to contact their supervisor for reporting instructions. Employees can also check the Employee Hotline at 503.655.8568. 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