

**CLACKAMAS COUNTY
EMPLOYEES' ASSOCIATION**



**CLACKAMAS
C O U N T Y**

**2016-2018
AGREEMENT**

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2016-2018
AGREEMENT

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 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 31st 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:

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

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

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

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

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.

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)¹, 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

¹ 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 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 21 day of Jan., 2016.

FOR THE ASSOCIATION:



Bob Escudero, President



Terry Blackwell

FOR THE COUNTY:



Chair, Board of County Commissioners



Recording Secretary

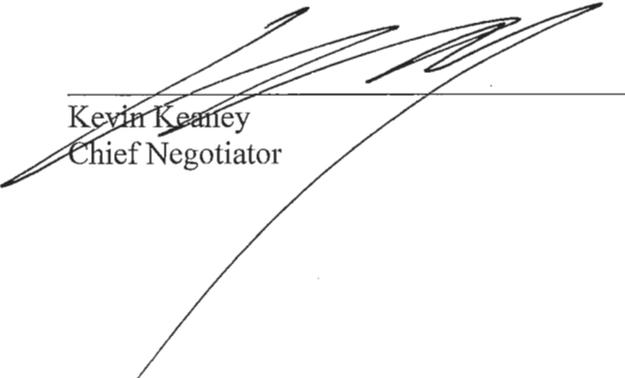
Negotiating Team Member



Pam Jackson
Negotiating Team Member



Cari Vandecoevering
Negotiating Team Member



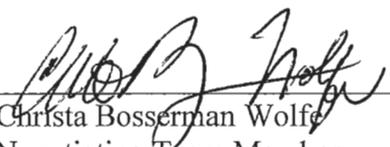
Kevin Kenney
Chief Negotiator



Jill Archer
Negotiating Team Member



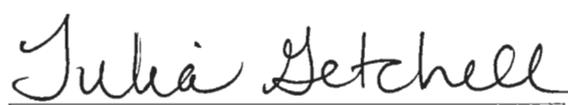
Brian Imdieke
Negotiating Team Member



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