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**2011-2014**



**AGREEMENT**

**between**

**Multnomah County, Oregon**

**and**

**Multnomah County Employees Union**

**Local 88, AFSCME AFL-CIO**



# AFSCME LOCAL 88 WELCOMES YOU TO OUR WORKPLACE

**AFSCME Local 88** welcomes you to Multnomah County. This agreement has been negotiated between your union the American Federation of State County and Municipal Employees (AFSCME) Local 88 and Multnomah County Management and covers you while employed with the County. It is the result of diligent and hard work conducted during contract negotiations or bargaining with committees from both Multnomah County management and Local 88 members. This agreement has been ratified by a vote of the membership and approved by the Board of County Commissioners.

**AFSCME Local 88**, received it's charter in 1937 and today represents 4 units of members in the metropolitan area, the largest being general employees of Multnomah County. Our Local is nearly 3000 members strong and is supported by Oregon AFSCME Council 75, aligned with AFSCME International, and is affiliated with the AFL-CIO.

**AFSCME Local 88** operations are based upon the principles of trade union democracy, where participation is the cornerstone of success. Membership begins immediately after submitting a completed membership card. Join us at our monthly General Membership meeting, participate on a committee or attend a training session. Committees are established to work on specific tasks and functions. After being a member in good standing for 1 year you may decide to become a Steward or run for office. **Stewards** are appointed and help advocate and represent other members at their worksite. **Chief Stewards** cover an entire department. Monthly Steward trainings are held prior to the General Membership meeting where members debate, review and make decisions and review current events of the Local. The **Executive Board** is composed of elected representatives and officers from each of the units and various sectors of the County. They meet monthly to conduct the business of the Local. **Staff Representatives**, who work for the Council are assigned to the Local and assist Stewards with day to day issues and handle complex grievances. We look forward to your becoming a member and to your participation in our Local. Together we are transforming the workplace.

**Union Office**

Oregon AFSCME Council 75  
ATTN: AFSCME Local 88  
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Meetings are held at the union office on East Burnside

E-Board Meeting: first Wednesday of the month at 6:15 PM  
Steward Meeting: third Wednesday of the month at 6:00PM  
General Membership: third Wednesday of the month at 7:00PM,  
no December meeting

<i>Steward:</i>		<i>Phone Number:</i>
<i>Chief Steward:</i>		<i>Phone Number:</i>
<i>Staff Representative:</i>		<i>Phone Number:</i>

**2011-2014**

**AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
MULTNOMAH COUNTY EMPLOYEES  
UNION LOCAL 88  
AFSCME, AFL-CIO**



**LABOR RELATIONS  
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**This document is available in accessible format upon request**



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**A G R E E M E N T**  
**Between**  
**MULTNOMAH COUNTY, OREGON**  
**and**  
**MULTNOMAH COUNTY EMPLOYEES UNION**  
**LOCAL 88, AFSCME, AFL-CIO**

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**ARTICLE 1**  
**PREAMBLE**

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This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's and Union's mutual objective of providing ever-improved efficient, effective, and courteous services to the public of Multnomah County.

Except as otherwise required by law, regulation, or grant provisions, the parties agree as follows:

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**ARTICLE 2**  
**DEFINITIONS**

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**I. Countywide Seniority:**

Includes the continuous, cumulative time spent in all the represented positions an employee has held and is used to determine layoff, bumping, and recall rights. Seniority is calculated using the rules found in Article 21.II.b.

**II. Days:**

For the purposes of this Agreement, "days" means "calendar days" unless otherwise specified.

**III. Department:**

A "Department" is any organization so deemed by the Board of County Commissioners. The Office of the Sheriff and the Office of the District Attorney shall also be deemed Departments for purposes of this Agreement. Non-departmental employees currently assigned to the Office of the Chair shall be deemed in a department for purposes of this Agreement until and if they are reorganized into a departmental structure. The Labor Relations Manager shall be deemed "Department Director" for any functional purpose of this Agreement for such employees.

The County shall notify the Union no later than thirty (30) days prior to the effective date of creation of a new Department of the title of the new Department and, if available, the name of the new Department Director or Acting Director.

**IV. Full-time employee:**

An employee regularly scheduled to work thirty-two (32) or more hours per week if on an eight (8) hour per day schedule; or an employee regularly scheduled to work thirty (30) or more hours per week if on a ten (10) hour per day schedule.

**V. FTE, or full time equivalency:**

The number of hours an employee is normally scheduled to work per week divided by forty (40). For example, the FTE for a forty (40) hour employee is 1.0; for a twenty (20) hour employee, .5.

**VI. Job Class Seniority:**

The total length of accumulated service within the affected job classification and its equivalent within the County for purposes of shift and vacation bidding, transfers within classification, and dates. Seniority is calculated using the rules found in Article 21.II.B. Additional Job Class Seniority rules are as follows:

**A.** All continuous, contiguous service on a temporary promotion shall count toward seniority in the immediately previous classification, except in cases in which the promotion becomes permanent immediately following the temporary appointment; in these cases the time will be counted toward the classification to which the employee is promoted.

**B.** Time spent on a probationary period that is not completed will count toward the employee's previous classification, if any, unless such probationary period was in a classification outside the Local 88 bargaining unit, then such time will not count if such period is in excess of six

1 (6) months. Time spent on a trial service period after lateral transfer that is not completed will be  
 2 counted toward the previous classification.

3 C. Time spent in an abolished classification that has a current equivalent will count  
 4 toward seniority in the equivalent classification.

5 **VII. Job Sharing:**

6 Job sharing position means a full time position that is held by two (2) employees on a  
 7 shared basis, thus each employee works .5 FTE.

8 **VIII. Limited Duration employee:**

9 Limited duration appointments may be made for assignments of uncertain or limited  
 10 duration. Such appointments shall be for a stated period not exceeding two (2) years but may  
 11 expire earlier.

12 An employee in a limited duration assignment can be either a new-hire or an existing  
 13 regular status employee who is scheduled on a full-time or part-time basis, and who receives  
 14 benefits and union representation per this agreement. New-hire limited duration employees are  
 15 excluded from layoff rights since his/her appointment from the outset is determined to be time,  
 16 task and work unit limited. New employees appointed under this section will only accrue seniority  
 17 pursuant to Article 21.II.B.6.

18 A regular status employee appointed to a limited duration appointment shall be  
 19 reinstated to a position in his/her former classification, looking first at vacancies within the  
 20 department in which the limited duration appointment exists and then Countywide, for purposes of  
 21 layoff or when the limited duration appointment ends. Regular status employees will continue to  
 22 accrue seniority as if in their regular assignment and will appear on the annual seniority list in their  
 23 base classification. Limited duration appointments shall be made only with the agreement  
 24 between the Union and Labor Relations.

25 **IX. On-Call employee:**

26 An employee whose appointment is intermittent, irregular or is normally less than half-  
 27 time is an on-call appointment. On-call appointments have no time limit. On-call employees may  
 28 be terminated at any time and have no appeal rights within the County.

29 **X. Part-time employee:**

30 An employee regularly scheduled to work forty (40) hours or more during two work  
 31 weeks, but less than full time.

32 **XI. Probationary employee:**

33 An employee serving a one (1) year period of trial service to determine his or her  
 34 suitability for continued employment, such period to begin on the date of his or her appointment to  
 35 a regular position from a certified list of eligibles. During the period of probation, the employee  
 36 may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's  
 37 supervisor, his or her continued service would not be in the best interest of the County. The  
 38 length of an employee's probationary period may not be extended by a Memorandum of  
 39 Agreement under the terms of Article 26, unless the employee was absent from work for a period  
 40 of six (6) months or more previous to the extension.

41 **XII. Promotional Probationary Employee:**

1 A regular employee serving a six (6) month period of trial service upon promotion to  
2 determine his or her suitability for continued employment in the classification to which he or she  
3 was promoted, such period to begin on the date of his or her appointment to a higher classification  
4 from a certified list of eligibles. During the period of promotional probation, the employee shall be  
5 returned to the classification and department from which he or she was promoted, without  
6 recourse to the grievance procedure, if, in the opinion of the employee's supervisor, his or her  
7 continued service in the classification to which he or she was promoted would not be in the best  
8 interest of the County. Subject to management approval, the employee may elect to return to their  
9 previous Department and classification.

10 If a newly appointed employee is promoted during his or her initial twelve (12) month  
11 probationary period (hereinafter "initial probationary period"), his or her initial probationary period  
12 shall terminate twelve (12) months from the date the employee began work in the classification  
13 from which he or she was promoted. The promotion has no effect on the initial probationary  
14 period. The promotional probationary period extends six (6) months from the date of the  
15 promotion or until the end of the initial probationary period, whichever is later. During the initial  
16 probationary period, an employee may be terminated without just cause or appeal regardless of  
17 promotion. If an employee is terminated from his or her promotional position after completing his  
18 or her initial probationary period, he or she has return rights to the classification from which he or  
19 she promoted unless dismissed for just cause.

20 **XIII. Regular employee:**

21 An employee who has passed the initial probationary period in effect at the time of his or  
22 her appointment, and has been employed by the County continuously since passing the  
23 probationary period. In addition, the following are deemed to be regular employees:

24 **A.** An employee who passed the initial one (1) year probationary period,  
25 terminated employment, and has been reinstated.

26 **B.** A non-probationary employee who has been transferred to the County by  
27 intergovernmental agreement under ORS 236.610 through 236.650.

28 **XIV. Temporary employee:**

29 An employee whose appointment is uncertain due to an emergency workload, absence  
30 of an employee or because of a short-term need for a skill or ability. A temporary appointment  
31 may be made for a period of up to six (6) months or one-thousand and forty (1040) hours within  
32 the preceding twelve (12) months. A temporary employee who has already worked one-thousand  
33 and forty (1040) hours may be appointed within the same twelve (12) month period to another  
34 position typically by a different Department, following a break in County service lasting fifteen (15)  
35 days or longer. A temporary employee may be re-appointed to a different position when an  
36 unforeseen circumstance requiring the employee's services arises shortly after the termination of  
37 one appointment, even when the break in service is limited. Temporary employees may be  
38 terminated at any time and have no appeal rights within the County.

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**ARTICLE 3**  
**RECOGNITION**

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**I. Definition of the Bargaining Unit**

The County recognizes Local 88, AFSCME, hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, fringe benefits, and working conditions for all employees in the County classified service as set forth in MCC Chapter 9 except those specifically excluded below. This unit shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

- A. Temporary employees
- B. On-call employees whose appointment is intermittent, irregular or is normally less than half-time
- C. Employees certified to another bargaining unit
- D. Supervisory and confidential employees as defined by ORS 243.650, and such others as mutually determined by the parties
- E. Professional employees, limited to physicians, dentists, pharmacists, attorneys (including law clerks), and chaplains, or as mutually determined by the parties
- F. Managerial and administrative employees, including employees not excluded as professional, confidential or supervisory as defined above, but employees who were determined to constitute a community of interest distinct from the bargaining unit as mutually determined by the parties, including: HR Technicians, HR Analyst 1s and 2s in Risk Management/Benefits; 1 Finance Specialist 2 in the Payroll unit; the HR Technician in DCM HR; the HR Technician in DCHS HR; the HR Technician in the Health Department HR; and 1 HR Analyst 2 in Risk Management/Worker's Compensation.
- G. Elected officials and their directly appointed staff.

**II. Disputes Concerning Existing Classifications or Positions in Section I above**

Except for the special provision for reviewing newly created, modified or existing classifications or positions, any challenges regarding the inclusion or exclusion of such classifications or positions shall be referred to the Oregon Employment Relations Board for determination.

**III. Disputes Concerning Newly Created Classifications or Positions**

In the event of disagreement as to the status of newly created or modified classifications or positions, determination of status shall be in accordance with unit clarification procedures as provided by Oregon law. To minimize the possibility of such disputes, when a new non-bargaining unit classification is created, or when a new position is exempted from a classification otherwise represented by the Union, written notice will be sent to the Union to include the reason for exemption.

**IV. Disputes Concerning Compensation for Classifications or Positions**

1 **allocated to the bargaining unit pursuant to II or III above**

2           Should a new classification be allocated to the bargaining unit, and the parties  
3 are unable to mutually agree on the compensation for the classification such dispute shall  
4 be resolved pursuant to the provisions of Article 15.

5 **V. Temporary List**

6           The County shall, on a monthly basis, provide the Union with a list of temporary  
7 and on-call employees setting forth the job title, rate of pay, organization code, and date of  
8 hire and such other relevant information as may be reasonably obtained from the County's  
9 personnel database.

10 **VI. Certification of Union Officers**

11           The President of Local 88, or his or her designee, shall on a quarterly basis,  
12 provide the County with a written list of the current Union officers and Stewards  
13 responsible for contract administration.

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**ARTICLE 4**  
**MANAGEMENT RIGHTS**

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The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the departments, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, to establish work schedules and to assign work, and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

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**ARTICLE 5  
UNION SECURITY, REPRESENTATION  
AND BUSINESS**

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**I. Rights of Bargaining Unit Employees**

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Union activities.

**II. Union Security and Check-off**

**A. Deduction of Union Dues and Fair Share Service Fees**

**1. Amount deducted each payroll period**

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement as applicable:

**a. Union dues**

One half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

**b. Fair share service fee**

One half (.5) of a monthly Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Union within thirty (30) days of initial regular appointment to a bargaining unit position.

**2. Administration and use of Fair Share Service Fees**

The Fair Share Service Fee shall be applied solely to defraying the cost of negotiations and contract administration. The process for determining the amount of the Fair Share Service Fee deduction, accountancy requirements for funds collected, limitations on the use of such funds, and any requirements for refund, shall all be in accordance with the requirements of state and federal law.

**3. Authorization and certification of dues and Fair Share Service Fees**

Deduction of membership dues must be authorized in writing on the form provided by the Union. The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the County by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President or their designee, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

**4. Religious objections to payment of dues and Fair Share Service Fees**



1                   The Union expressly agrees that it will safeguard the rights of  
 2 non-association of employees, based upon bona fide religious tenets or teachings of a  
 3 church or religious body of which such employee is a member. Any such employee shall  
 4 pay an amount equal to regular union dues through the Union to a non-religious charitable  
 5 organization exempt from taxation under 501(c)(3) of the Internal Revenue Code, or other  
 6 charitable organization mutually agreed upon by the employee making such payment and  
 7 the Union. The employee will make payment through the Union on a monthly basis. The  
 8 Union will forward the payment to the agreed upon charity, and provide the employee with  
 9 a copy of the forwarding letter.

10                   **5. Appointment to excluded positions**

11                   Deductions for Fair Share Service Fees and Union dues shall  
 12 cease beginning with the pay period following an employee's regular appointment to a  
 13 position which is excluded from the bargaining unit.

14                   **6. Monthly listing of new and terminated employees**

15                   The County agrees to furnish the Union by the 10th of each  
 16 month a listing of the following:

17                   **a.** All new bargaining unit employees hired during the  
 18 previous month and of all employees who terminated during the previous month. Such  
 19 listing shall contain the names of the employees, along with their department, division and  
 20 section, job classification, base pay, date of birth, full-time/part-time status, number of  
 21 scheduled hours, County and Classification seniority dates, work phone number and email  
 22 address, work location, and home mailing address.

23                   **b.** All bargaining unit members. Such listing shall contain the  
 24 names of the employees, along with their department, division and section, job  
 25 classification, base pay, date of birth, fulltime/part-time status, number of scheduled hours,  
 26 County and Classification seniority dates, work phone number and email address, work  
 27 location and home mailing address.

28                   **c.** All bargaining unit members who are fair share. Such  
 29 listing shall contain the names of the employees, department, division and section, job  
 30 classification, County and Classification seniority dates, work phone number and email  
 31 address, and work location.

32                   **d.** Listing of all other County employees. Such listing shall  
 33 contain the names of the employees, department, division and section, and job  
 34 classification.

35                   **B. AFSCME PEOPLE Deductions**

36                   To the extent allowable by law, employees may authorize payroll  
 37 deductions for the AFSCME PEOPLE (Public Employees Organized to Promote  
 38 Legislative Equality) by submitting the form provided by the Union to Central Payroll. The  
 39 County agrees to provide the Union by the tenth (10<sup>th</sup>) of each of month a listing of  
 40 employees that are making PEOPLE contributions and amount deducted per employee.

41                   **C. Defense and Indemnification of the County**

1                   The Union agrees that it will indemnify, defend and hold the County  
2 harmless from all suits, actions, proceedings or claims against the County or persons  
3 acting on behalf of the County, whether for damages, compensation, reinstatement, or any  
4 combination thereof, arising out of application of "Section II" of this Article. In the event  
5 any decision is rendered by the highest court having jurisdiction that any portion of  
6 "Section II" is invalid and/or that reimbursements must be made to any employees  
7 affected, the Union shall be solely responsible for such reimbursements.

8 **III. Union Representation**

9 **A. Contract Negotiations**

10                   1. The Union's Negotiating Team shall consist of not more than  
11 ten (10) members, nine (9) of whom may be employees. County employees participating  
12 in such negotiations will be allowed to do so without loss of pay. The Union and County  
13 may mutually agree to a different number of negotiating team members, appointing an  
14 equal number of representatives from labor and management.

15                   2. Observers and/or working staff sponsored by the Union or  
16 County may be in attendance with the negotiating teams. Such attendance for the Union  
17 by a bargaining unit employee shall be on the employee's own time, unless otherwise  
18 mutually agreed.

19                   3. Resource people may be called upon to make statements and  
20 answer questions at the negotiating meetings, but will not be permitted to be present after  
21 their statement and any questions are concluded. Such attendance for the Union by a  
22 bargaining unit employee shall be on the employee's own time unless otherwise mutually  
23 agreed.

24                   4. Prior to negotiations, representatives of the County's and the  
25 Union's Negotiating Teams will jointly establish any other necessary general negotiating  
26 ground rules.

27                   5. The County shall print enough copies of this Agreement for all  
28 employees in the bargaining unit. The County shall provide an electronic copy of the  
29 Agreement to the Union and post it to the County intranet and internet websites.

30 **B. Employee Relations Committee Meetings**

31                   To promote harmonious relations and to provide internal  
32 communications, the Union and the County will maintain an Employee Relations  
33 Committee consisting of a bargaining unit and a management representative from each  
34 department, an AFSCME representative, and representatives from the County Labor  
35 Relations Division. The Committee will establish regular quarterly meetings during normal  
36 working hours and will so schedule such meetings as far as practical to avoid disruptions  
37 and interruptions of work. Employees attending such meetings shall do so without loss of  
38 pay. The Committee shall discuss any matters pertinent to maintaining good  
39 employer-employee relationships.

40 **C. Grievances and Contract Administration**

41                   The Union is the exclusive representative of bargaining unit employees  
42 with respect to conditions of employment governed by this Agreement under the State of

1 Oregon Public Employees Collective Bargaining Act. (See Article 18, "Section IV.A" on  
2 attorneys and on the role of Stewards in processing grievances.)

3 **D. Communication with Bargaining Unit Members**

4 **1. Bulletin boards**

5 The County agrees to furnish and maintain suitable bulletin  
6 boards in convenient places in each work area to be used by the Union. The Union shall  
7 limit its postings of notices and bulletins to such bulletin boards. All postings of notices  
8 and bulletins by the Union shall be factual in nature and shall be signed and dated by the  
9 individual doing the posting.

10 **2. Use of county computers for E-Mail and internet**  
11 **connections related to Union business**

12 **a.** County communication systems may be used for  
13 Union business involving electronic communications or Internet connections in the  
14 following circumstances, but only when such use is also in conformance with the other  
15 requirements of this Agreement, specifically to include the provisions of Article 18,  
16 "Section IV.B.2.a", which require that Stewards make every effort to avoid disruptions and  
17 interruptions of work.

18 **i.** When such use is de minimis and  
19 incidental, such as arranging a meeting with a fellow shop Steward or the Staff  
20 Representative, or for accessing an electronic copy of the union contract.

21 **ii.** For the purpose of conducting an  
22 investigation of a grievance, such as individual inquiries to co-workers.

23 **iii.** For the purpose of interacting with the  
24 County's representatives concerning Union-County business, such as setting dates for  
25 County-Union meetings, making inquiries regarding grievances, etc.

26 **iv.** On the employee's own time, for the  
27 purposes of utilizing a link on the MINT, or its successor, to reach a Union internet site.  
28 Any use of such sites will comply with County Personnel Rules and shall exclude blogging,  
29 use of chat rooms, instant messaging or other live person to person electronic  
30 communication, and political activities as prohibited by law.

31 **v.** For authorized Union officials only, and on  
32 such employee's own time, for the purpose of posting messages on the internet site  
33 provided for in (4) above.

34 **vi.** The Local 88 President or designee may  
35 use the County's electronic communication systems for the purpose of communicating  
36 with Local 88 members. All such communications shall comply with County Personnel  
37 Rules. Communications that are sent to employees within a single Department shall be  
38 approved by the Department Director or designee prior to distribution. Communications  
39 that are distributed to employees in more than one Department shall be approved by the  
40 director of Central Human Resources or Labor Relations prior to distribution. Examples of  
41 such communications may include, but are not limited to: meeting announcements; Union

1 elections and ratification votes; Union appointments; bargaining updates prior to impasse;  
2 seniority lists; and miscellaneous surveys.

3 **b.** The uses cited in "Subsection a" above may continue  
4 only to the extent that they are at no additional cost to the County, and are contingent on  
5 the continued use of the cited computers, internet connection, intranet connection, etc. for  
6 other County purposes. The content of any and all communications using the County  
7 computer system is not privileged and may be subject to County review.

8 **c.** Access to the MINT by any individual outside the  
9 County raises major issues of policy related to privacy, security and cost. Therefore, the  
10 Union business agent may have such access only if:

11 **i.** Access is approved by the County's Chief  
12 Information Officer, and subject to restrictions imposed by him or her; and

13 **ii.** All costs associated with making access  
14 available and with maintaining it are borne by the Union.

15 **E. Union Business**

16 There are three forms of Union Business Leave.

17 **1. Union Business Leave (County Paid Time) :**

18 Union Business Leave that is considered County Paid Time includes  
19 functions that are considered County/Union joint functions such as negotiations;  
20 committees that are joint County/Union committees such as labor/management  
21 committees, Benefits Committee, Compensation Committee; duties as a Steward as  
22 defined in this agreement and such other Union Business (County Paid Time) that are  
23 mutually agreed between the parties. County employees participating in such activities  
24 will be allowed to do so without loss of pay.

25 **2. Union Business Leave (Union Reimbursable Time) :**

26 Any bargaining unit member selected by the Union to  
27 participate in a Union activity as defined below shall be considered in Union Business  
28 Leave (Union Reimbursable Time) status and shall be granted such paid leave not to  
29 exceed twenty (20) working days per fiscal year, per member. An additional sixteen (16)  
30 working days of paid Union Reimbursable Time leave shall be granted upon request to  
31 any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME  
32 activities. Additional paid time may be granted by mutual agreement of the parties.

33 Union Business (Union Reimbursable Time) addressed in this  
34 section would pertain to such activities as contract administration - such as time to cover  
35 for staff replacement, time to attend training conferences such as arbitration/grievance  
36 training; and time off to prepare for negotiations; Officers/Delegates Duties – such as  
37 attending AFSCME International Convention, Oregon AFSCME Council 75 convention,  
38 AFL-CIO Convention; Conferences/Other – Women's Convention, appointment to  
39 AFSCME or other Union Board seat or committee; and other mutually agreed activities  
40 that would qualify for Union Business (Union Reimbursable Time).

41 Written notice of such time away from work shall be given to  
42 the affected employee's immediate supervisor and to the County Labor Relations Manager

1 five (5) working days in advance. The Union will make every effort to avoid disruptions of  
 2 work. The Union shall reimburse the County for one hundred percent (100%) of the  
 3 affected employees salary and fringe benefits (including pro-rata cost of workers  
 4 compensation premiums, but excluding indirect administration or overhead charges) for  
 5 straight time spent on Union activities conducted during regularly scheduled working  
 6 hours. The County shall submit a monthly statement to the Union itemizing the amount of  
 7 the Union's reimbursement obligation, and may directly withdraw the amount required from  
 8 a fund maintained with the County. Funds for this purpose shall be maintained in a  
 9 separate interest-bearing account with an initial balance of twenty-two thousand dollars  
 10 (\$22,000) to be replenished within ten (10) days upon notice from the County Labor  
 11 Relations Manager whenever the amount falls below two thousand five hundred dollars  
 12 (\$2,500). If the County incurs liability arising from the activities of a member engaged in  
 13 Union Business during such reimbursed time, the Union further agrees to reimburse the  
 14 County for losses caused by such activities, to the extent that such losses are attributable  
 15 to the acts of the employee receiving continued compensation pursuant to this section. In  
 16 the event of a dispute over the causation or amount of loss attributable to the actions of  
 17 Union agents, the parties agree to arbitrate such dispute under Article 18.III step 4, unless  
 18 such arbitration is inconsistent with the provisions of any applicable third-party insurance  
 19 indemnification agreement, or unless binding arbitration might jeopardize the availability of  
 20 coverage by a third-party insurer. County employees participating in such activities will be  
 21 allowed to do so without loss of pay.

22 3. **Union Business (Unpaid) Leave:**

23 Employees selected by the Union for such activities that are considered political  
 24 activities including political training, conferences, committees, or appointments, and time  
 25 off to work on an election race are considered Union Business (Unpaid) Leave.  
 26 Employees requesting such time off under this section would be governed by the notice  
 27 requirements and time limits, unless mutually agreed otherwise, of Union Reimbursable  
 28 Time.

29 **F. Union Business Leave – Employment Status:**

30 Employees in Union Business Leave County Paid time and Union Reimbursable  
 31 time shall be treated as in paid leave status regarding accrual of benefits such as vacation,  
 32 sick leave, Health and Welfare, pension or any other benefit granted employees in paid  
 33 leave status.

34 During Union Reimbursable Time, the employee shall not be eligible for County workers  
 35 compensation benefits arising out of an injury or illness occurring during the leave from the  
 36 County.

37 **G. Visits by Union representatives**

38 The County agrees that accredited representatives of the American Federation of  
 39 State, County and Municipal Employees, AFL-CIO, whether local Union representatives,  
 40 Staff Representatives, or International representatives, upon reasonable and proper  
 41 introduction, shall have reasonable access to the premises of the County at any time  
 42 during working hours to conduct Union business. The Union agrees that such visits will

1 cause no disruptions or interruptions of work.

2 **IV. Technology, the Union and the Work Place**

3 The use of information technology in the work place will be consistent with  
4 federal and state laws, county policies and rules for public records, ethics and conduct of  
5 employees, and Multnomah County Personnel Rules, including but not limited to, rules 3-  
6 35 Use of Information Technology, 3-36 Social Media, and 3-37 Cellular Devices.

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**ARTICLE 6**  
**NO STRIKE OR LOCKOUT**

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**I. No Strike**

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized.

**II. Crossing of Picket Lines**

Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line:

**A.** when directed to perform work which does not properly fall within the scope and jurisdiction of this bargaining unit; or

**B.** when the employee has attempted to cross the picket line, contacted the supervisor requesting assistance in passage through the picket line, and such assistance was not provided.

**III. Employee Disciplinary Action**

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement, unless "Section II.A." or "Section II.B." above is applicable.

**IV. No Lockout**

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

**V. Informational Picketing**

Nothing in this Article shall be construed to prohibit informational picketing. Such informational picketing shall not stop and/or disrupt work of County employees and officials at any time, and picketing shall be prohibited in all County owned, rented or leased facilities and County meetings, including but not limited to Multnomah County Board Rooms/Meetings and County offices.

Employees engaged in informational picketing shall be subject to the work rules of the County organization to which they are assigned.

**ARTICLE 7  
HOLIDAYS**

**I. Holidays**

**A. Recognized and Observed Holidays**

The following days shall be recognized and observed as paid holidays (subject to "Section B" below):

1. Any day so declared by the Board of County Commissioners, the District Attorney, and the Sheriff.

2. New Year's Day (January 1st)

3. Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)

4. Presidents' Day (3rd Monday in February)

5. Memorial Day (last Monday in May)

6. Independence Day (July 4th)

7. Labor Day (1st Monday in September)

8. Veterans' Day (November 11th), except for Library employees.

9. Thanksgiving Day (4th Thursday in November)

10. Christmas Eve Day - **Library employees only.** (See Addendum F for the dates on which the Christmas and New Year holidays will be observed by the Library Department.)

11. Christmas Day (December 25th) or, with approval of the supervisor, this day may be traded for any other holiday during the fiscal year, provided the employee uses paid leave for or works on December 25.

12. Eight (8) hours to be used between Thanksgiving and New Year's, or for any religious or floating holiday during the fiscal year, provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines that holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time. The eight (8) hours of leave shall be prorated for part-time employees based on their normal FTE.

To be eligible for pay on an observed holiday, an employee must be in pay status both on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

**B. Hours of Paid Leave on Observed Holidays**

The provisions of this subsection do not apply to "the religious or floating holiday" leave.

**1. Full-time employees on a regular work schedule**

Employees working five (5) eight (8)-hour shifts per week shall be entitled to eight (8) hours of leave; employees working four (4) ten (10)-hour shifts per week shall be entitled to ten (10) hours of leave. Employees working nine-eighty's (9-80s) shifts shall be entitled to nine (9) hours of leave.





1 **B. Full-time Employees Working Fewer Than Five (5) Work Days per Week:**

2 1. If a holiday falls on an employee's first or second scheduled  
3 day off, the preceding work day will be observed as that employee's holiday.

4 2. If a holiday falls on an employee's third or subsequent  
5 scheduled day off, the following work day will be observed as that employee's holiday.

6 **C. Part-time Employees:**

7 The dates designated in "Section I.A" above shall be deemed the  
8 observed holiday if the date falls on an employee's regular day of work. Otherwise, the  
9 employee shall be credited with Saved Holiday time for the holiday leave to which he or  
10 she would have been entitled.

11 **D. Leave:**

12 If the employee works other than day shift, "Religious or Floating  
13 Holiday Leave" holiday time shall be taken preceding or following the scheduled time off  
14 for the holiday at employee's discretion with supervisor's consent; provided that if the  
15 supervisor determines that holiday usage on either date is impracticable, the employee  
16 shall be credited with the entitled number of hours of Saved Holiday time.

17 **III. Holiday Pay**

18 **A.** An employee required to work on an observed holiday will be  
19 compensated at one-and-one-half (1 ½) times his or her regular rate of pay for the hours  
20 worked during the observed holiday for which the employee was eligible for holiday leave.  
21 Any additional hours will be paid at the regular rate of pay. The employee will also be  
22 granted the number of hours of leave to which he/she was eligible. The employee may  
23 elect to accumulate such leave as Saved Holiday time subject to the provisions of "Section  
24 I" above, or be paid at the employee's regular rate of pay. The election must be submitted  
25 by the employee in writing to his or her immediate supervisor on the forms so provided.

26 **B.** Subject to supervisory approval, an employee whose regular day off  
27 falls on the officially observed holiday and whose observed holiday, pursuant to Section  
28 II.A-C above, falls on a regular work day, may voluntarily change the day of his/her  
29 observed holiday within the pay period in which the holiday falls, or may elect to be  
30 credited with saved holiday time in lieu of Section III.A above. All requests must be in  
31 writing and submitted to the employee's supervisor prior to the date on which the  
32 employee wishes to observe the holiday. Employees who voluntarily change the date of  
33 their observed holiday or take saved holiday time will be paid as if the holiday were taken  
34 on the observed day as provided for in Section II above and shall not be entitled to the  
35 additional compensation provided for in "Section III.A." above.

36 **C.** To be eligible for holiday pay as provided in "Section III.A" above,  
37 regular employees must be in pay status both on the employee's scheduled work day  
38 before and on the employee's scheduled work day after the observed holiday worked.

39 **IV. Holiday During Leave**

40 If an employee is on an authorized leave with pay when an observed holiday  
41 occurs, such holiday shall not be charged against such leave.

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**ARTICLE 8  
VACATION LEAVE**

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**I. Accrual**

Each regular employee shall accrue vacation leave from the first day of regular employment. Vacation leave shall be accrued in accordance with the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section II" below, and accrual balances shall be shown on the employee's check stub.

**II. Table of Vacation Accrual Rates**

1. <u>Years</u> of <u>Service</u>	2. <u>Hours Accrued</u> Per Pay Period	3. <u>Hours (Weeks) Accrued</u> Per Year by Forty Hour <u>Employees</u>	4. <u>Maximum</u> <u>Hours</u> <u>Accruable</u>
Less than 2	4.0	96 (2.4 wks.)	224
2 to 5	5.0	120 (3.0 wks.)	248
5 to 10	6.0	144 (3.6 wks.)	280
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

**A.** Accrual rates in Column 2 apply only to straight time hours worked or hours of paid leave. Employees who are not in pay status do not accrue vacation leave. Vacation accrual rates for employees who are not classified as full time employees and work fewer than forty (40) hours during the week will be pro-rated on an hourly accrual basis for hours worked during the pay period.

**B.** Years of service indicated in Column 1 are continuous County service years as defined in Article 21, Section II.

**C.** The figures in Columns 2 and 4 are approximations based on the accrual rates shown in Column 2.

1           **D.**       Accrual rates shown in Column(s) 2 and 4 incorporate two days (sixteen  
2 (16) hours) of leave which in previous contracts were allotted to employees as personal  
3 holidays.

4           **III.     Charging**

5           Vacation leave shall be charged in increments in accordance with the uniform  
6 time charging provisions of Article 13.

7           **IV.     Payoff Upon Termination or Death**

8           Unused vacation leave shall be paid to the employee at his or her regular rate of  
9 pay at the time of separation from service. In the event of an employee's death, unused  
10 vacation leave shall be paid to the employee's heirs at his or her regular rate of pay.

11          **V.     Use and Scheduling of Accrued Vacation**

12          Employees will be given reasonable opportunities to use their vacation time;  
13 however, employees' use of accrued vacation leave shall be subject to the needs and  
14 requirements of the County. Employees shall be permitted to select one or more vacation  
15 times. The method of vacation selection shall be in accordance with Memoranda of  
16 Agreement negotiated between the Union, Labor Relations and each Department and is  
17 incorporated herein by reference.

18          **VI.     Use of Accrued Vacation for Sick Leave and Other Purposes**

19          The requirements for using accrued vacation for sick leave and other purposes  
20 and the sequencing of such leave use, is specified in Article 9, "Section II.C".

21          **VII.    Use of Accrued Vacation for Emergencies and Preventative Health Care**

22           **A.     Use of Emergency Leave and Preventative Health Care Leave**

23          Employees may use up to twenty-four (24) hours of vacation leave each calendar year for  
24 personal emergencies and preventative health care appointments.

25           **B.     Emergency Leave**

26           1.       Emergency Leave may be used without prior supervisor  
27 approval, but management reserves the right to require verification that the employee has  
28 experienced an emergency situation.

29           2.       Employees using Emergency Leave shall follow the reporting  
30 of leave provisions found in Article 9.I.C. unless the onset of the emergency is within one  
31 (1) hour of the employee's scheduled reporting time, in which case the employee must call  
32 in as soon as possible.

33           **C.     Preventative Care**

34          Employees must provide their supervisor a minimum of two (2) weeks advance notice of  
35 an appointment qualifying as Preventative Care Leave.

36           **D.     Misuse and Failure to Properly Report**

37          Misuse of Emergency and Preventative Care Leave is cause for disciplinary action, and  
38 failure to follow the reporting provisions may result in loss of pay for the day(s) involved.

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**ARTICLE 9**  
**SICK LEAVE, FITNESS FOR DUTY,**  
**AND DISABILITY INSURANCE**

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**I. Paid Sick Leave**

**A. Definition and Allowable Use**

Sick leave is a leave of absence with pay which may only be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

**1. Specified others**

- a. Members of the employee's immediate household; or
- b. The employee's spouse, parents, or children as defined in the Federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c. The employee's grandparents, grandchildren or parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d. The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e. The children and parents of such domestic partner, defined as if the domestic partner was the employee's spouse.

**2. Covered health conditions**

- a. Any condition covered by FMLA or OFLA; or
- b. Any other illness, injury, or quarantine based on exposure to contagious disease; or
- c. Medical and dental appointments

**3. Parental leave**

Sick leave may be used by employees during Parental Leave as defined by FMLA and/or OFLA, except that the amount of leave taken by the other parent of the employee's child will not affect the amount of Parental Leave available to the employee.

**4. Occupationally related conditions**

Use of sick leave for occupationally related conditions is limited to the provisions of Article 12, Workers Compensation.

**B. Accrual**

Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked. Sick leave may be accrued on an unlimited basis.

**C. Reporting of Sick Leave**

An employee who has a position which requires a replacement during illness must notify the supervisor on duty in sufficient time (at least one (1) hour) before the beginning of his or her shift so that a replacement may be obtained. Other employees must notify their immediate supervisor, if available, or work site no later than fifteen (15)

1 minutes before their scheduled starting time. Failure to so report may result in loss of pay  
2 for the day involved.

3 **D. Use of Sick Leave During Leave**

4 Sick leave may not be used during the term of any unpaid leave of absence.  
5 Sick leave may not be used during vacation except when the employee notifies the  
6 supervisor of the interruption of his or her scheduled vacation and presents reasonable  
7 evidence of a bona fide illness or injury upon returning to work.

8 **E. Time Charging for Sick Leave**

9 Sick leave shall be charged in accordance with the uniform time  
10 charging provisions of Article 13.

11 **F. Saved Holiday Bonus for Limited Use of Sick Leave**

12 Employees who have worked full time for the entire preceding fiscal  
13 year are eligible to receive saved holiday time as a bonus incentive for low sick leave  
14 usage, as specified below:

15 1. Eligible employees who use no more than eight (8) hours,  
16 (does not include FMLA/OFLA) of sick leave in a fiscal year will receive sixteen (16) hours  
17 of saved holiday time for use after July 15 of the following fiscal year; those who use more  
18 than eight (8) hours, but no more than sixteen (16) hours of sick leave will receive eight (8)  
19 hours of saved holiday time. For example, an eligible employee who uses ten (10) hours  
20 of sick leave in the current fiscal year will receive eight (8) hours of saved holiday time for  
21 use after July 15 of the following fiscal year.

22 2. Use of saved holiday bonus time will be governed by the  
23 provisions of Article 7, "Section I.C.," specifically to include the provision requiring use in  
24 the same fiscal year in which it was accrued.

25 **II. Use and Misuse of Leave for Sick Leave Purposes**

26 **A. Counting Against FMLA, OFLA Entitlements**

27 Sick leave and any other forms of paid or unpaid leave used for FMLA  
28 and/or OFLA qualifying conditions, or absence due to a deferred or approved Workers  
29 Compensation claim based on such conditions, will be counted against an employee's  
30 annual FMLA and/or OFLA leave entitlements subject to the provisions of the law.

31 **B. Legitimate Use**

32 **1. Verification of use**

33 **a.** Pursuant to Multnomah County policy, Management must  
34 require the completion of a certification form by the employee's health care provider and  
35 any other verification required for under the provisions of the FMLA, OFLA, or their  
36 successors.

37 **b.** The County may require an employee to submit written  
38 medical certification of eligibility from a health care provider to receive sick leave benefit  
39 for any non-FMLA or non-OFLA condition under any of the following circumstances:

40 **i.** whenever the employee's absence exceeds three (3)  
41 consecutive work days for a given event;

42 **ii.** the employee has exhausted all sick leave;

1                                   iii. whenever the County can articulate reasonable  
2 cause to believe that a misuse or abuse of sick leave has occurred, including questionable  
3 usage, questionable patterns of usage or calling in sick on a previously denied day off,  
4 provided the employee has been previously notified by a supervisor or Human Resources  
5 representative that, due to such concerns, future verification may be required. Employees  
6 notified of such reasonable cause may be required to furnish certification as referenced  
7 above for each use of sick leave for a period not to exceed six (6) months following the  
8 notice;

9                                   iv. when the employee has called in sick five (5) or more  
10 times for separate events in any six (6) month period, regardless of how the time is  
11 charged and the employee has been notified by a supervisor or Human Resources  
12 representative that such verification will be required for a period up to six (6) months  
13 following the notice.

14                                   **2. Discipline**

15                                   Subject to the limitations of law, including but not limited to  
16 those of the FMLA, discipline may be imposed under the following conditions:

17                                   **a. Abuse of sick leave**

18                                   Misuse of leave, violation of orders, directives, or  
19 contractual requirements concerning the use of sick leave and other forms of leave used in  
20 lieu of sick leave are cause for disciplinary action.

21                                   **b. Use of accrued sick leave**

22                                   i. Use of accrued sick leave, without abuse of such  
23 leave, will not be cause for discipline.

24                                   ii. When the intermittent use of accrued sick leave or  
25 other paid or unpaid leave used in lieu of sick leave interferes significantly with an  
26 employee's ability to perform the duties of his or her job, management may do the  
27 following (subject to the requirements of law, including, but not limited to, the FMLA):

28                                   **(a)**           require the employee to take continuous  
29 leave; or

30                                   **(b)**           change the employee's work assignment for  
31 six (6) months or until use of intermittent leave ends, whichever comes sooner; in such  
32 cases the provisions of Article 22 will not apply.

33                                   **c. Excessive absenteeism**

34                                   The parties recognize that every employee has a duty to be  
35 reliably present at work, and that failure to confine sick leave usage to accrued and  
36 available sick leave raises the possibility of discipline for excessive absenteeism. Such  
37 cases, however, are subject to just cause review and require systematic examination of  
38 relevant factors, including but not limited to:

39                                   i. Any legal requirements, including, but not limited to  
40 those of the FMLA or the ADA.





1 reasonably of this determination. Following six (6) months of leave without pay, to  
 2 include time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall  
 3 be deemed permissive on the part of the County and if the employee's leave is not  
 4 extended, and the employee does not return to work, the employee will be deemed to  
 5 have resigned.

6 **2. Intermittent leave**

7 Intermittent leave without pay used in lieu of sick leave is not  
 8 subject to the six (6) month entitlement provided for above. When such leave significantly  
 9 affects an employee's job performance and is not subject to the requirements of law  
 10 (including but not limited to the FMLA), management may evaluate the employee's use of  
 11 leave according to the criteria of "Section B.2.c" above. Medical information as provided  
 12 for in "Section D.1" above may be required for the evaluation. After completing the  
 13 evaluation management may do one of the following:

14 a. Approve a similar pattern of intermittent use of unpaid  
 15 leave for a specified period followed by another evaluation; or

16 b. Put the employee on a work plan to manage the use of  
 17 leave without pay, followed by disciplinary action if the plan is not successfully completed;  
 18 or

19 c. Proceed with the disciplinary process.

20 **E. Use of Paid Leave in Counting FMLA/OFLA Eligibility**

21 Only actual hours worked will be counted when reviewing the number of  
 22 hours worked to determine if an employee meets the minimum hours worked eligibility  
 23 requirements to be covered under FMLA and/or OFLA. Paid time off (such as vacation  
 24 leave, sick leave, and comp-time taken) does not count toward FMLA and OFLA eligibility  
 25 requirements.

26 **F.** When an employee has been certified for continuous FMLA and/or  
 27 OFLA leave of three (3) months or less, the employee's position will only be filled on a  
 28 temporary basis during that period.

29 **III. Fitness for Duty**

30 The parties recognize that employees have the responsibility to report to work fit  
 31 for duty. To ensure such fitness, management may send employees for medical or  
 32 psychological examination when the supervisor reasonably believes that the employee is  
 33 not fit for duty or may be a danger to themselves or others. Any such examinations will be  
 34 at County expense.

35 **IV. Disability Insurance and Catastrophic Leave**

36 **A. Disability Insurance**

37 **1. Short term disability**

38 Any full-time employee covered by this Agreement may participate in  
 39 the short term disability insurance program developed by the Union and the County  
 40 (consistent with carrier contract(s)), the monthly premium to be paid individually through  
 41 payroll deduction.

42 **2. Long term disability**

1 a. All bargaining unit employees will be covered by a  
2 County-paid group long term disability insurance policy, the provisions of which will be the  
3 same as those in the UNUM group policy available to Multnomah County employees.

4 b. The County will pay for COBRA medical and dental  
5 insurance coverage for a period of up to six months beyond the month in which benefits  
6 would normally terminate for an employee with an approved long-term disability claim.  
7 Members must complete and return the COBRA enrollment form as required by law in  
8 order to receive premium payments by the County. However, employees who "opt out" of  
9 benefits coverage under the provisions of Article 11, "Section I.D" of this Agreement will  
10 not be eligible for continued County-paid coverage under this subsection.

11 c. If proposed by management and approved by the Union,  
12 changes in short term and long term disability insurance coverage will be put into effect.

13 **B. Catastrophic Leave Program**

14 The Parties recognize that a Catastrophic Leave Program has been  
15 implemented which allows the donation of vacation leave, compensatory time, and saved  
16 holiday time to ill or injured employees who have exhausted all paid leave. This program  
17 may be terminated only subject to the terms and conditions of the implementing  
18 Ordinance.

19 **V. Recall of Laid Off Employees**

20 Employees who were laid off from County employment or are serving in a  
21 temporary or on-call position following layoff will have their sick leave balance restored  
22 when they are recalled from layoff.

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**ARTICLE 10**  
**OTHER LEAVES**

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**I. Unpaid Leaves of Absence**

**A. Use of Leave**

Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's supervisor for any reasonable purpose. The sequencing of the use of all leaves, to include leaves of absence without pay, is specified in Article 9, "Section II.C". A separate standard for granting any leave of absence for sick leave purposes is specified in Article 9, "Section II.D". Any time spent on unpaid FMLA or OFLA leave shall be deducted from the six (6) month period specified above. Extensions of such leaves may be granted solely at the discretion of the supervisor.

**B. Failure to Return from Leave**

Except where otherwise provided by law, any employee who has been granted a leave of absence and fails to return to work within five (5) days after the expiration of said leave, shall be considered to have voluntarily resigned his or her position. However, if an employee provides evidence that he or she was unable to contact the County to request a leave extension on the date of, or subsequent to, the last day of the leave, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of Article 17, Disciplinary Action, in cases of absence without leave of less than five (5) days.

**II. Judicial Leave**

**A. Jury Duty**

1. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll. (Employees do not have to submit mileage and parking reimbursements.)

2. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on jury duty, provided that if an employee is required to work over, any time spent on jury duty shall not be considered time worked for calculating overtime liability.

3. An employee who is excused or dismissed from jury duty before the end of the day will report back to work if practicable.

4. An employee may be scheduled to work Monday through Friday, eight (8) hours per day, on day shift, for the duration of jury duty with less than ten (10) days notice. An employee may also be returned to his or her pre-jury duty schedule with less than ten (10) days notice after jury duty ends. There shall be no additional cost to the County or days off for an employee as a result of any such schedule change.

**B. Subpoenas**

1                                    1.        Time spent serving as a witness in State or Federal Court will  
2 be treated as time worked for pay purposes under the following conditions:

3                                    a.        The time served occurs during regularly scheduled  
4 working hours; and

5                                    b.        The employee is subpoenaed to testify; and

6                                    c.        The employee submits witness fees to Payroll upon  
7 receipt.

8                                    2.        Under no circumstances will employees be paid for time spent  
9 in a judicial proceeding or hearing in which they or their union is the plaintiff or the  
10 defendant, unless they are being defended and indemnified by the County for conduct  
11 occurring during the course of employment.

12                                    **C.        Merit System Council Hearings**

13                                    Time spent as a plaintiff or witness at a Merit System Council hearing will be  
14 treated as time worked to the extent that it occurs during regularly scheduled working  
15 hours.

16                                    **III.        Military Leave**

17                                    The County acknowledges its obligation under state and federal law to grant paid  
18 and unpaid leave for military training and service. Information about legally mandated  
19 military leave will be made available to employees upon request from the Department  
20 Human Resources unit.

21                                    **IV.        Bereavement Leave**

22                                    An employee shall be granted not more than three (3) days leave of absence  
23 with full pay in event of death in the immediate family or immediate household of the  
24 employee to make household adjustments or to attend funeral services. If such funeral is  
25 beyond three-hundred and fifty (350) miles, the employee shall be granted additional time  
26 for travel not to exceed three (3) additional days with pay. The amount of additional leave  
27 shall be at the discretion of his or her supervisor on the basis of the employee's travel and  
28 personal needs. With sufficient advance notice, bereavement leave days may be taken  
29 non-consecutively provided they are taken within thirteen (13) months from the date of first  
30 use.

31                                    For purposes of Bereavement Leave, an employee's immediate family shall be  
32 defined as the employee's spouse or domestic partner or the employee's, spouse's or  
33 domestic partner's:

- 34                                    **A:**        parents
- 35                                    **B.**        step-parents
- 36                                    **C.**        children
- 37                                    **D.**        step-children
- 38                                    **E.**        siblings
- 39                                    **F.**        step-siblings
- 40                                    **G.**        grandchildren
- 41                                    **H.**        grandparents
- 42                                    **I.**        brothers-in-law
- 43                                    **J.**        sisters-in-law

1 Immediate household shall be defined as any person residing at the employee's  
2 residence on a regular basis.

3 In relationships other than those set forth above, under exceptional  
4 circumstances, such leave of absence may be granted by the Department director, Sheriff,  
5 or District Attorney, or their designee(s), upon request. Employees may request additional  
6 bereavement leave in accordance with "Section I" of this article.

7 **V. Personnel Examinations/Interviews**

8 Employees shall be given paid time off for participating in County examinations  
9 and interviews for promotion, demotion, or transfer which occur during their regularly  
10 scheduled shift. However, paid time off will be restricted to examinations and interviews  
11 for five (5) positions per fiscal year.

12 **VI. Inclement Weather and Natural Disasters Policy**

13 The County reserves the right to establish policy with respect to attendance at  
14 work during inclement weather or a natural disaster, and further reserves the right to  
15 determine whether or not an event qualifies as such an event under the terms of any such  
16 policy. If such policy references "essential employees", a list of Local 88 represented  
17 positions and/or classifications from each Department who are so defined shall be  
18 provided to the Union annually. The list, however, is subject to change as the County  
19 reserves the right to determine which positions and/or classifications are essential  
20 employees. Any time an employee is unable to be at work as scheduled due to such an  
21 event, may, at the employee's discretion, be charged to:

- 22 **A.** Vacation leave
- 23 **B.** Saved holiday time
- 24 **C.** Compensatory time
- 25 **D.** Leave without pay

26 Provided, further, however, that an employee who attempts to get to work in such  
27 a County declared event, but is unavoidably delayed, shall not have time charged to one  
28 (1) of the above categories unless he or she is two (2) or more hours late, in which event  
29 all time late will be charged. The provisions of Article 13, "Section II, Right to  
30 Compensation for Regularly Scheduled Hours" will apply to instances in which employees  
31 report to work to a closed facility, or are otherwise specifically notified by the County that  
32 their facility is closed, and the employee is not reassigned.

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**ARTICLE 11**  
**HEALTH AND WELFARE**

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**I. Medical and Dental Benefits**

**A. Definitions and Contributions Toward Benefit Plan Premiums**

**1. Definitions**

**a. Full-Time Employees**

Employees who are regularly scheduled to work at least thirty-two (32) hours per week, or regularly scheduled to work at least thirty (30) hours per week on a ten (10) hour per day schedule.

**b. Part-Time Employees**

The following definitions will apply to Part-Time employees related only to Article 11, Section I Medical and Dental Insurance. These definitions do not apply to other sections or articles of the contract.

**i) Three-Quarter Time Employees**

Employees who are regularly scheduled to work at least thirty (30) hours but less than thirty-two (32) hours per week (however, not scheduled for three (3), ten (10) hours per day) are hereinafter referred to as Three-Quarter Time employees.

**ii) Half-Time Employees**

Employees who are regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per week are hereinafter referred to as Half-Time employees.

**2. Medical Benefit Plan Contributions**

**a. Full-Time Employees**

Effective January 1, 2012 each eligible Full-Time active, enrolled employee's monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

<b>Full-Time Employees</b>		
<b>Medical Plan</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
ODS Platinum Plan	93.25%	6.75%
Kaiser Medical Plan	95%	5%

**b. Three-Quarter Time Employees**

Effective January 1, 2012 each eligible Three-Quarter Time active, enrolled employee's monthly contribution for medical benefit plan

1 coverage (which includes vision and prescription coverage) will be calculated as a  
 2 percentage of the total monthly premium by tier as follows:

3

<b>Three-Quarter Time Employees</b>		
<b>Medical Plan</b>	<b>County Contribution</b>	<b>Employees' Contribution</b>
ODS Platinum Plan	75%	25%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	75%	25%
Kaiser Maintenance Medical Plan	90%	10%

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c. **Half-Time Employees**

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<b>Half-Time Employees</b>		
<b>Medical Plan</b>	<b>County Contribution</b>	<b>Employees' Contribution</b>
ODS Platinum Plan	50%	50%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

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d. Half-Time employees who enroll in the Kaiser Medical Plan will receive an additional fifty dollar (\$50) monthly premium subsidy provided by the County. This monthly premium subsidy will continue for the duration of the contract.

3. **Dental Benefit Plan Contributions**

a. Effective January 1, 2012 each eligible Full-Time active, enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium by tier as follows:

<b>Full-Time Employees</b>		
<b>Dental Plan</b>	<b>County Contribution</b>	<b>Employee Contribution</b>
ODS Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

19





1 c. Assessment of consolidation of the two lower-cost  
 2 plans available to Part-time employees ("ODS Major Medical Plan" and "Kaiser  
 3 Maintenance Medical Plan") into a single plan; and

4 d. Examine feasibility of designing a pro-rated benefit  
 5 plan premium-sharing structure linked to FTE.

6 **C. Premium Calculations**

7 For Kaiser Plans, the premium charges shall be the amount charged by  
 8 Kaiser to the County. For the ODS plans, the premium charges shall be calculated, using  
 9 sound actuarial principles, and include projected claim costs based on plan experience as  
 10 required by state regulations, IBNR expenses, Oregon Medical Insurance Pool  
 11 assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan  
 12 administration costs, and an appropriate trend factor selected to limit County contributions  
 13 and employee cost shares while providing adequate funding for plan operations.

14 If a government agency or other taxing authority imposes or increases a  
 15 tax or other charge upon the County's Medical and/or Dental benefit plans(s) or any  
 16 activity of the plan(s), the County may increase the appropriate premium(s) to include the  
 17 new or increased tax or charge.

18 **D. Employee Contribution**

19 Employee's contributions will be made through payroll deductions.  
 20 Enrollment in a County sponsored medical benefit plan coverage and associated  
 21 employee contribution is mandatory for employees who do not "Opt Out" of medical benefit  
 22 plan coverage.

23 **E. Opt-Out of Medical Plan Benefits**

24 1. Employees may elect to Opt Out of the County's medical  
 25 benefit plan coverage by making that election on their Benefit Enrollment form.  
 26 Employees making such election must provide proof of other group medical benefit plan  
 27 coverage in order to make the Opt Out election. Employees will not be eligible to change  
 28 their election until the County's official annual open enrollment period, unless the  
 29 employee experiences an IRS recognized family status change event that would allow a  
 30 mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

31 **2. Full-Time Employees Who Opt Out.**

32 Full-Time employees who Opt Out of medical benefit plan  
 33 coverage will receive a reimbursement paid by the County of two-hundred and fifty dollars  
 34 (\$250) (gross) per month.

35 **3. Three-Quarter Time Employees who Opt Out.**

36 Three-Quarter Time employees who Opt Out of medical benefit plan coverage will receive  
 37 a reimbursement paid by the County of one-hundred-eighty-seven dollars and fifty cents  
 38 (\$187.50) (gross) per month.

39 **4. Half-time Employees who Opt Out.**

40 Half-Time employees who Opt Out of medical benefit plan  
 41 coverage will receive a reimbursement paid by the County of one-hundred-twenty-five  
 42 dollars (\$125) (gross) per month.

1                   5.       Employees may also elect to decline dental plan coverage  
2 through the County. However, there is no reimbursement associated with declining dental  
3 coverage and no proof of other dental coverage is required. Employees will not be eligible  
4 to change this election until the County's official annual open enrollment period unless the  
5 employee experiences an IRS-recognized family status change event that would allow a  
6 mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

7                   **F.       Successor Plans and Carriers**

8                   In the event that any of the current benefit plans become unavailable,  
9 the County agrees to provide to affected employees a substitute plan for the same service  
10 delivery type, if available, at substantially the same or better benefit levels. If a plan or  
11 carrier is discontinued and no substitute plan is available of the same service delivery  
12 type, the employee will be offered the option to enroll in an alternative service delivery  
13 plan.

14                  If the County chooses to change from a plan or carrier which is still available, the  
15 County agrees that the overall existing level of benefits for each plan will not be reduced.

16                  **G.       Premium Reimbursement for Part-time Employees**

17                  1.       **Reimbursement Eligibility**

18                  Three-Quarter Time and Half-Time employees shall be eligible  
19 for premium reimbursement if they work the minimum required number of hours for each  
20 of at least four (4), but not more than twelve (12) consecutive pay periods. The four (4) or  
21 more pay periods used for calculation are considered a single qualifying block of time.  
22 The four (4) or more consecutive pay period block shall only be applied to one  
23 reimbursement request. Changes to a submitted reimbursement request will be  
24 considered only if a submitted payroll period is determined to be ineligible.

25                  2.       **Hours Required for Reimbursement**

26                  a.       For purposes of this calculation, Full-Time is defined as  
27 the total number of regular hours in a pay period for an employee scheduled to work  
28 Monday through Friday, eight (8) hours per day.

29                  b.       "Work" for purposes of this section is defined as regular  
30 hours worked, and any paid time such as holiday, vacation or sick time. It is recognized  
31 that an employee may occasionally and inadvertently work overtime hours while working  
32 additional shifts to qualify for a reimbursement. Therefore, a maximum of three (3)  
33 overtime hours in any pay period will be considered time worked for purposes of  
34 reimbursement calculations.

35                  c.       Hours required for Three-Quarter Time reimbursements  
36 and Full-Time reimbursements per pay period will be calculated according to the chart  
37 below.

1

Per Pay Period		
Total Regular Hours	Minimum Qualifying Hours	
Full-Time	Full-Time Reimbursements	Three-Quarter Time Reimbursements
	(Rounded to closest 15 minute increments)	
72	57.5	54
80	64	60
88	70.5	66
96	76.75	72

2

3

### 3. Reimbursement Options

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#### a. Full-Time Reimbursement

5

Three-Quarter Time employees and Half-Time employees may be eligible for Full-Time reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying hours for Full-Time reimbursements for all four (4) or more consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

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#### b. Three-Quarter Time Reimbursement

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Half-Time employees may be eligible for Three-Quarter Time reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying hours for Three-Quarter Time reimbursements for all four (4) or more consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

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#### c. Example

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A Half-Time employee works four (4) or more consecutive pay periods, two (2) pay periods at Three-Quarter Time and two (2) pay periods at Full-Time (see chart). The employee would be eligible to apply for a Three-Quarter reimbursement using these four (4) consecutive pay periods. The employee would not be eligible for a Full-Time reimbursement using these four (4) consecutive pay periods.

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d. Employees who elect the Kaiser Maintenance Plan will not be eligible for medical plan premium reimbursements.

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e. Employees who elect the Major Medical Plan will not be eligible for medical plan premium reimbursements.

26

27

f. Employees who elect to "Opt-out" and/or decline dental plan enrollment will not be eligible for premium reimbursement.

28

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g. Reimbursement payments will be made only upon written request submitted by the employee to the Employee Benefits Office within ninety (90) days of the last payroll period of eligible Full-Time or Three-Quarter Time work.

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1                   **H.        Retirees**  
2                   Provisions governing retiree participation in County medical and dental  
3 plans are in Article 16, "Section VI".

4                   **I.        Default Enrollment**  
5                   1.        Effective January 1, 2012, new Full-Time employees who fail  
6 to submit a timely application to Opt Out or enroll into the medical and dental benefit plans  
7 described in Section A will be enrolled by default in the County's Platinum plan and ODS  
8 Dental plan, with employee only coverage. Eligible dependents of such employees may  
9 be enrolled in the default plans if the employee submits application requesting dependent  
10 enrollment within fifteen (15) days of date default enrollment is issued.

11                  2.        New Three-Quarter-Time and Half-Time employees who fail to  
12 submit a timely application to Opt Out or enroll into the medical and dental benefit plans  
13 described in Section A above will be enrolled by default in the County's Major Medical  
14 plan, with employee only coverage. Eligible dependents of such employees may be  
15 enrolled in the default plan if the employee submits application requesting dependent  
16 enrollment within fifteen (15) days of date default enrollment is issued.

17                  **J.        Eligible Dependents (Enrollment & Termination of Enrollment)**

18                  1.        Spouses and domestic partners  
19                  a.        Definitions

20                           i.        A "spouse" is a person to whom the  
21 employee is married under Oregon law.

22                           ii.       A "domestic partner" is a person with whom  
23 the employee:  
24                                   (a)       Jointly shares the same  
25 permanent residence for at least six (6) months immediately preceding the date of signing  
26 an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so  
27 indefinitely, or if registered with the Multnomah County partnership registry or State of  
28 Oregon Domestic Partner registry, the six (6) month waiting period is waived; and

29                                   (b)       Has a close personal relationship;  
30 and

31                                   (c)       In addition, the employee and the  
32 other person must share the following characteristics:

33   (1)       Are not legally married to  
34 anyone;

35   (2)       Are each eighteen years  
36 of age or older;

37   (3)       Are not related to each  
38 other by blood in a degree of kinship closer than would bar marriage in the State of  
39 Oregon;

40   (4)       Were               mentally  
41 competent to contract when the domestic partnership began;

42   (5)       Are each other's sole

1 domestic partner;

2 (6) Are jointly responsible for  
3 each other's common welfare including "basic living expenses" as defined in the Affidavit  
4 of Marriage or Domestic Partnership.

5 **b. Enrollment of Spouse/Domestic Partner**

6 Employee may enroll spouse or domestic partner in  
7 County medical and dental plans upon completion of the County's Affidavit of Marriage or  
8 Domestic Partnership and applicable enrollment forms. Enrollment times and other  
9 procedures for administration of the medical and dental benefit plans shall be applied to  
10 employees with domestic partners in the same manner as to married employees to the  
11 extent allowed by the law. Spouse or domestic partner must be enrolled in the same plan  
12 as the employee.

13 **2. Children**

14 **a. Definition**

15 **"Eligible children" includes:**

16 i. any biological or adoptive child of the  
17 employee or employee's spouse/domestic partner, who is under the age of twenty-three  
18 (23); or

19 ii. any biological or adoptive child of the  
20 employee or employee's spouse/domestic partner who is between the ages of twenty-  
21 three (23) and twenty-six (26) and is not eligible for health plan coverage offered through  
22 the child's own employment or through the employment of the child's spouse/domestic  
23 partner; or,

24 iii. a court appointed ward of the employee or  
25 employee's spouse/domestic partner to the age of majority [most commonly age eighteen  
26 (18)] or to the age stipulated in the court documents but not to exceed age twenty-six (26);  
27 or

28 iv. anyone under the age of twenty-six (26) for  
29 whom the employee is required by court order to provide coverage, or

30 v. the newborn children of an enrolled,  
31 unmarried, eligible child of the employee or employee's spouse/domestic partner  
32 (grandchild of employee) if:

33 (a) the parent child is under age  
34 twenty-three (23) at the time of the grandchild's birthday, and

35 (b) both parent and grandchild reside  
36 with the County employee

37 Grandchild's eligibility for coverage ends  
38 upon the parent child's twenty-third (23<sup>rd</sup>) birthday or marriage date, whichever occurs first,  
39 unless the County employee has legal custody of the grandchild.

40 vi. An eligible dependent enrolled under  
41 employee's County sponsored health plan, who becomes permanently disabled prior to  
42 their twenty-sixth (26<sup>th</sup>) birth date, may be eligible for continued health plan coverage after

1 reaching the usual maximum dependent age of twenty-six (26). Employees with a  
 2 dependent child in this situation should contact the County Employee Benefits Office three  
 3 (3) months prior to child's twenty-sixth (26<sup>th</sup>) birth date to initiate the eligibility review  
 4 process.

5 **b. Enrollment of Dependent Children**

6 Employee may enroll eligible children in County  
 7 medical and dental benefit plans upon completion of the County's applicable enrollment  
 8 forms. Children must be enrolled in the same plans as the employee.

9 **c. Taxability of Dependent Health Plan Coverage**

10 Health plan coverage provided to domestic partners,  
 11 children of domestic partner, and/or other dependents who do not meet IRS Child,  
 12 Qualified Child, or IRS Qualified Relative requirements is subject to imputed income tax on  
 13 the value of the coverage in accordance with IRS regulations.

14 **3. Termination of Dependent Health Plan Coverage**

15 Written notice from the employee upon termination of marriage  
 16 or domestic partnership or any other change in dependent eligibility is required.  
 17 Employees are responsible for timely reporting of any change in the eligibility status of  
 18 enrolled dependent family members to the County Employee Benefits Office.

19 **a.** To protect COBRA rights, employees must notify  
 20 Employee Benefits Office of the dependent's status change within sixty (60) days of the  
 21 qualifying event. Federal law shall govern COBRA eligibility for disqualified dependents.

22 **b.** Employees whose marriage or domestic partnership  
 23 ends must complete, sign, and file with the Employee Benefits Office a copy of the  
 24 statement of Termination of Marriage/Domestic Partnership and a Benefit change form to  
 25 report the event.

26 **c.** Employees must remove from coverage a child who  
 27 has become ineligible by completing a Benefit Change form and submitting the completed  
 28 form to the Employee Benefits Office.

29 **d.** Employees who fail to remove an ineligible spouse,  
 30 domestic partner, or child within sixty (60) days of the qualifying event and have not  
 31 elected to purchase COBRA coverage for the terminated dependent will be required,  
 32 retroactive to the coverage end date, to reimburse the County sponsored health plan for  
 33 claims incurred and paid while the former spouse, partner, or child remained enrolled for  
 34 coverage but was no longer an eligible dependent.

35 **e.** Dependent health plan coverage ends on the last  
 36 day of the calendar month in which the termination event occurs. Examples:

Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of Oregon State registered domestic partnership	End of month dissolution of partnership became final
Dissolution of domestic partnership initiated by	End of month that partner moved out of

Affidavit or Multnomah County registry	shared residence
Child reaches maximum dependent age	End of month that maximum age birth date occurs

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**K. When Benefits Coverage Begins and Ends**

**1. Coverage for new employees**

**a. Medical and Dental Benefits**

The employee and eligible dependents will be covered by medical and dental benefits the first (1<sup>st</sup>) day of the month following hire, provided the employee has submitted completed enrollment form and other required documents to the Employee Benefits office prior to that date. Employees who submit an enrollment form after the first (1<sup>st</sup>) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1<sup>st</sup>) day of the month following date completed enrollment forms are received by Employee Benefits Office. Employees who do not submit an enrollment form within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1<sup>st</sup>) day of the month following thirty-one (31) days of employment.

**2. Benefits coverage for terminating employees**

**a. Retirees**

**i. County-subsidized coverage**

Benefits options for retirees are provided for in Article 16, "Section VI".

**ii. Continuation of coverage through**

**COBRA**

Retirees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

**b. Other terminating employees**

**i. County sponsored coverage**

County sponsored medical and dental benefit plan coverage ends based on the employees last regularly scheduled working day in pay status:

<u>Last Day in Paid Status</u>	<u>Coverage Ends</u>
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

Example: Employee A's last working day in paid status is July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B's last working day in paid status is July 16. Employee B's County sponsored health plan coverage will end August 31. Employee B will have additional cost shares deducted from final paychecks to cover the cost shares for August coverage.

**ii. Continuation of coverage through**

1 **COBRA**

2 Terminating employees may purchase  
3 continued coverage under County medical and dental benefits plans on a self-pay basis as  
4 mandated by law.

5 **3. Employees on unpaid leaves of absence**

6 **a. Leaves of less than thirty (30) days**

7 Employees' benefit plan coverage will not be affected  
8 by unpaid leaves of absence of less than thirty (30) days duration. Unpaid cost shares will  
9 be recovered from employee when employee returns to paid status.

10 **b. FMLA and OFLA Leaves**

11 **i.** The County will contribute toward medical  
12 and dental benefit plan coverage during unpaid approved FMLA leave as required by law.  
13 Unpaid cost shares will be recovered from employee when employee returns to paid  
14 status.

15 **ii.** If the employee remains on unpaid leave for  
16 more than thirty (30) days after FMLA leave is exhausted, the leave will be treated as an  
17 unpaid leave of absence per "Subsection c.i" below, except that the last day of FMLA  
18 leave will be deemed the employee's last day in pay status.

19 **iii.** During unpaid OFLA leave only, the County  
20 will not contribute toward medical or dental benefit plan coverage.

21 **c. Non-FMLA Unpaid Leaves**

22 **i. Lapsing of County-subsidized coverage**

23 Lapsing of County-subsidized coverage  
24 occurs after passage of thirty (30) day leave period. Thirty-first (31<sup>st</sup>) day of leave with  
25 unpaid status triggers loss of health plan coverage. If thirty-first (31<sup>st</sup>) day of unpaid non-  
26 FMLA leave occurs:

<b><u>31<sup>st</sup> Day of Unpaid Non-FMLA Leave</u></b>	<b><u>Coverage Ends</u></b>
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

27  
28 **Example:** Employee A goes on non-FMLA unpaid leave effective July 15. Leave period  
29 exceeds thirty (30) days. Thirty-first (31<sup>st</sup>) day of unpaid leave is August 14. Employee A's  
30 County sponsored health plan coverage will end August 31. Employee B goes on non-  
31 FMLA unpaid leave July 18. Unpaid leave period exceeds thirty (30) days. Thirty-first  
32 (31<sup>st</sup>) day of unpaid leave is August 17<sup>th</sup>. Employee B's County sponsored health plan  
33 coverage will end September 30.

34 **ii. Continuation of Coverage through**

35 **COBRA**

36 Employees may continue to purchase coverage  
37 under County medical and dental benefits plans on a self-pay basis as mandated by law.

38 **iii. Benefits Coverage upon return from a**

39 **leave**



1 (a) Employees returning from a leave  
 2 of absence without pay during the same plan year will be reinstated to the same medical  
 3 and dental benefit plans (or successor plans) they had when they left County employment.  
 4 If they return from leave the first (1<sup>st</sup>) day of the month, coverage will be in effect upon their  
 5 return from leave; otherwise, coverage will be in effect the first (1<sup>st</sup>) day of the month  
 6 following their return from leave.

7 (b) Employees returning from unpaid  
 8 non-FMLA leave in a new plan year may enroll in different plans within thirty-one (31) days  
 9 of their return. Such employees must complete a health plan enrollment form upon their  
 10 return to work. If enrollment forms are received on the first (1<sup>st</sup>) day of the month, the  
 11 changed coverage will be effective that day; otherwise, coverage will be in effect the first  
 12 (1<sup>st</sup>) day of the month following receipt of the completed enrollment forms by the County  
 13 Employee Benefits Office.

## 14 **II. Other Benefits**

### 15 **A. Flexible Spending Accounts**

#### 16 **1. Medical expenses**

17 To the extent permitted by law, Medical Expense  
 18 Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and  
 19 un-reimbursed medical, dental, and vision expenses with pre-tax wages, will be available  
 20 according to the terms of the Multnomah County Medical Expense Reimbursement Plan  
 21 number 504.

#### 22 **2. Dependent care expenses**

23 To the extent permitted by law, Dependent Care Assistance  
 24 Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax  
 25 wages, will be available according to the terms of the Multnomah County Dependent Care  
 26 Assistance Plan number 502.

### 27 **B. Life Insurance**

28 The County agrees to provide each employee covered by this  
 29 Agreement with term life insurance in the amount of thirty-thousand dollars (\$30,000). Any  
 30 increases to the County provided coverage are subject to the terms of the insurance  
 31 contract.

32 Employees may purchase supplemental term life insurance coverage  
 33 for themselves, their spouse or their domestic partner consistent with carrier contract(s) by  
 34 payroll deduction. Premiums will vary according to age of the insured.

35 Retirees of Multnomah County who have at least ten (10) years of  
 36 County service will be provided with two thousand dollars (\$2,000) term life insurance by  
 37 the County during the period of time they receive pension benefits.

### 38 **C. Emergency Treatment**

39 Employees will be provided with emergency treatment for on-the-job  
 40 injuries, at no cost to the employees, and employees as a condition of receipt of  
 41 emergency treatment, do agree to hold the County harmless for injuries or damage  
 42 sustained as a result thereof, if any. Employees further will promptly sign an appropriate

1 Workers' Compensation claim form when presented by the employer.

2 **D. Disability Insurance**

3 Disability insurance benefits are provided for under Article 9. Sick  
4 Leave, "Section IV".

5 **E. Long Term Care**

6 Any bargaining unit employee covered by this agreement may  
7 participate in a long term care insurance program developed by the Union and the County  
8 (consistent with carrier contracts), the monthly premiums to be paid individually through  
9 payroll deduction.

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**ARTICLE 12**  
**WORKERS' COMPENSATION AND**  
**SUPPLEMENTAL BENEFITS**

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**I. Coverage**

All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act.

**II. Seniority**

**A.** The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's health care provider, the State Workers' Compensation Department or Board certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied.

**B.** If an employee is transferred to another classification because of a compensable injury, his or her seniority shall be governed in accordance with Article 21, Seniority and Layoff. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

**C.** If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.043, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

**III. Probationary Employees**

In accordance with the terms of Article 2, "Section X," if an employee sustains an injury during his or her probationary period, it may be extended by written agreement of the Union, the employee, and the County.

**IV. Supplemental Benefits**

The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one hundred percent (100%) of his or her semi-monthly net take-home pay (as calculated in accordance with Workers' Compensation regulations) subject to the following conditions:

**A.** Supplemental benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon Workers' Compensation Law. Supplemental benefits shall be paid for no more than three-hundred-twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick

1 leave hours at the time of injury, whichever is greater. Such payments shall not be  
2 chargeable to accrued sick leave.

3 **B.** To the extent not compensated by Workers' Compensation benefits, the  
4 first day of occupational disability shall be compensated as time worked.

5 **C.** To the extent not compensated by Workers' Compensation benefits, the  
6 day following the first day of occupational disability and the next succeeding day shall be  
7 compensated subject to the provisions of Article 9, Sick Leave.

8 **V. Denied Claims**

9 **A.** If a Workers' Compensation claim is denied, the employee's absence  
10 from work due to illness or injury shall, to the extent not compensated as Workers'  
11 Compensation time loss, be subject to the provisions of Article 9, Sick Leave.

12 **B.** If a Workers' Compensation claim which has been denied is later held  
13 compensable upon appeal, any time loss benefits shall be reimbursed by the employee to  
14 the County and the employee's sick leave account credited with an equivalent number of  
15 days.

16 **C.** If an employee's Workers' Compensation claim is under appeal, and he  
17 or she is no longer entitled to medical/dental coverage under Article 11, Health and  
18 Welfare, he or she will be entitled to continued coverage under federal COBRA law. The  
19 duration of such coverage will be for six (6) months or the legally mandated period,  
20 whichever is greater, provided that the employee continues to be eligible and pays the  
21 premiums as required.

22 **D.** If a denied claim is later held compensable upon appeal, the employee  
23 will be entitled to:

24 1. Reimbursement of any premiums paid to the County for  
25 medical/dental benefits, and

26 2. Any supplemental benefits not paid in accordance with  
27 "Section IV" of this Article.

28 **VI. Benefits**

29 **A.** The County shall continue to provide medical and dental benefits for an  
30 employee with a compensable claim and his or her dependent(s) from the first day of  
31 occupational disability, subject to the limitations of Article 11, Health and Welfare, if any,  
32 for a period of one (1) year or such longer period as may be required by law.

33 **B.** The County shall continue to make retirement contributions, based  
34 upon the appropriate percentage of the gross dollar amount of supplemental benefits paid,  
35 throughout the period that the employee receives such benefits.

36 **VII. Borrowing of Sick Leave**

37 Nothing in this Article may be construed to permit borrowing of sick leave not  
38 accrued by and available to the employee.

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**ARTICLE 13**  
**WORK SCHEDULES**

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**I. Posting of Work Schedules**

**A.** Work schedules showing work days and hours of work will be posted on bulletin boards or otherwise made accessible to employees at all times. Management may change work schedules with ten (10) days' notice to affected employees, and with less notice in the following circumstances:

1. Such notice is voluntarily waived in writing by the employee(s);
- or
2. For the duration of an emergency.

**B.** Should management determine that it needs to reduce hours for one (1) or more positions, management will first, in order of job class seniority, look for qualified volunteers within the work unit. If there are no volunteers, then such reduction shall be in reverse order of job class seniority of qualified employees. Exceptions to job class seniority preference assignment may be made in the following situations:

1. When an employee with less job class seniority is substantially more qualified for the reduced position;
2. Where bona fide job-related requirements for a balance of experienced and non-experienced personnel exist between shifts or assignments in a work unit.

**II. Right to Compensation for Regularly Scheduled Hours**

An employee who reports to work as scheduled and is excused from duty for lack of work, or is specifically directed by his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

**III. Work Days and Days Off**

**A. Scheduling Requirements**

1. **Employees working 40 hours per week**
  - a. Employees working five (5) eight (8)-hour days a week will be scheduled to work five (5) consecutive days with two (2) consecutive days off. Employees working four (4) ten (10)-hour days a week may be scheduled to work four (4) consecutive days or may be assigned to a split work week but will be scheduled with two (2) consecutive and one (1) non-consecutive day off.

**b. Alternate Work Week Schedules**

Alternate work week schedules are defined as seven (7) consecutive calendar days beginning four (4) hours after the employee's start time on Monday and ending four (4) hours after the employee's start time on the following Monday, or beginning four (4) hours after the employee's start time on Friday and ending four (4) hours after the employee's start time on the following Friday; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and

1 is four (4) or five (5) consecutive days beginning at 12:01 a.m. Monday and ending on the  
 2 following Sunday at 12:00 midnight. Nine-Eighty's (9-80s) would be considered an  
 3 alternate work week schedule. Article 7 governing holiday observance will apply.

4 **2. Employees working less than 40 hours per week**

5 Employees working less than forty (40) hours per week will be  
 6 scheduled to work no more than five (5) days a week, and at least two (2) of their days off  
 7 must be consecutive.

8 **B. Changing Scheduled Days of Work and Days Off**

9 **1. Voluntary changes**

10 **a.** Changes of work days and days off will be  
 11 considered voluntary if they occur at the employee's request or as a result of shift bidding.  
 12 During the fourteen (14) day period following the transition from one schedule of work  
 13 days and days off to another, the provisions of "Section III.A " above will not apply, and, for  
 14 example, the employee may have split days off.

15 **b. Shift Trading**

16 Shift trading within Departments defined as trading  
 17 time, hour, for hour, shall be allowed provided that:

18 **i.** Exchanges do not conflict with a  
 19 department's operational needs;

20 **ii.** Exchanges do not require involuntary  
 21 scheduling changes on the part of other employees;

22 **iii.** Exchanges do not make the County liable  
 23 for OT under the FLSA.

24 Departments will develop procedures for requesting,  
 25 approving, and tracking shift trades, subject to approval of the County HR Director.

26 **2. Involuntary changes**

27 Changes of work days and days off will be considered  
 28 involuntary if they occur at the discretion of management. In addition to the provisions  
 29 which apply to voluntary changes, the following will apply during the fourteen (14) day  
 30 transition period:

31 **a.** Employees who are scheduled to work more than five (5)  
 32 days in a row without a day off will be paid at the time-and-a-half rate for all hours worked  
 33 on the sixth (6<sup>th</sup>) and subsequent days until their next scheduled day off. Days worked  
 34 immediately prior to the transition period will be included in the five (5) day requirement of  
 35 this subsection.

36 **b.** No employee normally scheduled to work forty (40) hours  
 37 per week shall be paid for less than eighty (80) hours in a semimonthly pay period as a  
 38 result of the application of the provisions of this subsection, except that in the second pay  
 39 period in February this minimum shall be seventy (70) hours.

40 **IV. Scheduling the Work Day**

41 **A. Normal Work Day**

42 **1. Employees working forty hours a week**

1 a. Employees working forty (40) hours per week on a  
2 five (5) day per week work schedule shall work eight (8) consecutive hours per day  
3 excluding the meal period. Employees on a continuous duty schedule per "Section C.3"  
4 below shall work eight (8) consecutive hours per day including the meal period.

5 b. Employees working forty (40) hours per week on a four  
6 (4) day per week work schedule shall work ten (10) consecutive hours per day excluding  
7 the meal period. Employees on a continuous duty schedule per "Section C.3" below shall  
8 work ten (10) consecutive hours per day including the meal period.

9 c. Employees working forty (40) hours per week on an  
10 alternate work schedule shall work consecutive hours as scheduled per day excluding the  
11 meal period. Employees on a continuous duty schedule per "Section C.3" below shall  
12 work consecutive hours as scheduled per day including the meal period.

13 **2. Employees working less than forty hours a week**

14 Employees working less than forty (40) hours a week will be  
15 scheduled to work four (4) or more consecutive hours a day. Any meal periods to which  
16 the employee is entitled will be on unpaid time, unless the employee is on a continuous  
17 duty schedule per "Section C.3" below.

18 **B. Breaks**

19 Breaks provided for in this section will be on paid time.

20 **1. During the normal work day**

21 **a. Employees working six or more hours a day**

22 Employees scheduled to work six (6) or more hours a day  
23 are entitled to a fifteen (15) minute break during the first half of the work day, and another  
24 during the second half, provided that the break in the second half of the work day is  
25 required only if the employee is scheduled to work more than two (2) hours after the  
26 previous break or meal period. Breaks for employees scheduled to work eight (8) or ten  
27 (10) hours in a day will be scheduled at the middle of each half of the work day whenever  
28 practicable.

29 **b. Employees working fewer than six hours a day**

30 Employees scheduled to work fewer than six (6) hours a  
31 day are entitled to one fifteen (15) minute break to be scheduled by management.

32 **2. While working overtime**

33 Employees scheduled to work eight (8) or more hours who are  
34 expected to work one and a half (1 ½) or more hours after their scheduled quitting time are  
35 entitled to a fifteen (15) minute break at the end of their regularly scheduled work day.

36 **3. While on a continuous duty schedule**

37 Breaks for employees on a continuous duty schedule are  
38 covered in "Section C.3" below.

39 **C. Meal Periods**

40 **1. Entitlement to a meal period**

41 The work schedules of employees working more than six (6)  
42 hours in a work day will include a meal period. An employee who has worked eight (8) or

1 more hours in a work day and who works two (2) hours beyond his or her regular quitting  
2 time is entitled to a second meal period.

3 **2. Unpaid meal periods**

4 Meal periods are on unpaid time unless the provisions of  
5 "Subsection 3" below apply.

6 **a. Length of the meal period**

7 Employees will be scheduled for a thirty (30) minute  
8 meal period unless they request and management approves a one (1) hour meal period.  
9 Management may rescind approval for a one (1) hour meal period, subject to the  
10 provisions for changing work schedules in "Section I" above.

11 **b. Scheduling**

12 **i.** The meal period for employees working  
13 eight (8) or more hours will be scheduled in the middle of the work day whenever  
14 practicable.

15 **ii.** When a one (1) hour meal period is  
16 requested and approved, management will make adjustments to the employee's starting  
17 and/or quitting time, subject to the provisions for changing work schedules in "Section I"  
18 above.

19 **3. Paid meal periods:**

20 **a. Continuous duty schedules**

21 Management may assign employees performing  
22 duties which do not lend themselves to duty free breaks and meal periods to a continuous  
23 duty schedule. Any such assignment shall be in writing with a copy provided to the Union  
24 and the Labor Relations Manager. Meal periods for such employees will be on paid time.  
25 The scheduling of meal periods and breaks for affected employees will be based solely on  
26 management's judgment of the need for supervision of clients or involvement in other  
27 continuous duty, or may be on an "as time is available" basis. Continuous duty employees  
28 may not be relieved of duty during their work day, and may have to take their meals and  
29 their breaks while supervising clients or attending to other duties. Any meal periods or  
30 breaks may be interrupted or missed without additional compensation.

31 **b. Temporary assignment**

32 If an employee who normally works a non-continuous  
33 schedule is assigned to provide relief for a continuous duty post and that assignment  
34 includes the time of the relief employee's normally scheduled meal period, it will be treated  
35 as a paid period following the conditions of "Section IV.C.3.a" above.

36 **D. Clean-Up Time**

37 Employees occupying labor, trades or craft positions, or whenever it is  
38 essential for other employees to clean up or change clothes before being presentable  
39 upon leaving work, shall be granted not more than a fifteen (15) minute personal clean-up  
40 time prior to the end of each shift. The County shall provide the required facilities for the  
41 employee's clean-up time. Neither party to this Agreement shall construe "clean-up time"  
42 to mean "quit-early time" or "leave-early time".



1 **V. Flexible Work Schedules**

2 **A. Exceptions to the Requirements of This Article**

3 Greater flexibility in work scheduling than is otherwise provided for in  
4 this article, which benefits employees and the County, may be implemented, provided that  
5 such schedules are in writing, and are agreed upon by the Union and the Labor Relations  
6 Manager. A copy of any such agreed upon schedules shall be provided to all directly  
7 affected employees.

8 **B. Employee Requests for Substitution of Hours Within a Work Week**

9 Employees may request to work fewer hours than scheduled on one (1)  
10 day in an FLSA work week and make up for those hours by working an equivalent number  
11 of additional hours on another day or days in the same FLSA work week. Such scheduling  
12 is subject to the approval of management, and regardless of any other provisions of this  
13 Agreement, will not result in overtime pay.

14 **C. Changes in Work Schedules During the Term of the Agreement**

15 **1. Assessment of Alternative Schedule Options**

16 The Union and the County recognize that flexible or alternative  
17 schedule arrangements are of interest to both parties. In an effort to expand access to  
18 flexible schedule options, while still meeting County business needs, the parties agree to  
19 establish an ad hoc joint labor-management Alternative Schedules Team of ten (10)  
20 members, five (5) appointed by each party, to which the parties will submit the  
21 development of expanded access to flexible or alternative scheduling options, including a  
22 defined process for employee requests and supervisor approval of alternative schedule  
23 options. The parties agree that the Alternative Schedules Team shall first meet no later  
24 than sixty (60) days after ratification of this agreement and shall meet at least monthly.

25 **2. Review and Approval of Schedule Requests**

26 To be considered for an alternative schedule option, an  
27 employee shall submit a written request to his or her supervisor; the employee's  
28 otherwise-assigned schedule shall be the default unless an alternative is requested and  
29 approved. An employee's request for an alternative schedule option shall be approved  
30 unless the supervisor indicates that it would interfere with County business needs,  
31 including but not limited to work requirements or employee performance or misconduct  
32 concerns. Denial shall not be arbitrary or capricious, and may be appealed to the  
33 Department Director; determination of the County's business needs shall be at the  
34 Director's sole discretion.

35 **VI. Job Sharing**

36 **A.** The intent of a job share position is that two (2) employees voluntarily  
37 share the duties and responsibilities of one full time position in a single classification.  
38 Employees may request to share a position. Approval of job sharing is at the discretion of  
39 management. Each employee in the job share position must sign a job share agreement  
40 outlining the terms of the job share and be scheduled for forty (40) hours during two (2)  
41 work weeks.

42 **B.** The County will develop a personnel rule and model agreement on job

1 sharing in consultation with the Union.

2 **C. Leave and Holiday Pay**

3 Job sharing employees will be treated as part-time employees for  
4 purposes of holiday, leaves, pay, and health and welfare.

5 **D. Job Share Vacancy.**

6 If one (1) job share employee vacates the position, the County  
7 determines whether the position should continue as a job share. The remaining employee  
8 has the right to assume the position on a full-time basis. If the position continues as a job  
9 share, the vacant half of the position will be filled using the department procedure.

10 **E.** If the position does not continue as a job share, and the remaining  
11 employee does not assume the position full time, then the remaining employee may elect  
12 to transfer to a vacant position in the same classification or to voluntarily demote to a  
13 vacant position for which he/she is qualified. If the above conditions are not available or  
14 not acceptable, the employee would be subject to layoff.

15 **VII. Uniform Time Charging Provisions**

16 **A. Rounding Rule**

17 Time charged for all leaves and compensation for time worked under  
18 the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour  
19 in accordance with the following rules:

20 0 - 7 minutes rounds to 0 hours

21 8 - 15 minutes rounds to 1/4 hour

22 **B. Applications**

23 **1. Lateness**

24 Employees who are less than eight (8) minutes late are not  
25 required to make up the missed minutes and shall be paid for a full shift without charge to  
26 a leave account. Employees who are more than eight (8) minutes late may be charged  
27 paid leave for time late or may be allowed to flex time at the manager's discretion. An  
28 employee who starts work after their start time is considered to be late. Being late to work  
29 can be grounds for discipline up to and including dismissal.

30 **2. Working over**

31 An employee who works over less than eight (8) minutes shall  
32 not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall  
33 be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance  
34 with Article 14, Compensation.

35 **3. Leaves**

36 Late and early return from leaves shall be subject to the same  
37 rounding practice as specified above.

38 **4. Work day**

39 The above provisions shall not be construed as a right for  
40 management to extend the end of the working day beyond the normally scheduled ending  
41 time.

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**ARTICLE 14**  
**COMPENSATION**

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**I. Wage Adjustments**

**A. July 1, 2011**

Effective July 1, 2011 the rates and ranges of employees covered by this Agreement shall be increased one and two-tenths percent (1.2%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Classifications, Rates & Ranges which by this reference is incorporated herein.

**B. July 1, 2012**

Effective July 1, 2012 the rates and ranges of employees covered by this Agreement shall be increased by zero percent (0%). As such, the pay rates and ranges will remain in effect for this period. However, employees covered by the CBA will be eligible for step increases during this period in accordance with Article 15 (Classifications and Pay Ranges), Section II.B (Step Increases).

**C. July 1, 2013**

Effective July 1, 2013 the rates and ranges of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2<sup>nd</sup> Half, second half of 2011 to the second half of 2012 as reported in February 2013) with a minimum of one percent (1.0%) to a maximum of a four percent (4.0%).

**D. Market Adjustments for Selected Classifications**

There is a joint understanding by the parties that market forces continue to have a variable effect on the relative market standing of many of the classifications in the bargaining unit. The County and the Union recognize the need for a fair and equitable compensation system and therefore agree to review market data and negotiate compensation for selected classifications every two (2) years, beginning in calendar year 2010, using the process outlined below:

1. The parties shall each appoint a negotiating team of up to five (5) representatives no later than April 1 of each even-numbered year. No later than July 1, the teams shall agree to a list of classifications to be reviewed for possible market adjustments. The parties will review a minimum of ten (10) classifications and a maximum of thirty (30) classifications, provided that the number of employees covered by the selected classifications shall not exceed fifteen percent (15%) of the total number of regular employees in the bargaining unit. Any classifications agreed to which are part of a series shall include all classifications in the series and each classification within the series shall count towards the total number of classifications to be reviewed.

2. If the parties are unable to reach agreement on the list of selected classifications by close of business July 1, and the total number of classifications

1 proposed by the parties exceeds (30) or the number of employees covered by the proposed  
2 classifications exceeds fifteen percent (15%) of the total number of regular employees in the  
3 bargaining unit, the parties shall meet on the next regularly scheduled business day following  
4 July 1 and alternately strike classifications until the number has been reduced to the  
5 specified limitations. Any strike of a classification that is part of a series shall constitute a  
6 strike of the entire series. The party having the first strike shall be determined by a coin toss.

7 **3.** Between July 1 and October 1 of each even-numbered year, the  
8 County will update the official class specifications for each job classification selected for  
9 study. The County will provide Local 88 with the final, updated class specifications no later  
10 than October 1. No changes will be made to the class specifications for jobs selected for  
11 study between October 1 of each even-numbered year and June 30 of the following odd-  
12 numbered year.

13 **4.** Between October 1 of each even-numbered year and February  
14 15 of the following odd-numbered year, the Union and Management will conduct separate  
15 wage surveys of the classifications identified. Wage surveys shall be conducted by  
16 comparing wage midpoints of the agreed upon job classifications with other jurisdictions' job  
17 classifications' wage midpoints. Classifications will be deemed "comparable" when the focus  
18 and purpose of work are similar in nature; minimum qualifications require similar education,  
19 training and experience; and the majority of duties are similar to the duties described in the  
20 selected job classifications. Wage comparisons will be made with the same or other  
21 comparable job classifications of employers/jurisdictions in comparable communities.  
22 "Comparable" is generally limited to public sector jurisdictions within the Pacific Northwest  
23 region, but may also include other public sector jurisdictions in comparable communities  
24 outside the region. Any comparables from jurisdictions outside the Portland metropolitan  
25 area shall be adjusted for differences in cost of labor, using accepted compensation tools or  
26 practices. Any cost of living adjustments in comparable jurisdictions that are effective on or  
27 after January 1 of each odd-numbered year shall not be factored into the wage rates.

28 **5.** No later than March 1 of each odd-numbered year, the parties  
29 will meet and negotiate wages for the agreed upon classifications, using the information  
30 obtained from wage surveys. Negotiations will be subject to the provisions of ORS 243.712.

31 **6.** Negotiated Wage Changes

32 **a.** All negotiated wage changes will go into effect July 1 of  
33 each odd-numbered year.

34 **b.** Wage Increases

35 **i.** In classifications that are adjusted to a higher  
36 pay range as a result of a study, employees who would not otherwise receive an immediate  
37 step increase under the provisions outlined in Article 15.V. Pay Adjustments, shall receive  
38 the equivalent of a one-half (1/2) step increase, equivalent to a one and one-half percent  
39 (1.5%) increase in base wages, effective on the date of the study implementation. The one  
40 and one-half percent (1.5%) increase provided for in this section will not be considered part  
41 of base wages for purposes of calculating any wage adjustment or wage premiums, including  
42 but not limited to lead pay, bilingual pay, or shift differential, except overtime pay as required

1 by law.

2 ii. Eligible employees shall receive the remaining  
3 one-half (1/2) step increase at the time of his or her individual anniversary date, and the  
4 combined increases shall be considered the employee's step increase for that fiscal year.  
5 Beginning on the effective date of the step increase, the full step increase shall be treated as  
6 base wages for all purposes provided for in this contract, including wage premiums and  
7 wage adjustments.

8 iii. All other wage adjustments shall be  
9 implemented in accordance with the provisions of Article 15.V. Pay Adjustments.

10 c. In the event the employee's rate of pay exceeds the  
11 new recommended maximum pay rate as a result of market adjustment, he or she shall be  
12 paid in accordance with Article 15.V.3.

13 7. The language herein agreed to and identified as Article 14.E  
14 through Article 14.H shall not be subjects to negotiations during calendar year 2011;  
15 however, either party may open the provisions of Article 14.E for negotiations in calendar  
16 year 2012 by providing written notice to the other party no later than February 1, 2012.

17 **E. Reopener Provisions for Market Adjustments**

18 It is the intent of the parties to negotiate market adjustments for selected  
19 classifications every two (2) years, with negotiations to begin no later than March 1 of each  
20 odd-numbered year. Any agreed upon wage adjustments shall be effective on July 1 of that  
21 odd-numbered year. In any such odd-numbered year in which contract negotiations would  
22 not otherwise be open, the parties agree to a limited wage reopener for the purpose of  
23 determining market adjustments for selected classifications using the process outlined  
24 above.

25 **F. Funding and Amount of Increase**

26 The fund established in Article 14.X.B of the 2007-2011 Agreement  
27 between Local 88 and Multnomah County is hereby dissolved. Effective July 1, 2011 the  
28 County shall cover the full costs of implementation of any wage increases resulting from the  
29 negotiations provided for in Article 14.E.

30 **G. Compensation Plan**

31 The compensation plan for Local 88 classifications utilizes eight (8) steps,  
32 with a difference of three percent (3%) between each step in a pay grade, and a difference of  
33 three percent (3%) between each pay grade. This is commonly referred to as the "3X3"  
34 Comp Plan. Cost of Living Adjustments (COLAs) shall be implemented by adjusting each  
35 step in each pay grade by the agreed upon COLA percentage. If the result of applying the  
36 COLA for any step(s) in the pay plan yields a result that does not align with the 3X3 plan,  
37 then, subject to the mutual agreement of the parties, an additional adjustment may be made  
38 to maintain the uniformity and integrity of the 3X3 plan.

39 **II. Pay Periods**

40 Employees shall be paid on a twice a month basis. The pay periods shall be the  
41 first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of each month and the sixteenth (16<sup>th</sup>) through the end of  
42 each month. Employees will be paid on the fifteenth (15<sup>th</sup>) of each month for hours worked

1 during the second pay period of the preceding month, and on the last business day of each  
 2 month for hours worked during the first pay period of that month; provided, however, that if  
 3 either date falls on a Saturday, Sunday, or Holiday, the pay date will be the preceding  
 4 business day.

5 **III. Work Outside of Regularly Scheduled Hours/Days**

6 **A. Reporting to Work After Hours/Scheduled Day Off**

7 From time to time, it may be necessary to have employees work outside  
 8 their regularly scheduled working hours or on a scheduled day off. In order to be respectful  
 9 of an employee's schedules and activities outside of work, and to keep County costs down,  
 10 every effort will be made to (a) give as much advance written notice as possible, (b) limit the  
 11 employee's uncompensated break between the end of employee's shift and the callback  
 12 assignment or between the callback assignment and the beginning of the employee's shift by  
 13 scheduling as close to their regularly scheduled shifts as possible, and (c) allow for a  
 14 continuous break of ten (10) or more hours between the end of one shift and the beginning of  
 15 the next shift. None of the provisions in this section shall violate the provisions of "Article  
 16 14.IV" as they apply to part-time employees.

17 1. **"Call Back" - Less Than Twenty-four (24) Hours Advance**

18 **Notice**

19 **a. Minimum Compensation**

20 Any employee who returns to work at the direction of  
 21 management outside his or her regularly scheduled working hours or on a scheduled day  
 22 off—and there is less than twenty-four (24) hours advance verbal or written notice—shall be  
 23 compensated for a minimum of four (4) hours—or time worked, whichever is greater—at the  
 24 appropriate rate according to the provisions of "Article 14.IV". If applicable, the employee  
 25 shall have the option of receiving overtime or compensatory time, or they may flex their time  
 26 at a time approved by their supervisor. This minimum does not apply if (a) an employee  
 27 elects to accept an overtime assignment prior to the end of their scheduled shift, or (b) the  
 28 employee was on "Involuntary On-Call" status according to the provisions of "Article 14,  
 29 Section IX".

30 **b. Start of Period and Immediate Callback**

31 If all of these conditions apply: (a) the employee's regularly  
 32 scheduled shift has already ended and (b) they are required to report back to work  
 33 immediately (as soon as they can get there) and (c) they report to the work location within  
 34 one (1) hour, the four (4) hour minimum period commences with the acceptance of the  
 35 assignment and ends four (4) hours later; otherwise the four (4) hour minimum period  
 36 commences at the time of reporting to the work location. (For example, if an employee's  
 37 regularly scheduled shift ends at five (5:00) p.m. and they are contacted at midnight (12:00)  
 38 a.m. that night and required to report back to work immediately and they report to the work  
 39 location within the hour—before one (1:00) a.m.—the four (4) hour minimum period  
 40 commences at midnight—with the acceptance of the assignment. If an employee's regularly  
 41 scheduled shift ends at five (5:00) p.m. and they are required to report back to work the next  
 42 morning at six (6:00) a.m., then the four (4) hour minimum period commences at six (6:00)

1 a.m.—at the time of reporting to the work location).

2 **2. “Schedule Change” or “Mandatory Meeting” - Greater**  
 3 **Than or Equal to Twenty-four (24) Hours Advance Written Notice**

4 **a. Compensation**

5 Any employee who is required to report to work at the  
 6 direction of management outside his or her regularly scheduled working hours or on a  
 7 scheduled day off—and there is greater than or equal to twenty-four (24) hours and less than  
 8 ten (10) calendar days advance written notice—shall be compensated for time worked at the  
 9 appropriate rate according to the provisions of “Article 14.IV”. If there is greater than or  
 10 equal to ten (10) calendar days advance notice, the employee shall be (a) compensated as  
 11 above; or (b) notified in writing of the change to their regularly scheduled working hours.

12 **b. Length of Break Between Shifts**

13 In the event an employee is required to work additional  
 14 hours between the end of their regularly scheduled shift and the beginning of their next  
 15 regularly scheduled shift and the break is less than ten (10) hours, the County shall:

16 **1.** allow the employee to flex the beginning time of  
 17 his/her regularly scheduled shift to allow for a ten (10) hour break, County needs  
 18 permitting; or

19 **2.** compensate the employee at his/her regular  
 20 scheduled rate of pay for the difference between ten (10) hours and the actual hours  
 21 he/she is off between the end of work and the start of his/her shift. For example, if an  
 22 employee’s regular shift normally ends at ten (10:00) p.m., works until midnight (12:00  
 23 a.m.) and then is scheduled to begin work at eight (8:00) a.m., the break is only eight (8)  
 24 hours, they would be compensated for an additional two (2) hours.

25 This compensation shall be in addition to his/her rate of  
 26 pay for actual hours worked. This additional compensation only applies when there is  
 27 greater than or equal to twenty-four (24) hours advance written notice.

28 **B. Receiving Work Telephone Calls at Home**

29 Any employee who is called at home or a location other than their job site for work related  
 30 business during their off-duty time, and is not required to report to a work site, shall  
 31 receive one (1) hour pay at the appropriate rate according to the provision of Section IV  
 32 below. Multiple calls with less than twenty (20) minutes between the end of the first (1<sup>st</sup>)  
 33 and beginning of the second (2<sup>nd</sup>) (or more) calls will be considered one (1) call. This  
 34 provision does not apply to telephone calls regarding work scheduling, messages left on  
 35 voicemail or answering machines and/or worksite directions.

36 **C. Off Duty Telephone/Computer Work at Home**

37 Any employee directed to perform work from home outside of their regular  
 38 scheduled hours, will receive one (1) hour pay or the length of work whichever is greater,  
 39 at the appropriate rate according to the provision of Section IV below.

40 **D. Cancelled Court Appearance on Day Off**

41 When an employee is required to make a court appearance as a result of their  
 42 job on his/her regularly scheduled day off, and such court appearance is cancelled and the

1 employee is not notified of the cancellation by or on the employee's last scheduled work  
2 day prior to the scheduled court appearance, then the employee shall receive two (2)  
3 hours pay according to the provisions of Section IV below even though the court  
4 appearance was cancelled.

5 **IV. Overtime**

6 **A. Time and One-Half**

7 Employees will be compensated at the rate of one and one-half (1 ½)  
8 times their normal hourly rate of pay for additional time worked as follows:

9 1. In excess of eight (8) hours in any work day for a five (5)-day,  
10 forty (40)-hour -a-week employee; or

11 2. In excess of ten (10) hours in any work day for a four (4)-day,  
12 forty (40)-hour -a-week employee; or

13 3. In excess of forty (40) hours in any FLSA work week.

14 **B. Double Time**

15 1. All work performed on an full-time employee's scheduled  
16 second (2<sup>nd</sup>) or third (3<sup>rd</sup>) day of rest will be paid at the rate of two (2) times the employee's  
17 regular rate of pay, provided that an employee who has refused to work a full shift on the  
18 employee's first (1<sup>st</sup>) scheduled day of rest will be paid at the rate of one-and-one-half (1  
19 ½) times his or her normal rate.

20 2. The applicable day of rest will be determined by the calendar  
21 day the person begins work and will remain in effect until (a) they leave work, or (b) their  
22 next regularly scheduled shift begins, whichever happens first. For example, if an  
23 employee starts work at ten (10:00) p.m. on their first (1<sup>st</sup>) day of rest and works until two  
24 (2:00) a.m. on the second (2<sup>nd</sup>) day of rest (and their next regularly scheduled shift has not  
25 begun during that entire time period), all the hours will be computed at one-and-one-half (1  
26 ½) time. Work begun during the second or third day of rest will be computed at double  
27 time according to the provisions above.

28 3. Part-time employees who work in excess of forty-eight (48)  
29 hours in an employee's FLSA work week shall be compensated at the double rate for all  
30 such hours in excess of forty-eight (48) hours.

31 **C. Overtime Administration**

32 1. **Computation of overtime - holidays and leaves**

33 When computing overtime, paid holidays and leaves with pay  
34 taken during the work week shall be considered as time worked.

35 2. **Premium Pay in the Computation of Pay Rates**

36 When computing the overtime rate or vacation or sick leave  
37 pay due an employee receiving premium pay, such premium pay must be included when  
38 the employee is regularly assigned to premium work.

39 3. **Equal distribution of overtime work**



1 Overtime work shall be distributed as equally as practicable  
2 among employees working within the same job classification within each work unit  
3 providing they have indicated in writing a desire to work overtime to their supervisor.

4 **4. No discrimination**

5 There shall be no discrimination against any employee who  
6 declines to work overtime. Overtime work shall normally be voluntary except in cases where  
7 the public health, safety and welfare, or critical public interest may be at risk.

8 **5. Discipline for unauthorized overtime**

9 Employees working unauthorized overtime may be subject to  
10 discipline.

11 **6. No suspending work to avoid overtime**

12 Employees shall not be required to suspend work during regular  
13 hours to avoid overtime.

14 **7. Compensatory time**

15 Compensatory time may be accrued by agreement between the  
16 County and the employee with the following limitations. Specifically, in lieu of overtime pay,  
17 an employee may with supervisory approval elect to accrue compensatory time off equal to  
18 the applicable overtime rate for each hour of overtime worked, provided:

19 a. The maximum allowable accumulation of compensatory  
20 time off shall be eighty (80) hours.

21 b. Accrued compensatory time off may be used at the  
22 discretion of the employee with the supervisor's consent.

23 c. In the event the employee terminates for any reason,  
24 accrued compensatory time shall be paid off in cash to the employee or his or her heirs.

25 d. Flexibility during the work week made at the  
26 employee's request is not subject to this section and is solely governed by Article 13,  
27 "Section V.B"

28 **V. Shift Differential**

29 **A. Payment of Shift Premiums**

30 **1. Hours and amounts**

31 The County and the Union recognize that a work week may  
32 contain three (3) different shifts: day, swing, and graveyard. The County agrees to pay the  
33 following shift premium pay in addition to the established wage rate to employees who are  
34 scheduled to work eight (8) or more hours in a work day:

35 **a. Swing shift premium**

36 An hourly premium of seventy-five cents (\$0.75) to  
37 employees for all hours worked on shifts beginning between the hours of twelve noon (12:00  
38 p.m.) and six-fifty-nine (6:59) p.m.; or

39 **b. Graveyard shift premium**

40 An hourly premium of one dollar (\$1.00) to employees for all  
41 hours worked on shifts beginning between the hours of seven (7:00) p.m. and five-fifty-nine  
42 (5:59) a.m., provided that the employee was not called in early to a shift normally scheduled

1 to begin after six (6:00) a.m.; or

2 **c. Relief shift premium**

3 An hourly premium of one dollar (\$1.00) to employees for all  
4 hours worked in the work week while assigned to a relief shift.

5 **2. Definition of relief shift**

6 A relief shift occurs when an employee's work week does not  
7 contain four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard  
8 shifts. Employees assigned to a relief shift schedule are exempt from the provisions of  
9 Article 13, "Section I"; however, such employees must be given at least a twenty-four (24)  
10 hour notice of shift assignment.

11 **B. Inclusion of Shift Differentials in Wages**

12 **1. Inclusion in overtime rate**

13 When computing the overtime rate due an employee receiving  
14 shift differential pay, such pay must be included in the overtime rate.

15 **2. Inclusion in sick and vacation pay**

16 Shift differentials shall continue to apply to all hours paid  
17 including sick leave or vacation hours if they occur during the employee's normally  
18 scheduled shift.

19 **3. Shift pay disallowed for voluntary single shift change**

20 Employees are not entitled to shift differential pay for a single  
21 shift change that is done at the request of and for the benefit of the employee.

22 **VI. Auto Allowance and Compensation**

23 Auto allowance and compensation shall be paid pursuant to Addendum E.

24 **VII. Deferred Compensation Plan**

25 Subject to applicable federal regulations, the County agrees to provide a  
26 deferred compensation plan that provides for payment at a future date for services currently  
27 rendered by the eligible employee. Effective January 1, 2012, each new employee will be  
28 automatically enrolled in the County's Deferred Compensation program, at the rate of one  
29 percent (1%) of their pre-tax wages, unless he or she chooses to opt out.

30 **VIII. Overpayments and Payments in Violation of Contract**

31 Any employee receiving unauthorized payments has the obligation to call  
32 such error to the attention of his or her supervisor.

33 **A. Unauthorized Overpayments**

34 Any employee who receives payments to which he or she is not entitled,  
35 including but not limited to premium pay, shift differential, overtime pay, step increases, or  
36 any other salary, wage, or reimbursement which is not authorized by this contract or County  
37 Personnel Rules, and which the employee knew or reasonably should have known he or she  
38 was not entitled to receive, shall reimburse the county for the full amount of the  
39 overpayment.

40 **B. Payments in Error**

41 When an employee receives payments due to a clerical, technical, or  
42 computer error, through no fault of the employee and where the employee did not and could

1 not reasonably have known that the error occurred, the employee will only be liable for and  
2 the County shall only recover the overpayment for a period of one-hundred and eighty (180)  
3 days preceding the date of discovery of the error.

4 **C. Repayment to the County**

5 As soon as the overpayment is known, the County will make every effort  
6 to recover overpayments as specified in subsections A or B above, by payroll deduction over  
7 a reasonable period of time as determined by the County Human Resources Director.

8 **D. Repayment to the Employee**

9 When an error occurs which results in a negative impact on the employee,  
10 upon notification by the employee, and verification by the payroll division, payment in  
11 correction of the error shall be made in the employee's paycheck for the current pay period.

12 **IX. On-Call Pay**

13 **A. Voluntary On-Call**

14 Employees on a regular work schedule may volunteer to be placed on on-  
15 call duty beyond their regularly scheduled work day or work week and may be assigned an  
16 answering device for on-call purposes to avail themselves of the opportunity to receive  
17 additional pay. Any such employee on voluntary on-call status may refuse to report if called.

18 **B. Involuntary On-call (FLSA Exempt)**

19 Any employee determined by the Department Human Resources Manager  
20 to be FLSA exempt may be placed on involuntary on-call status. Any such employee shall  
21 be allowed compensatory time off at the rate of one (1) hour for each eight (8) hour period  
22 they are on on-call status. Employees who are assigned on-call duty for less than eight (8)  
23 hours shall be allowed compensatory time off on a pro-rated basis at full hour increments.

24 An employee shall be assigned on-call duty when specifically required to  
25 be available for work outside his/her working hours and not subject to restrictions which  
26 would prevent the employee from using the time while on-call effectively for the employee's  
27 own purposes.

28 No employee is eligible for any premium pay compensation while on on-  
29 call duty except as expressly stated in this article. On-call duty time shall not be counted as  
30 time worked in the computation of overtime hours. An employee shall not be on on-call duty  
31 once he/she actually commences performing assigned duties and receives the appropriate  
32 rate of pay for time worked.

33 **C. Involuntary On-Call (FLSA Non-exempt)**

34 Employees shall be paid one (1) hour of pay or compensatory time off  
35 subject to Section IV.C.7 at the regular straight time rate for each eight (8) hours of assigned  
36 on-call duty. Employees who are assigned on-call duty for less than eight (8) hours shall be  
37 paid on a pro-rated basis at full hour increments.

38 An employee shall be assigned on-call duty when specifically required to  
39 be available for work outside his/her working hours and not subject to restrictions which  
40 would prevent the employee from using the time while on-call effectively for the employee's  
41 own purposes.

42 No employee is eligible for any premium pay compensation while on on-

1 call duty except as expressly stated in this article. On-call duty time shall not be counted as  
2 time worked in the computation of overtime hours. An employee shall not be on on-call duty  
3 once he/she actually commences performing assigned duties and receives the appropriate  
4 rate of pay for time worked.

5 **X. Waiver of State Overtime Requirements**

6 To the extent allowable by law, the provisions of this Article and other provisions of  
7 this Agreement constitute an express waiver of ORS 279.340 as provided by ORS 279.342  
8 (5)(b). Copies of the above cited statutes are available upon employee request to the Labor  
9 Relations Section.

10 **XI. Bilingual pay**

11 A differential of four percent (4%) over base rate will be paid to employees in  
12 positions which specifically require, and who have been directed to translate to and from  
13 English to another language (including the use of sign language), as a condition of  
14 employment. The proficiency level for interpretation and translation skills will be assigned by  
15 management and contained in an employee's individual position description.

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**ARTICLE 15**  
**CLASSIFICATIONS AND PAY RANGES**

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**I. Wage Schedule**

Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein, and as modified by Article 14.

**II. Step Placement and Anniversary Dates**

**A. New Employees and Rehires**

1. A rehire is an employee who has terminated regular employment with the County, and is subsequently selected to occupy a regular position from a civil service list. (Former employees who return to regular County employment without being selected from a list are not rehired, but reinstated. See "Section II.G.1" below.)

2. New employees and rehires will be paid at the minimum rate in the range for their classification unless a higher rate is approved by the Central Human Resources Manager or his or her designee.

3. The anniversary date for wage increases for new employees will be the date of regular appointment, and the date for rehires will be the most recent date of regular appointment. However, the anniversary date for new employees and rehires will be adjusted to reflect any additional job class seniority credit, such as credit for temporary service in the classification, which they receive under the provisions of Article 21.

**B. Step Increases**

An employee not at the maximum of his/her pay range shall receive an anniversary step increase upon the completion of one year of service within the job class at the current step. Service within the job class is measured in accordance with Article 2.

**C. Promotion**

**1. Definition**

A promotion is an appointment to a classification with a higher top step than in the preceding classification.

**2. Pay adjustments upon promotion**

a. The base pay of a newly promoted employee will be at least one step higher than his or her base pay in the lower classification, unless such an increase puts him or her beyond the top of the higher range.

b. If the employee's base pay in the lower range plus one step increase is lower than the first step in the higher range, the employee will be paid at the first step rate.

c. If the employee's base pay in the lower range plus one step increase is higher than the top step in the higher range, the employee will be paid at the top step rate.

d. If the employee's base pay in the lower range plus one

1 step increase falls within the higher range, the employee will be paid at the step rate which  
 2 represents at least a one step increase, but less than a two step increase in base pay.

3 e. The rate of pay upon promotion for lead workers who  
 4 have received lead pay continuously for a year or more immediately prior to the promotion will  
 5 be calculated as if the lead pay were part of the base rate.

6 **3. Anniversary date upon promotion**

7 The employee's anniversary date for wage increases will be the  
 8 date of a regular appointment to the higher classification, unless the employee receives  
 9 additional seniority credit, such as credit for continuous, contiguous temporary service in the  
 10 higher classification.

11 **4. Failure to complete probationary period after promotion**

12 a. When a regular employee is promoted and does not  
 13 complete the probationary period for that classification, he or she shall be reinstated to a  
 14 position in the classification and department from which he or she was promoted. Reference to  
 15 probationary period in this section applies to any Local 88 or non-Local 88 probationary period  
 16 in Multnomah County. Employees who do not complete promotional probationary period within  
 17 the first six (6) months, in a Local 88 position and return within the probationary period to their  
 18 previous position shall treat such time in the higher class as seniority accrual in the lower class.  
 19 Employees who do not successfully complete promotional probationary period in a non-Local  
 20 88 bargaining unit position shall have their time count towards their total length of continuous  
 21 service within the County.

22 b. The employee will be placed at the same step in the old  
 23 range that he or she would have been on but for the promotion.

24 c. The anniversary date for wage increases will revert to the  
 25 anniversary date in effect prior to the promotion.

26 **D. Demotion**

27 **1. Definition**

28 A demotion is the voluntary or involuntary movement of an  
 29 employee from a position in a higher class who has attained regular status in that position, to a  
 30 position in a lower class having a lower maximum pay rate. Reinstatement to a previously held  
 31 position after failure to complete the probationary period is not a demotion.

32 **2. Pay adjustments upon demotion**

33 a. Employees demoted for other than disciplinary reasons  
 34 will receive the rate of pay in the lower pay range that causes the least reduction in base pay.  
 35 No demoted employee shall receive an increase in base pay.

36 b. Employees demoted for disciplinary reasons will receive  
 37 the rate of pay in the lower pay range specified as a part of the disciplinary action. If no rate of  
 38 pay is specified, they will receive the rate provided for in "Subsection a" above.

39 **3. Anniversary dates upon demotion**

40 A demoted employee's anniversary date for wage increases will be  
 41 the date of demotion.

42 **E. Transfer**

1                                   **1.     Definition**

2                                   A transfer, for purposes of payroll administration, is an appointment  
3 to another position within the classification held, or to a position in another classification with  
4 the same top step. The same rules for step placement and establishing anniversary dates  
5 apply whether the transfer occurs within the bargaining unit or from outside the unit.

6                                   **2.     Pay adjustments upon transfer**

7                                   **a.**       If an employee transfers to another position in the same  
8 classification, or to another classification with the same pay range and steps, there will be no  
9 change in his or her rate of pay.

10                                  **b.**       If an employee transfers to another classification with the  
11 same top step, but with different lower steps, the employee will be paid at the step in the new  
12 range which is nearest to his or her former rate without causing a reduction in pay.

13                                  **3.     Anniversary dates upon transfer**

14                                  The employee's anniversary date will remain unchanged.

15                                  **F.     Reclassification**

16                                  Wage adjustments and anniversary dates upon reclassification are covered  
17 in "Section IV.C" below.

18                                  **G.     Reinstatement**

19                                  **1.     Step placement upon reinstatement**

20                                  **a.**       If an employee is recalled from a recall list, after voluntary  
21 demotion, or after a leave of absence, the employee will be placed at the same step he or she  
22 was on when he or she left the classification.

23                                  **b.**       A former County employee who is not on a recall list may  
24 also be reinstated at the discretion of the Human Resources Manager or designee. If  
25 reinstated to the classification most recently held, the employee will be placed at the same step  
26 he or she was on when he or she left the classification.

27                                  **2.     Anniversary dates upon reinstatement**

28                                  The anniversary dates of reinstated employees will be adjusted so  
29 that if the time spent away from the classification exceeds thirty (30) days in duration, none of  
30 the time away will count.

31                                  **3.     Probationary Period**

32                                  **a.**       Reinstated employees who have not previously attained  
33 regular status must serve the remainder of their new hire probationary period. If an employee  
34 who has not previously attained regular status is reinstated to a different department, their new  
35 hire probationary period may be extended sixty (60) additional days by mutual agreement of  
36 both parties.

37                                  **b.**       If an employee who has previously attained regular status  
38 is reinstated to a different department, the employee may be required to serve a sixty (60) day  
39 probationary period by mutual agreement of both parties. Employees who have been recalled,  
40 although not subject to an additional probationary period, are subject to the provisions of Article  
41 21, "Section V.A.(Recall)".

42                                  **III.   Temporary Work in a Higher Classification**

1                   **A.           Work Out of Class**

2                               **1.           Definition**

3                                       An employee works out of class when he or she is assigned in  
4 writing by a supervisor to assume the major distinguishing duties of a position in a higher  
5 classification and/or to replace another employee in a higher classification, and to perform a  
6 majority of the principal duties of that classification.

7                               **2.           Compensation for work out of class**

8                                       An employee working out of class will be compensated according  
9 to the promotional policy above. (See "Section II.C") Note that if the employee's pay range  
10 and the higher range overlap, the policy provides for an increase of approximately one step; if  
11 the ranges do not overlap, the policy generally provides for an increase to the first step of the  
12 higher range.

13                              **3.           Paid leave and work out of class**

14                                      **a.**           When an employee works in a higher classification during  
15 all hours worked in an FLSA work week or longer period of time, the employee will be paid the  
16 out of class rate for all hours in pay status on days in which he or she was on leave for less  
17 than half (½) a shift.

18                                      **b.**           An employee using leave while working out of class will  
19 be paid at his or her regular rate of pay for all hours in pay status on days in which he or she  
20 worked half (½) or less of his or her scheduled hours.

21                              **B.           Temporary Appointments**

22                                      When management anticipates that an employee will be performing the  
23 principal duties of a higher classification for a period of more than thirty (30) days, the  
24 employee may be given a temporary appointment to a position in the higher classification.

25                                      **1.           Appointment to a higher classification in the bargaining unit**

26                                      When the appointment is to a classification within the bargaining  
27 unit, written verification of the temporary appointment will be placed in the employee's  
28 personnel file, and the following provisions will apply:

29                                      **a.**           The employee's rate of base pay will be set according to  
30 the promotional policy above;

31                                      **b.**           The higher base rate will apply to all hours the employee  
32 is in pay status; and

33                                      **c.**           The employee has the right to return to his or her regular  
34 position at the end of the appointment without loss of seniority.

35                                      **2.           Appointment to a non-bargaining unit classification**

36                                      **a.**           When the appointment is to a non-bargaining unit  
37 classification, written verification of the temporary appointment will be provided to the employee  
38 and placed in the employee's personnel file.

39                                      **b.**           The employee's salary in the temporary appointment will  
40 be set according to the Personnel Rules governing promotions to non-bargaining unit positions.

41                                      **c.**           The following provisions will also apply to employee  
42 salary increases in the temporary appointment if the increase does not exceed the maximum of



1 the pay range in the temporary appointment classification:

2 i. The employee's salary will be increased by the  
3 percentage or fixed dollar amount of any COLA given to management employees.

4 ii. The employee shall receive a three percent (3%)  
5 increase in pay on the employee's anniversary date for their base classification to recognize  
6 the step increase the employee would have received if he or she was not in the temporary  
7 appointment.

8 **d. While in the temporary appointment:**

9 i. The employee is not eligible to receive overtime  
10 pay, shift differential, or other forms of pay not available to regular employees in a non-  
11 bargaining unit classification;

12 ii. The employee's health and welfare benefits plan  
13 will not change;

14 iii. The employee's accrual and use of paid leave  
15 will be governed by the rules applying to regular employees in a non-bargaining unit  
16 classification;

17 iv. The employee has the right to return to his or  
18 her bargaining unit position at the end of the appointment without loss of seniority and shall be  
19 placed at the same base hourly rate the employee would have received but for the temporary  
20 appointment; and

21 v. The employee will pay Union dues or such  
22 alternatives as are provided by Article 5, and will continue to be represented by the Union in  
23 accordance with Article 3.

24 **IV. Reclassification**

25 **A. Definition**

26 A reclassification review is an analysis of an employee's duties and  
27 responsibilities to determine whether he or she is in the correct classification. Individual  
28 employees or management may initiate a reclassification review by completing a request form  
29 and submitting it to Central Human Resources. Central Human Resources may also initiate  
30 studies of positions or groups of positions.

31 **B. Procedure**

32 1. Copies of completed request forms will be forwarded to the Union  
33 by the Central Human Resources within fifteen (15) days of receipt.

34 2. Central Human Resources will notify the Union when it initiates a  
35 study.

36 3. Central Human Resources will render a decision to affected  
37 employees with a copy to the Union within sixty (60) days of receiving a request or initiating a  
38 study.

39 4. If the employee is placed in a new classification, the wage range  
40 for that classification will be established by the procedures described in "Section V.A." below.

41 5. Wage increases resulting from an upward reclassification will be  
42 effective retroactively to the date of the reclassification request. However, the Human

1 Resources Manager or his or her designee may authorize retroactivity up to six (6) months  
2 prior to the date of the request.

3 **C. Resolution of Reclassification Disputes**

4 1. The outcome of a reclassification request may be appealed under  
5 Article 18 at Step 3 of the grievance procedure within fifteen (15) days of the date on which  
6 notice of the decision from Central Human Resources is received.

7 2. If the grievance is advanced to Step 4, the arbitrator will fashion his  
8 or her award within the following parameters:

9 a. The arbitrator shall be limited to deciding if the  
10 employee's principal duties fall within the classification to which his or her position is allocated  
11 by the County;

12 b. If the arbitrator determines that the position is improperly  
13 allocated, the arbitrator shall direct the County to allocate the position to another existing  
14 classification. If no appropriate classification exists, the arbitrator shall direct the County to  
15 establish such a classification;

16 c. The arbitrator shall have no authority to modify a  
17 classification or establish a new classification.

18 **V. Pay Adjustments**

19 A. If an employee's rate of pay is below the minimum for a new salary range,  
20 his or her pay will be raised to the minimum rate.

21 B. If an employee's rate of pay is within the new salary range but does not  
22 match a step in that range, his or her wage will be raised to the closest step. If the employee's  
23 rate of pay matches a step of the new range, there will be no change in his or her hourly rate.

24 C. If an employee's rate of pay is above the maximum of the new salary range,  
25 the rate will not change but will be frozen, and the employee will not receive any increases in  
26 base pay, specifically to include general wage increases. However, when the top step of the  
27 new range has risen to exceed the frozen rate of pay, the employee will be paid at the top step  
28 rate.

29 D. When an employee is reclassified, his or her anniversary date for a wage  
30 increase will not be changed.

31 **VI. Establishing Wage Rates for New Classifications**

32 **A. Method of Determining Wage Rates**

33 Wage rates for new and substantially revised classifications will be  
34 established by Central Human Resources in the following manner:

35 1. Assign a range which is reasonably related to the average mid  
36 point of wage ranges collected for comparable classifications within the agreed upon labor  
37 market or reasonable comparables.

38 2. In the event sufficient market comparable data are not available,  
39 Central Human Resources may, at its discretion, use point factor evaluation or internal equity  
40 to determine a new wage range for a classification based on comparable levels of complexity  
41 found within the County's structure.

42 3. Central Human Resources may, at its discretion, assign rates

1 higher than those indicated in "Subsection 2" above if such rates are indicated by conditions in  
2 comparable labor markets for workers in comparable classifications.

3 4. Central Human Resources shall notify the Union of the range and  
4 its effective date.

5 **B. Resolution of Disputes Concerning Wage Ranges Assigned to New**  
6 **Classifications**

7 1. Within ten (10) working days of receiving notice from Central  
8 Human Resources, the Union may notify the County's designee for labor relations of its desire  
9 to discuss the appropriateness of the pay range assigned.

10 2. If the parties are unable to reach agreement on a wage range, the  
11 matter will be resolved under Article 18 at Step 4 of the grievance procedure.

12 a. At Step 4 the arbitrator may either affirm that the pay  
13 range assigned by the County satisfies the requirements of "Section A" above, or specify the  
14 parameters within which a range would satisfy the criteria.

15 b. The arbitrator's decision will be final and binding and will  
16 be retroactive to the effective date established in the County's notice, per "Section VI.A.4"  
17 above.

18 **VII. Market Adjustments**

19 The Central Human Resources Manager, or his or her designee for classification and  
20 compensation administration, may notify the Union in writing that market based adjustments to  
21 the rates and ranges of certain classifications are warranted. Such adjustments may be  
22 implemented upon written approval of the Union.

23 **VIII. Qualified Arbitrator**

24 Recognizing the technical expertise required to adjudicate disputes relating to  
25 classification allocations and the establishment of pay rates, the parties agree to use an  
26 arbitrator with such technical expertise during the life of this Agreement.

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**ARTICLE 16**  
**PENSIONS**

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**I. PERS Membership**

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 238.680.

**II. Sick Leave in Application to Final Average Salary (PERS)**

In accordance with the terms and limitations of ORS 238.350 one half (½) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

**III. PERS Pick-up**

The County shall "pick up" the employee contribution to PERS as permitted by ORS 238.205. Should for any reason the ORS 238.205 "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-PERS members. Pursuant to ORS 238.205(5) and (6), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

**IV. OPSRP Employer Pick Up**

The County shall "pick up" the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-OPSRP members. Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

**V. Retiree Medical Insurance**

**A. Definitions**

For purposes of this section, a "retiree" refers to a person who retired from the County on or after the execution date of this Agreement and, at the time of retirement, occupied a position covered by this bargaining unit. For purposes of this

1 section, a "member" refers to an active employee(s) in a position covered by this  
2 Agreement.

3 **B. Right to Participate**

4 Except as otherwise provided by this section, retirees may continue to  
5 participate in the County medical plan available to members. Coverage of eligible  
6 dependents uniformly terminates when coverage of the retiree terminates, except as  
7 otherwise required by applicable state or federal law.

8 **C. Choice of Plan**

9 To the extent members are permitted to choose from among two (2) or  
10 more medical insurance plans, retirees shall be permitted to choose between the same  
11 plans under the same conditions and at the same times as apply to members. Retirees  
12 participating in the members' medical insurance plan shall be subject to the application of  
13 any change or elimination of benefits, carrier, administrator or administrative procedure to  
14 the same extent and at the same time as members.

15 **D. Retiree Responsibilities**

16 The retiree shall be responsible for promptly notifying the Benefits  
17 Administrator in writing, of any changes in the retiree's current address and of any  
18 changes in retiree or dependent eligibility for coverage.

19 **E. Eligibility for County Payment of One Half of Premium**

20 The following terms related to benefit payments, service, and age  
21 requirements shall also apply:

22 **1. Payment at Fifty-eight (58)**

23 The County shall pay one half (½) of the monthly medical  
24 insurance premium on behalf of a retiree and his or her eligible dependents from the  
25 retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the  
26 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if  
27 the retiree had:

28 **a.** five (5) years of continuous County service  
29 immediately preceding retirement at or after age fifty-eight (58) years, or

30 **b.** ten (10) years of continuous County service  
31 immediately preceding retirement prior to age fifty-eight (58) years.

32 **2. Payment at Fifty-five (55) or earlier**

33 The County shall pay one half (½) of the monthly medical  
34 insurance premium on behalf of a retiree and his or her eligible dependents from the  
35 retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's  
36 sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the  
37 employee had:

38 **a.** Thirty (30) years of continuous service with employers  
39 who are members of the Oregon Public Employee Retirement System and twenty (20) or  
40 more years of continuous County service immediately preceding retirement; provided,  
41 however that employees employed on or before July 1, 1992, who are eligible for PERS  
42 regular retirement with thirty (30) years of PERS service and twenty (20) years of County

1 service shall be eligible for County payment of half the medical premium without waiting  
2 until age fifty-five (55), or

3 **b.** Ten (10) years of continuous County service immediately  
4 preceding retirement in the event of disability retirement.

5 **F. Eligibility for Medicare**

6 Actual application for Medicare shall not be required for a finding that a  
7 retiree is "eligible for Medicare" under "Subsection E" of this section.

8 **G. Part-Time Pro-rating**

9 Part-time service in a regular budgeted position shall be pro-rated as  
10 half for purposes of the service requirements under "Subsection E" of this section. (For  
11 example, part-time service for two (2) months would equal one (1) month toward the  
12 applicable service requirement.)

13 **H. Requirement to Continuously Participate**

14 In addition to the other requirements of this section, continued medical  
15 plan participation or benefit of County contributions is conditioned on the retiree's  
16 continuous participation in a County sponsored medical and/or dental insurance plan from  
17 the time of retirement, and upon the retiree's timely payment of the applicable retiree  
18 portion (i.e., fifty percent (50%) or one hundred percent (100%) as applicable) of the  
19 monthly premium. Failure to continuously participate or make timely and sufficient  
20 payment of the applicable retiree portion of the monthly premium shall terminate the  
21 retiree's rights under this section. The County shall inform the retiree of the identity and  
22 mailing address of the County's collection agent at the time the retiree signs up for  
23 continued post-employment medical and/or dental insurance coverage, and shall inform  
24 the retiree of changes in collection agent not less than forty-five (45) days in advance of  
25 the effective date of such change.

26 **I. State and Federal Tax Offset**

27 In the event County medical insurance premium payments on behalf of  
28 retirees or their dependents are made subject to state or federal taxation, any additional  
29 costs to the County shall be directly offset against such payments required under this  
30 section. (For example, if the effect on the County of the additional tax is to increase the  
31 County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree  
32 premium, the County's contribution shall be reduced to forty percent (40%) of premium so  
33 that net County costs will remain unchanged.)

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**ARTICLE 17**  
**DISCIPLINARY ACTION**

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**I. Forms of Discipline for Cause and Notice Requirements**

Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. Oral or written reprimands do not require prior written notice.

**II. Definition of Cause**

Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

**III. Appeal Rights**

**A. Written Reprimand**

Any regular, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure set out in Article 18.

**B. Reduction in Pay, Demotion, Suspension, or Dismissal**

Any regular, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within fifteen (15) days of receipt of the letter imposing disciplinary action. The employee shall submit the grievance to the supervisor or manager who imposed the discipline. For example, if the discipline was imposed by a department director, the matter would be submitted directly to the department director at Step 2.

**C. Other**

Written documents (excluding performance evaluations) given to an employee that addresses deficient work performance/conduct and is not discipline may be appealed to the department director. Such documents will not be placed in the employee's personnel file.

**IV. Manner of Accomplishing Reprimands**

If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

**V. No Abridgement of Rights**

Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Employees have the right to Union representation. If the employee so desires, he or she shall be afforded Union representation.

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**ARTICLE 18**  
**SETTLEMENT OF DISPUTES**

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**I. Purpose**

Any grievance or dispute involving the application, meaning or interpretation of this Agreement shall be settled under the provisions of this article.

**II. Filing a Grievance**

**A.** Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

**B.** A grievance is filed when the grievant or his or her union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievant may use a grievance form provided by the Union or submit a memorandum containing the following information:

1. Name of the grievant(s)
2. The date of filing
3. Relevant facts and explanation of the grievance
4. A list of the articles of the contract allegedly violated
5. A description of remedy sought

**C.** In order to be timely, grievances must be filed as follows:

1. Disciplinary grievances must be filed within fifteen (15) days after receipt of the letter imposing disciplinary action.

2. Non-disciplinary grievances must be filed within fifteen (15) days of the alleged violation of the contract, or within fifteen (15) days of the date on which either the grievant or his or her representative became aware, or should have become aware, of its occurrence. Whether or not the grievant or the union was aware of the alleged violation, no grievance may be filed more than sixty (60) days from the date of its occurrence. However, the sixty (60) day limitation cited above is not intended to affect the pursuit of grievances regarding alleged ongoing violations of the contract.

3. Grievances regarding the calculation of seniority will be timely filed according to the provisions of Article 21, Seniority and Layoff, "Section VII.B.1".

4. For the purposes of this article, as in the rest of this Agreement, "days" means "calendar days," unless otherwise specified. However, if the 15<sup>th</sup> and/or final day, whichever is applicable, falls on a weekend or holiday, as defined in Article 7.A. except for floating holiday time, the 15<sup>th</sup> and/or final day will be considered the next business day immediately following the weekend or holiday.

5. Submissions at each step of the grievance procedure will be considered timely if they are mailed or delivered by eleven-fifty-nine (11:59) p.m. of the last day. Failure on the part of the moving party to process grievances within the time limits at any step in accordance with the provisions of this Article shall constitute a waiver



1 of the grievance. Timelines at any stage of the grievance procedure may be extended by  
 2 mutual agreement between the County and the Union. The parties agree that the  
 3 timelines for filing and responding to a grievance at any step will be held in abeyance from  
 4 the last business day prior to the observed Christmas Day holiday to the first business day  
 5 after the observed New Year's Day holiday.

6 **D.** Grievances will be filed at Step 1 of the grievance procedure (see  
 7 "Subsection 3" below) with the following exceptions:

8 1. The County and the Union mutually agree to filing at a higher  
 9 step.

10 2. Disciplinary grievances will be filed with the manager or  
 11 supervisor who imposed the discipline. If he or she is the department director, the  
 12 grievance will be filed at Step 2.

13 3. The following types of grievances will be filed at Step 3:

14 a. Grievances regarding the calculation of seniority per  
 15 Article 21, Seniority and Layoff, "Section VII.B.1".

16 b. Grievances regarding reclassifications per Article 15,  
 17 Classifications and Pay Ranges, "Section IV.D".

18 c. Grievances regarding changes in existing conditions  
 19 per Article 24, General Provisions, "Section IV.C";

20 d. Grievances regarding work rules per Article 24,  
 21 General Provisions, "Section III.D".

### 22 **III. The Steps of the Grievance Procedure**

#### 23 **A. Step 1. The Immediate Supervisor:**

24 Grievances submitted at Step 1 will be filed with the grievant's  
 25 immediate supervisor. The grievant's supervisor, or other manager or supervisor  
 26 appointed by the department, will respond in writing to the grievant or his or her Union  
 27 representative within fifteen (15) days of receipt.

28 There will be a mandatory meeting either at Step 1 or at Step 2 of the  
 29 grievance procedure to formally discuss the grievance. Unless an exception is agreed  
 30 upon by the Union and the County, the meeting will be attended by the grievant, the  
 31 manager and/or supervisor designated by the County, and the Steward and/or other Union  
 32 representative. If the grievance is a class grievance, a representative employee shall be  
 33 deemed the grievant for the purposes of the mandatory meeting.

#### 34 **B. Step 2. The Department Director:**

35 Grievances submitted at Step 2 and grievances unresolved at Step 1  
 36 may be presented by the grievant or his or her Union representative to the department  
 37 director or his or her designee. Unresolved grievances must be submitted within fifteen  
 38 (15) days after the response is due at Step 1. The department director will respond in  
 39 writing to the grievant or his or her Union representative within fifteen (15) days of receipt.

#### 40 **C. Step 3. Labor Relations:**

41 Grievances submitted at Step 3 and grievances unresolved at Step 2  
 42 may be presented by the grievant or his or her Union representative to the Labor Relations

1 Manager or his or her designee. Unresolved grievances must be submitted within fifteen  
2 (15) days after the response is due at Step 2. Labor Relations will respond in writing to  
3 the grievant or his or her Union representative within fifteen (15) days of receipt.

4 **D. Step 4. Arbitration:**

5 If the grievance has not been answered or resolved at Step 3, the Union  
6 may, within fifteen (15) days after the expiration of the time limit specified in Step 3,  
7 request arbitration by written notice to the County.

8 Within fifteen (15) days of submitting a grievance for arbitration, the  
9 Union shall request a list of the names of seven (7) arbitrators from the State of Oregon  
10 Employment Relations Board. The Union and the County shall select an arbitrator from  
11 the list by mutual agreement. If they are unable to agree on a method, the arbitrator will  
12 be chosen by the method of alternate striking of names, the order of striking to be  
13 determined by lot. One day shall be allowed for the striking of each name. The final name  
14 left on the list shall be the arbitrator. Nothing in this section shall prohibit the Union and  
15 the County from agreeing upon a permanent arbitrator or permanent list.

16 The Union and the County agree that no less than five (5) days prior to  
17 any scheduled arbitration hearing, they will mutually exchange copies of all exhibits and  
18 names of witnesses intended to be offered at the hearing, except the work product of any  
19 attorney or authorized representative involved.

20 No less than five (5) days prior to the scheduled arbitration, the Union  
21 and the County shall submit to the designated arbitrator a signed stipulation of the issue  
22 before the arbitrator. In the event they are unable to stipulate the issue in dispute, each  
23 party shall, not later than four (4) days prior to the scheduled arbitration, submit to the  
24 arbitrator and the other party a signed statement of the issue that party asserts is in  
25 dispute.

26 The arbitrator shall be requested to begin taking evidence and  
27 testimony within twenty-five (25) days after submission of the request for arbitration; and  
28 the arbitrator shall be requested to issue his or her decision within thirty (30) days after the  
29 conclusion of testimony and argument. The Union and the County hereby vest the  
30 arbitrator with authority to compel the attendance of witnesses on behalf of either party by  
31 issuance of a subpoena, the cost of which shall be borne by the party requesting the  
32 subpoena.

33 The arbitrator's decision shall be final and binding, but he or she shall  
34 have no power to alter, modify, amend, add to, or detract from the terms of this  
35 Agreement. The arbitrator's decision shall be within the scope and terms of the  
36 Agreement and in writing. Any decision of the arbitrator may provide for retroactivity not  
37 exceeding sixty (60) days prior to the date the grievance was first filed, and it shall state  
38 the effective date of the award.

39 Expenses for the arbitration shall be borne by the losing party. Each  
40 party shall be responsible for compensating its own representatives and witnesses. If  
41 either party desires a verbatim recording of the proceedings, it may cause such record to  
42 be made, on the condition that it pays for the record and makes copies available without

1 charge to the other party and/or the arbitrator.

2 Any time limits specified in the grievance procedure may be waived by  
3 mutual consent of the parties. A grievance may be terminated at any time upon receipt of  
4 a signed statement from the aggrieved party that the matter has been resolved.

5 **E. Content of Grievances and Responses**

6 The parties agree that it is mutually beneficial if grievances and  
7 responses contain adequate explanations of the position of the parties at each step of the  
8 process. Failure to do so will not be subject to grievance.

9 **IV. Representation of Employees**

10 **A. The Union as Exclusive Representative**

11 1. The Union is the exclusive representative of bargaining unit  
12 employees with respect to conditions of employment governed by this Agreement under  
13 the State of Oregon Public Employees Collective Bargaining Act.

14 2. Attorneys who do not represent the Union or the County may  
15 appear at grievance meetings and hearings only at the mutual consent of the Union and  
16 the County.

17 3. An employee may file a grievance through Step 3 of the  
18 grievance procedure without the assistance of the Union; however, departure from the  
19 grievance procedure described herein shall automatically nullify the Union's obligation to  
20 process the grievance. Also, whether or not the employee seeks Union assistance, the  
21 Union must be given the opportunity to be present when a settlement offer is made, and  
22 any settlement must be consistent with the terms of this Agreement.

23 **B. Stewards**

24 1. **Definition and designation**

25 Employees selected by the Union as employee  
26 representatives shall be known as "Stewards." The names of the Stewards and the  
27 names of other union officers and Staff Representatives, who may represent employees,  
28 shall be certified in writing to the County by the Union.

29 2. **Processing of grievances by Stewards**

30 a. Upon notification to the grievant's supervisor of the  
31 name of the grievant and the tentative cause of the grievance, or the name of the subject  
32 of a disciplinary investigatory interview, a Steward(s) responsible for the grievant's work  
33 area may investigate and process grievance(s) at the work site during working hours  
34 without loss of pay, or in the case of an investigatory interview, participate in such  
35 interview without loss of pay. All efforts will be made to avoid disruptions and interruptions  
36 of work.

37 b. Employees meeting with their Steward to process a  
38 grievance will also be permitted to do so without loss of pay during working hours.

39 c. A Steward may not process a grievance in any other  
40 work area than the one to which he or she is assigned by the Union unless mutually  
41 agreed by the Department and the Union.

42 3. **Chief Stewards**



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ARTICLE 19  
MODIFICATION OF WORK PERFORMED  
BY THE BARGAINING UNIT:  
CONTRACTING, INTERGOVERNMENTAL AGREEMENTS,  
AND USE OF VOLUNTEERS

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I. **Contracting**

A. **Limitations on Contracting**

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however, and the County is unable to find suitable or comparable alternative employment for the employees, this contracting or subcontracting will occur only if it was anticipated and considered as a part of the budgeting process and the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

B. **Meeting with the Union**

1. **Layoffs.**

The County agrees to meet with the Union to discuss the effect of proposed contracting out or subcontracting which would result in layoff prior to the presentation of the proposal to the Board for adoption. The County further agrees to meet with the Union, at its request, to explore the alternative of work force reduction by attrition.

2. **Contract Reviews**

Parties agree to meet during the term of this agreement for the purpose of reviewing work that is contracted out, such as custodial work and the feasibility of such work being performed by bargaining unit employees.

3. **Contracting In**

The County and the Union also agree to allow the Union the opportunity to bid on work which is being considered for contracting out in accordance with a procedure that is mutually agreed upon by the County and the Union.

C. **No Interference with Contract**

Any contracting out of bargaining unit work under the terms of this article shall be bound exclusively by the exercise of the discretion of the Board of County Commissioners, and any appropriate elected executive, subject only to the limitations of this article and laws in effect at the time of execution of this Agreement. This exercise of discretion shall specifically not be bound by the requirements of any Initiative Petition, or law promulgated thereto, which becomes effective subsequent to the execution of this Agreement.

II. **Intergovernmental Agreements**

The County agrees to notify the Local 88 Business Agent and/or President when an

1 Intergovernmental agreement which would affect the transfer of employees to or from the  
2 County is placed on the Board agenda. The County also agrees to provide the Union with a  
3 specific plan and its probable impact relative to Intergovernmental Agreements involving  
4 employee transfer, when such Agreements are anticipated, at least thirty (30) days prior to  
5 formal Board consideration of budget modifications or the Board's adoption of the annual  
6 budget related to such a transfer.

7 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**  
8 **Acquisition of Positions**

9 **A.** The County and the Union recognize the provisions of ORS 236.610 through  
10 236.650 in the event an employee of the County is transferred to another public employer as  
11 defined under ORS 236.610(2) for reason of merger, consolidation or cooperation agreement.

12 **B.** All employees acquired by the County as a result of merger, consolidation,  
13 cooperation agreement, or acquisition of a facility, shall be entitled to all rights and benefits  
14 granted employees under this Agreement and ORS 236.610 through 236.650.

15 **IV. Volunteers**

16 The County shall have the right to use volunteers at any time for any purpose. If a  
17 volunteer program is instituted which the Union reasonably believes may lead to employee  
18 layoffs, the County shall at the Union request meet and confer concerning alternatives which  
19 would eliminate or mitigate adverse impact on employees.

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**ARTICLE 20**  
**WORKLOAD AND STANDARDS,**  
**TRAINING, PERFORMANCE EVALUATION, AND ORGANIZATIONAL EXCELLENCE**

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**I. Workloads and Standards**

It is the County's right to establish the workload for employees. In addressing the assigned workload the employee's supervisor may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be posted or individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

When changes in functions, size, organization, mission, technology or equipment result in changes to the duties assigned to positions or the classification of positions, and employees occupying those positions do not meet the new required knowledge, skills and abilities, such changes will be brought forward by management or the union to the Employee Relations Committee (ERC). The ERC will review the matter for alternatives that meet the needs of the County with the least amount of impact on the bargaining unit members. This review does not apply to employees who would be subject to layoff based position elimination and/or budget reductions.

**II. Employee Development and Training**

**A.** Any time an employee is specifically required by management to participate in any development and training program shall be considered time worked for pay purposes, and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the County.

**B.** The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities. Each department's labor-management committee will create a subcommittee of equal representation to develop a process for distribution of training opportunities. The subcommittee will also develop guidelines for employees to use when requesting training and for supervisors to use when determining appropriate training authorization.

**1.** The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

**2.** Employees may obtain information on how to apply for training or educational subsidies from their Departmental Human Resource Office.

**3.** If approved prior to enrollment, reimbursements will be made within thirty (30) days of successful completion of the training or coursework, provided the employee has submitted verification as required under department policy.

**III. Performance Evaluation**

1           **A.**       The County may implement and maintain performance evaluation processes  
2 involving members of the bargaining unit. It is the desired goal of the County and Local 88 for  
3 all employees to have their work performance evaluated annually.

4           **B.**       Employees will have the right to attach a response to any evaluations in their  
5 personnel files.

6           **C.**       No evaluations or employee responses will be admissible in any disciplinary  
7 or arbitration hearing.

8           **D.**       All performance evaluations shall be signed by the employee's supervisor,  
9 who shall bear ultimate responsibility for the content of the evaluation.

10          **E.**       County performance evaluation forms will include a section on individual  
11 training and career development.

12 **IV.    Organizational Excellence**

13           The parties are committed to the continuation of Labor Management cooperation  
14 as represented by the ERC process. To further support this process:

15          **A.    Joint Training**

16           Joint training shall be provided on an annual basis to all shop Stewards  
17 and representative managers and supervisors on matters related to contract  
18 administration and the management of problem employees and teams. The purpose of  
19 this training will be to develop mutual understanding of basic processes and roles.  
20 Additionally, to support team development and quality initiatives, such training will involve  
21 appropriate group process and quality components.

22          **B.    Employee Participation and Teams**

23           It is understood that many of the terms of this Agreement are based on  
24 an individual rights and obligation model. The parties recognize that employees are  
25 increasingly involved in employee participation processes and working in teams. In such  
26 instances as issues arise from these processes, which may involve the terms of this  
27 Agreement, the parties will meet upon the request of either party to discuss any  
28 appropriate action. Mutually agreeable terms of any needed exceptions and  
29 understandings shall be in conformance with Article 26, Entire Agreement.



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**ARTICLE 21**  
**SENIORITY AND LAYOFF**

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**I. Definitions**

**A. Layoff:**

A reduction in force in classification for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by classification within the affected department. Reductions in force include both the elimination of positions and changes in a position's status from full time to part-time.

**B. Continuous Service:**

Means uninterrupted employment with Multnomah County subject to the following provisions:

1. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.610 through 236.650.

2. Continuous service is terminated by voluntary termination, involuntary termination due to expiration of a recall list, removal from a recall list after layoff pursuant to "Section IV.F" of this article, or discharge for cause.

**C. Bumping:**

The displacement of the least senior regular employee in the affected classification by another regular employee within the department with more seniority or if there is not a less senior employee in the classification in the department, then the displacement of the least senior regular employee in the classification in the County.

**D. Equivalent Classification:**

Refers to matching by the County HR Director or his/her designee of an abolished classification with a current classification that has substantially the same duties, authority, and responsibility.

**E. Classification Previously Held:**

Refers to a classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

**F. Regular Employee:**

Refers to the status a classified employee acquires after successful completion of the probationary period for the classification to which the employee was appointed.

**G. Regular position:**

Refers to a county service position budgeted for each fiscal year.

**H. Lateral Classification:**

Refers to a classification or its equivalent which has the same top step as the employee's current classification.

**I. Affected by Layoff:**

1 Refers to an employee who was demoted, laid off, or reassigned as a result  
2 of a layoff process under the provisions of this article.

3 **J. Regular Appointment:**

4 Refers to the appointment of an employee to a regular position from a  
5 certified list of eligibles.

6 **II. Seniority**

7 **A. Seniority will be determined as follows:**

8 1. The total length of continuous service with the County; if a tie  
9 occurs, then

10 2. Test score on the Civil Service Examination, if available, for the  
11 classification; if a tie occurs or if the test scores are not available, then

12 3. It shall be broken by random selection using a computerized  
13 logarithm with a member of Central Human Resources and the Union present when the order  
14 is selected.

15 **B. In computing seniority for regular employees, the following factors**  
16 **will be taken into account:**

17 1. Part-time work will count on a full-time basis.

18 2. Time on authorized leave taken with pay will count.

19 3. When an authorized leave without pay exceeds thirty (30) days,  
20 no time spent on that leave will count.

21 4. Time spent in unclassified or management service  
22 appointment status will not count, except for purposes of vacation accrual.

23 5. Time spent in on-call status will not count.

24 6. Prior to regular appointment, all continuous, contiguous service,  
25 performing duties consistent with work done by members of a bargaining unit, in temporary  
26 status, limited duration or work out of class shall count.

27 7. When a layoff exceeds thirty (30) days, no time spent on layoff  
28 will count.

29 8. Time spent in a trainee capacity, e.g., in state or federal trainee  
30 programs, will not count.

31 9. Time spent working for another government will count if the  
32 employee was transferred to a bargaining unit position in Multnomah County pursuant to ORS  
33 236.610 through 236.650.

34 10. Seniority shall be forfeited by discharge for cause, voluntary  
35 termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of this article.

36 11. Current rules for calculation of seniority as contained in this article  
37 do not alter seniority determinations under prior Local 88 contracts.

38 **III. Layoff Rules**

39 The County will notify regular employees affected by layoff of the reason for the  
40 action and of their reassignment or layoff, according to the provisions of this section.

41 **A. Reassignment of Regular Employees During a Layoff**

42 Layoffs will be identified by classification within the affected department and

1 County. Employees holding positions that perform functions to be discontinued will be subject  
2 to the following in order of seniority:

3 1. Reassignment to a regular position in the same classification  
4 and within the employee's current department, or if the employee does not have enough  
5 seniority, then

6 2. Reassignment to a regular position County wide, in the  
7 following order:

8 a. Reassignment to a position in the same classification; or,  
9 if the employee does not have enough seniority, then

10 b. Reassignment to a position in a lower or equivalent  
11 classification previously held, or if the employee does not have enough seniority, then

12 c. Change of status between full-time and part-time, or if the  
13 employee does not have enough seniority, then

14 3. Reassignment to a limited duration position, in the same order as  
15 in Article 21.III.2, above, provided the Union and the County mutually agree to the placement.

16 4. Layoff.

17 **B. Voluntary layoff, bumping, or reduction in hours**

18 1. **Lower Bumping Options**

19 An employee may voluntarily choose to take a lower bumping  
20 option provided such option is available and does not adversely affect another regular  
21 employee who would not have been impacted had the employee bumped in the order specified  
22 above, and will not result in increased costs to the County. Such election will be made in  
23 writing within three (3) working days and submitted to Central Human Resources. Where more  
24 than one option exists, the employee shall list his or her preference(s) in rank order.

25 2. **Reduction in Hours**

26 Any employee in a classification affected by layoff may request to  
27 be reassigned to a vacant position with fewer assigned hours per week if such reassignment  
28 would mitigate the impact of the layoff on other employees and does not result in increased  
29 costs to the County.

30 3. **Voluntary Layoff**

31 Any employee in a classification affected by layoff may request  
32 voluntary layoff if such action does not result in increased costs to the County. When  
33 management identifies classifications to be laid off, management will first in order of seniority,  
34 look for volunteers to be laid off. Employees who agree to a voluntary layoff out of seniority  
35 order will have no bumping rights and such employee will be placed on a recall list in  
36 accordance with this Article.

37 **C. Non-Regular Employees during a Layoff**

38 1. Within an affected classification and department, temporary, non-  
39 regular probationary, and other employees who do not have classified status and who are  
40 occupying budgeted positions will be terminated before employees with classified status are  
41 affected by layoff. Employees without status who are terminated will not be placed on recall  
42 lists and do not have bumping rights.

1                                   2.     An employee who has not completed a probationary period  
2 following promotion to a classified position and is affected by layoff shall be returned to the  
3 position previously held.

4                                   3.     Probationary employees terminated or demoted in accordance  
5 with "Subsection 1" and "Subsection 2" above will be placed on reinstatement lists for one (1)  
6 year from the date of their termination or demotion. They may, at the County's discretion, be  
7 reinstated to their former classification if there are no regular employees who are on a recall list  
8 for that classification. Probationary employees who are reinstated will be treated as if they  
9 have been on a leave of absence for purposes of computing seniority and length of  
10 probationary period.

11                   **D.     Layoff Processing for Employees on a Leave of Absence Without Pay**

12                                   1.     **Employee notification**

13   Employees who are on a leave of absence without pay which is  
14 scheduled to continue after the layoff effective date and whose classifications are expected by  
15 the County to be affected by an upcoming layoff process will be notified in writing and given an  
16 option to return from leave.

17                                   2.     **Use of positions during the layoff process**

18   If no response is received by the County within five (5) days of  
19 written notification, or if the employee declines to return from leave of absence, or if the  
20 employee is unable to return from leave of absence, the position from which the employee is  
21 on leave of absence will be treated as a vacant position during the layoff process and will be  
22 available to be filled by another employee who is affected by the layoff process, according to  
23 the provisions of this article.

24                                   3.     **Return from family medical leave without pay**

25   After a layoff process affecting the employee's classification has  
26 occurred, employees who are on Family Medical Leave without pay immediately prior to  
27 returning to work will return to the position formerly held, and the employee occupying that  
28 position will be reassigned according to seniority pursuant to this article.

29                                   4.     **Return from other leave without pay**

30   After a layoff process affecting the employee's classification has  
31 occurred, employees not on Family Medical Leave without pay immediately prior to returning to  
32 work will be reassigned according to seniority pursuant to this article.

33                                   5.     **Recalculation of seniority after leave of absence without pay**

34   All employees on leave of absence without pay that exceeds  
35 thirty (30) days will have their seniority recalculated upon their return from leave so that none of  
36 the time on the leave of absence without pay counts toward seniority per "Section II.B.3" of this  
37 article.

38                   **E.     The Bumping Process**

39   Regular status employees who are affected by layoff are reassigned using  
40 the rules listed in Article 21.III.A. In addition, the bumping process is administered with the  
41 following considerations:

42                                   1.     **Budgeted Positions**

1 Vacancies that are created and approved by the Board of County  
2 Commissioners to be effective the day following the layoff date shall be treated as vacancies  
3 available during a layoff process.

4 **2. Reassignment to Vacancies and Employee Preferences**

5 Reassignment of employees to vacant positions within the  
6 employee's current department, if available, will always take precedence over their bumping  
7 another employee; where multiple vacancies are available within the employee's current  
8 department, the County will take into account the employee's preferences for shift assignment,  
9 part-time or full-time status, work location, and work assignment to the extent practical prior to  
10 reassignment of the employee to a vacancy. An employee who is offered options must  
11 indicate a preference within three (3) working days of receipt of notice of the options in order to  
12 exercise that option.

13 **3. Bumping Less Senior Employees**

14 If bumping is necessary, the least senior employee in the affected  
15 classification in the department will be bumped. If there is no employee with less seniority in  
16 the classification in the department, then assignment to a vacant position in the County in the  
17 affected classification, if no vacant position, then the least senior employee in the affected  
18 classification in the County will be bumped.

19 **4. Previously Held Classifications**

20 If there is no employee in the classification in the County with less  
21 seniority then the employee will be bumped to a classification previously held. If the employee  
22 held more than one previous classification, order shall be to the previous class held and so  
23 forth. Employee bumping rights includes right to bump into a previous classification with a  
24 higher maximum salary only if the higher salary rate of the previously held class is due to a  
25 salary adjustment for that class resulting from a classification /compensation study and the  
26 employee moved from the class as a result of a lateral transfer, promotion or reclass. If an  
27 employee bumps to a classification previously held and did not complete the probationary  
28 period in the class, employee will be required to complete probation according to the terms of  
29 Article 2, Section IX.

30 **5. Change of Full-Time and Part-Time Status**

31 Full-time employees will be reassigned only to full-time positions  
32 and part-time employees will be reassigned only to part-time positions, unless reassignment to  
33 the other status is the only available option other than layoff.

34 **6. Library Specific Classifications**

35 **a.** An employee being laid off from a Library specific  
36 classification and demoting into a previously held Library specific classification as a result of a  
37 layoff may request to exercise layoff options based on the FTE:

- 38 i. The employee holds at the time of the layoff; or  
39 ii. The employee held immediately prior to promoting into

40 his/her current classification.

41 **b.** The employee must notify the Library Layoff Coordinator  
42 within three (3) business days (Monday-Friday) of receipt of notice of the FTE he or she

1 chooses, otherwise the employee will be laid off or reassigned based on part or full-time status  
2 in the classification held at the time of receipt of the layoff notice.

3 **7. Job Share Agreements**

4 **a.** Employees who are participating in job share agreements at  
5 the time the layoff process is being administered will be treated like part-time employees for the  
6 purposes of bumping and reassignment.

7 **b.** If a part-time employee bumps into a position that has an  
8 existing job share agreement, the employee must agree to the terms of the existing job share  
9 agreement.

10 **8. Shift Assignment**

11 Shift assignment will not have an effect on the layoff process.

12 **9. Failure to Accept a Reassignment**

13 Employees who are reassigned to a position pursuant to these  
14 provisions and do not accept that position will be deemed to have resigned.

15 **10. Qualified to Perform the Duties of the Position**

16 Employees may not be reassigned to positions under this article  
17 unless qualified to perform the duties of that position. An accurate job description, including  
18 any approved knowledge, skills, or abilities required for the position, must be on file with  
19 Central Human Resources prior to issuance of layoff notices. Employees may be denied rights  
20 otherwise available under these provisions only if they lack knowledge, skills or abilities  
21 required for the position that are not easily learned on the job within ninety (90) days. If an  
22 employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar days  
23 during the ninety (90) day orientation period, the orientation period will be extended by the  
24 amount of the leave. Employees may be required to take and pass qualifying examinations in  
25 order to establish their rights to specific positions.

26 When the County determines that knowledge, skills or abilities  
27 (KSAs) in addition to minimum qualifications are required for a position, the Union may appoint  
28 a Steward or officer familiar with that job classification to participate in discussions about the  
29 required KSAs and the content of any qualifying examination used as part of the bumping  
30 process. Nothing requires the County to develop an examination at the time the KSAs are  
31 approved nor prevents it from modifying an examination at a later date provided the Union is  
32 provided an opportunity to participate in discussions regarding the new or revised exam used  
33 during bumping.

34 **11. Request for Leave**

35 Employees who are reassigned or demoted pursuant to these provisions  
36 may request up to three (3) days of leave without pay prior to reporting to their new work  
37 assignment, consistent with the County's voluntary furlough program, and subject to approval  
38 of the appropriate manager.

39 **12. Freezing of Personnel Actions**

40 To ensure that data about vacancies and employee work assignments are reliable and  
41 that bumping options are accurate, the County HR Director may freeze all personnel  
42 transactions as determined appropriate beginning four (4) weeks prior to the date a layoff

1 is implemented and ending the day immediately following the effective date of the layoff.

2 **13. Evaluation of Layoff Activities**

3 The County will regularly evaluate layoff and bumping activities,  
4 including giving affected employees an opportunity to provide feedback to improve layoff and  
5 bumping processes.

6 **IV. Notice and Recall List**

7 **A.** Employees who are subject to reassignment, demotion, or layoff pursuant  
8 to the provisions of this article shall receive a notice in writing at least fifteen (15) days prior to  
9 such action. The notice shall state the reason for the action and shall further state that the  
10 action does not reflect discredit on the employee. The Union will be provided a copy of the  
11 notice.

12 **B.** Employees in limited duration assignments will be placed on recall lists only  
13 for classifications in which they have previously achieved regular status. Limited duration  
14 employees who have not previously achieved regular status do not have recall rights.

15 **C.** Employees who are laid off, demoted, or reassigned to a lateral  
16 classification and/or reassigned between full-time and part-time status will be placed on the  
17 recall lists, according to seniority. Employees will be placed on all the recall lists that meet the  
18 criteria below. (For example, employees who are demoted and reassigned from full-time to  
19 part-time will be placed on the recall lists for full-time appointment in the current classification,  
20 for part-time appointment in the higher classification, and for full-time appointment in the higher  
21 classification):

22 1. Employees who are laid off will be placed on the recall list for  
23 the classification held by the employee at the beginning of the layoff process.

24 2. Employees who are demoted will be placed on the recall list for all  
25 the classifications held by the employee at the beginning of the layoff process to, but not  
26 including, the one the employee demoted to.

27 3. Employees who are reassigned to a lateral classification or to a  
28 classification previously held will be placed on the recall list for the classification held by the  
29 employee at the beginning of the layoff process.

30 4. Employees who are reassigned from full-time to part-time will be  
31 placed on the list for recall to full-time assignment.

32 5. Employees who are reassigned from part-time to full-time will be  
33 placed on the list for recall to part-time assignment.

34 **D.** Employees who are placed on a recall list pursuant to these provisions will  
35 be provided with appropriate information concerning the rights after layoff, and their  
36 responsibilities. Information will include, but not be limited to, information concerning the  
37 County's rules on reinstatement, and will offer employees the opportunity to provide alternate  
38 contact information for recall notice.

39 **E.** Prior to issuing an open competitive recruitment for a vacancy, hiring  
40 managers should review any active recall lists and determine if the vacancy should be  
41 announced for internal applications first, in order to allow employees on recall lists in other  
42 classifications to have the opportunity to be considered.

1           **F.**       Employees who are reassigned to positions in the same classification,  
2 resign, or elect to retire will not be placed on recall lists.

3           **G.       Removal from Recall List**

4           Employees will remain on a recall list for twenty-four (24) months from the  
5 date of placement on the list. Within that time period, employees will be removed from the  
6 recall list only under the following circumstances:

- 7                   1.       Upon written request of the employee; or
- 8                   2.       Upon their retirement; or
- 9                   3.       Upon acceptance of recall from the list; or
- 10                  4.       Upon declining an offer of recall (unless the offer is for a limited  
11 duration appointment); or
- 12                  5.       Upon the employee's failure to respond to a certified letter sent to  
13 the employee's last known address within fourteen (14) days of mailing; or
- 14                  6.       Disciplinary termination for cause.

15           **H.       Effect of Recall on Seniority**

16 Employees who are laid off and are on recall list(s) and return to regular County  
17 employment for any reason will be treated as if they have been on a leave of absence  
18 without pay for the purpose of computing seniority.

19           **V.       Recall**

20           **A.**       Employees on a recall list will be certified in order of seniority, before  
21 applicants who qualify through examination, provided they are qualified to perform the duties of  
22 the position. Employees on a recall list shall be offered appointment to vacancies, in order of  
23 seniority, except when they lack knowledge, skills or abilities required for the position that are  
24 not easily learned on the job within ninety (90) days.

25           **B.**       Employees may be required to take and pass qualifying examinations in  
26 order to establish their rights to specific positions. The hiring manager is required to state in  
27 writing what qualification(s) the employee lacks that the position requires. The employee will  
28 remain on the recall list for certification to other vacancies during his or her term of eligibility.

29           **C.**       Failure to recall an employee, except as provided above, will be deemed a  
30 dismissal of that employee for cause, and will be reviewed and processed according to the  
31 provisions of Article 17, Disciplinary Action.

32           **VI.      Seniority Application**

33           **A.**       The above terms for determination of seniority shall apply not only to  
34 the layoff process, but also to other situations in which seniority is applied, including total  
35 service for the purpose of vacation accrual rates.

36           **B.**       Seniority determinations shall have no application to retirement matters.

37           **C.**       The County agrees to make available to the Union upon request copies of  
38 any personnel list the County maintains regarding seniority or classification changes.

39           **VII.     Posting Process**

40           **A.       Seniority List Posting**

41           Lists showing seniority within the County and seniority within classification  
42 shall be provided to the Union, posted electronically, and posted on Union bulletin boards in



1 work units where employees do not have readily available computer access, on or about  
 2 March 1<sup>st</sup> of each year or anytime an employee or employees are notified that their position(s)  
 3 is being eliminated. Employees may request a copy of the seniority list from their department  
 4 human resources unit at any time.

5 **B. Seniority List Appeals**

6 1. Employees who have concerns about the calculation of their  
 7 seniority shall notify Central Human Resources with a copy to the Union. If an employee's  
 8 concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the  
 9 grievance procedure within thirty (30) days of his or her initial consultation with Central Human  
 10 Resources. If no grievance is filed within the thirty (30) days, the seniority calculation is  
 11 deemed correct and no grievances may be filed on that issue at a later date. If a Step 3  
 12 grievance is filed, and Central Human Resources denies the grievance by upholding the  
 13 seniority calculation, the Union may exercise its' right to move the issue to arbitration in  
 14 accordance with Article 8, Section III. If the Union chooses to not move the issue to arbitration  
 15 by making such a request within fifteen (15) days of the Step 3 response, the seniority  
 16 calculation will be deemed correct and no grievances may be filed on the issue again in the  
 17 future.

18 2. Employees may only file grievances over seniority calculations  
 19 that have been accrued since the effective date of the previous contract. (For example, in the  
 20 2011 – 2014 contract, employees may only file grievances over seniority that has been  
 21 accrued since the July 1, 2007, which is the effective date of the 2007 – 2011 contract.)

22 3. Seniority dates will be frozen during the bumping/layoff  
 23 process consistent with the commencement of the KSA freeze date as defined in Section  
 24 III.E.9 above.

25 4. When a seniority date is changed due to a grievance, the  
 26 affected employees and the Union shall receive written notification of the new seniority  
 27 ranking for the affected classification.

28 **VIII. Seniority of and Bumping by Non-Bargaining Unit Employees and Other**  
 29 **Bargaining Units**

30 A. The only non-bargaining unit employees, confidential employees or  
 31 members of other bargaining units, who may bump into the bargaining unit are those who are  
 32 in the Classified service and who have previously been a member of the Bargaining Unit or in a  
 33 classification which subsequently became part of these units.

34 B. Only time served in the bargaining unit shall apply for bumping purposes.

35 **IX. Special Provisions to Save Employees From Layoff - Project Save**

36 It is recognized by the parties that employees who are to be laid off or  
 37 involuntarily demoted because of their seniority within a classification within a department  
 38 face difficult circumstances in being placed in alternative employment within the County.  
 39 Any such employee who is placed in a classification not previously held shall be subject to  
 40 a trial service period of ninety (90) days to demonstrate his or her ability to perform or fulfill  
 41 the requirements of the new classification. Employees who refuse an offer to be placed in  
 42 alternative employment will not be deemed to have waived their bumping rights or right to

1 placement on the recall list. Employees who, in the opinion of the County, are  
2 unsuccessful during this ninety (90) day trial service period will be removed from their new  
3 classification and placed on the appropriate recall list. Such employees shall continue to  
4 be eligible for placement under the provisions of this section as long as alternative  
5 employment opportunities are being explored by management for affected employees.

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ARTICLE 22  
SHIFT AND WORK ASSIGNMENT

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I. **Vacancy**

A vacancy shall exist when:

A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

B. Additional budgeted positions are allocated;

C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

D. When an employee is on unpaid leave that will exceed ninety (90) days.

II. **Temporary and Short Term Work Assignments**

A. **Ninety Days or Less (Short Term Assignments) & Employee Rotation Plans**

Work assignments and employee rotation plans of ninety (90) days or less shall be solely at the discretion of management. Following such a short term assignment, the employee will be returned to his or her regular assignment.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments within a work unit or between work units, subject to the following limitations:

1. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.

2. The terms and criteria of the rotation plan shall apply to all employees in the affected job classification within a work unit or work units.

B. **Six Months or Less (Temporary Assignments)**

If the work assignment is for more than ninety (90) days, but no longer than six (6) months, it shall be deemed a temporary assignment, and shall be filled in the following manner:

1. Management will provide employees a notice of the assignment, the person to contact, and the deadline for consideration.

2. The assignment may be made on the basis of seniority, expressions of preference or by other job related criteria established by management.

3. Following such a temporary assignment, the employee will be returned to his or her regular assignment.

III. **Regular Shift/Work Assignment**

A regular vacancy is a vacancy determined by management to be for a duration of over six (6) months. Whenever there is more than one (1) shift or work assignment

1 within the same job classification within a work unit, regular vacancies shall be filled in the  
2 following manner:

3 **A.** Management will provide employees a notice of such vacancy for at  
4 least seven (7) days, the person to contact, and the deadline for consideration.

5 **B.** The vacancy shall be filled on the basis of Job Class Seniority (as  
6 defined in Article 2.VI) for the job classification in which the vacancy exists, provided the  
7 employee is able to perform the work in question and has indicated his or her preference  
8 in writing.

9 **C.** Exceptions to seniority preference assignment may be made in the  
10 following situations:

11 1. In regard to work assignment only, when a less senior  
12 employee is substantially more qualified for the position in question.

13 2. In regard to work assignment only, when a less senior  
14 employee is assigned a job for reasons other than in "Section III.C.1" above, such reasons  
15 shall be put in writing by the manager making the assignment. Such assignment shall not  
16 be for arbitrary or capricious reasons.

17 3. In regard to both shift and work assignment, where bona fide  
18 job-related requirements for a balance of experienced and non-experienced personnel  
19 exists between shifts or work assignments in a work unit, management may temporarily  
20 delay the senior employee's shift or work assignment for up to six (6) months to allow new  
21 or less senior employees to obtain necessary experience.

22 **D.** In the event no expression of preference exists for a shift or work  
23 assignment, management may fill a vacancy with the qualified employee with the least  
24 seniority in the job class in the work unit. Involuntary changes in shift assignment shall  
25 require ten (10) days advance written notice to the affected employee.

26 **E.** When a new work assignment with substantially different duties is  
27 created, it shall be posted for ten (10) days to permit employees to indicate their  
28 preference for the assignment.

29 **IV. Transfers**

30 Following the work unit assignment process described in Section III of this  
31 Article, if the classification is utilized elsewhere in the Department and/or County, the three  
32 (3) employees who are currently assigned to and have the most seniority in the job  
33 classification, who are qualified for and interested in the specific position, shall be  
34 interviewed for the vacancy, provided they have requested consideration for a transfer as  
35 required under Multnomah County Personnel Rule (MCPR) 5-40.

36 Departments are not obligated to interview the three (3) most senior employees  
37 on the transfer list prior to considering other applicants and/or employees requesting  
38 transfer.

39 If a Department elects to consider Department employees from outside the work  
40 unit for lateral transfer prior to announcing the job, the Department must also interview the  
41 three (3) most senior employees on the countywide transfer list who are qualified for and  
42 interested in the position at the same time.

1           If a Department elects to fill vacancies through an internal or external  
 2 recruitment, the three (3) most senior employees on the transfer list who are qualified and  
 3 interested will be interviewed, with consideration given to other qualified applicants on the  
 4 certified eligibles list, and qualified employees on either the County or Department transfer  
 5 list.

6           Prior to issuing an open competitive recruitment for a vacancy, the hiring  
 7 manager will review any active recall lists and determine if the vacancy should be  
 8 announced for internal applications first, in order to provide employees on recall lists the  
 9 opportunity to be considered.

10 **V.       Trial Service Periods**

11           A trial service period applies when a regular employee begins a new work  
 12 assignment, including lateral transfers, equivalent transfers, and demotion to another  
 13 classification. The employee will serve a trial service period of one-hundred and twenty  
 14 (120) days to demonstrate his or her ability to fulfill the requirements of the assignment. At  
 15 any time during a trial service period, an employee who does not satisfactorily fulfill the  
 16 requirements of the assignment shall be returned to his or her previous work assignment.  
 17 Such determination of satisfactory performance within the one-hundred and twenty (120)  
 18 day trial service period will be made by management.

19 **VI.       Training Positions**

20           **A.**       The County may fill a vacancy with a trainee for up to twelve (12)  
 21 months to develop knowledge, skills, or abilities for existing or new employees. Training  
 22 appointments in excess of twelve (12) months require written consent of the Union prior to  
 23 the appointment. Training positions will be governed by MC Personnel Rule 5-30-030,  
 24 Training Programs.

25           **B.       Recruitment of Trainees**

26           Applications for training positions will be considered in the following  
 27 order:

- 28                   1.       Regular employees within a Department.
- 29                   2.       Regular employees Countywide.
- 30                   3.       Open Competitive.

31           **C.       Eligibility**

32           Employees who have completed an initial probationary period in  
 33 accordance with Article 2.X are eligible for training positions. Employees are not eligible if  
 34 they have:

- 35                   1.       A current performance appraisal rated at less than satisfactory  
 36 on file.
- 37                   2.       Discipline at or above the written reprimand level within the  
 38 last twenty-four (24) months.

39           **D.       Compensation During Training Program**

40           1.       The wage rate for a trainee in a training program will be the  
 41 equivalent of one (1) step or three percent (3%) below the minimum of the pay range for  
 42 the budgeted position. Regular employees whose pay is at or above the minimum of the

1 pay range for the budgeted position's classification will not have their pay reduced, but  
2 shall not receive a pay increase at time of appointment.

3 **2.** Employees in a training program shall receive a one (1) step  
4 increase on the anniversary date of appointment to their training program in accordance  
5 with Article 15.II.B.

6 **E. Completion of Training Program**

7 **1.** Upon successful completion of the training program and  
8 attainment of minimum qualifications, the employee will be promoted non-competitively as  
9 authorized by MCC 9.150 into the budgeted position's classification. The lateral transfer  
10 provisions outlined in Sections III and IV above will not apply in such cases.

11 **2.** Upon promotion to the budgeted position, the employee's pay  
12 will be governed by the promotional policy in Article 15.II.C. The trainee classification will  
13 be considered the base classification for purposes of determining the employee's pay rate  
14 following promotion.

15 **3.** Employees who are promoted after the completion of a  
16 training program will be subject to a promotional probationary period in accordance with  
17 the provisions in Article 2.XI.

18 **F. Termination of the Training Program**

19 The Department or employee may end the training assignment at any  
20 time with ten (10) day written notice to the other party and to the department from which  
21 the employee came. The decision to end the training assignment is not subject to the  
22 grievance procedure. The employee will be returned to his or her classification and salary  
23 held immediately prior to the training position. If there is no vacancy for which the  
24 employee is qualified in the classification held by the employee immediately prior to the  
25 training program, the employee will be laid off in accordance with Article 21.

26 **VII. Work Unit and Work Assignment Determination and Specification**

27 **A. Departmental Determination**

28 Each Department, either directly at the Departmental level, or by  
29 delegation, shall determine the work units and work assignment structure of its  
30 organization and may change this determination from time to time to reflect changes in the  
31 organization's structure and/or needs. For example, a Department which has defined its  
32 service delivery sites as work units, and major functions within those sites as work unit  
33 assignments, may choose to treat the entire Department as a work unit with the site  
34 locations as work assignments. Whenever practicable, to ensure communication with  
35 employees and discussion of the implementation process and/or of alternatives, the  
36 Department will notify the Union thirty (30) days in advance of any planned change in the  
37 determination of work units.

38 When changes in the Department structure and/or needs result in the  
39 need to make changes to employees geographic work locations, shift or days,  
40 management will seek qualified volunteers from the affected shift, schedule or geographic  
41 work location. Assignments will be made on the basis of seniority, unless the provisions of  
42 "Section III" of this article apply. If there are no qualified volunteers for the change, the

1 qualified employee with the least seniority in the job class at that location shall be moved  
2 with no less than a fifteen (15) working day notice period.

3 **B. Listing of Units**

4 In order to assist the Union in enforcing the terms of the Agreement  
5 both in this article as well as in others, the County will provide on or about April first (1<sup>st</sup>) of  
6 each year a comprehensive listing of all work units within the County by Department.

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**ARTICLE 23**  
**PERSONNEL RULES AND RECORDS**

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**I. Personnel Rules**

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

**II. Personnel Records and Information**

**A. Definition**

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by Central Human Resources and/or by the employee's department or division.

**B. Access to Personnel File Materials**

1. An employee or his or her representative, with the written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative will be given a copy of any materials in the employee's personnel file.

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

**C. Removal of File Materials**

**1. Letters of reprimand**

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old. Letters of reprimand which are eligible for removal under this provision but have not yet been removed will not be considered in any subsequent disciplinary action.

Oral reprimands will not be memorialized in writing and will not be placed in the employee personnel file. If there has been no subsequent discipline issued since the oral reprimand was given, oral reprimands which are more than two (2) years old will not be considered in any subsequent discipline.

**2. Letters imposing other discipline**

**a. Single disciplinary acts**

A single letter imposing discipline more severe than a letter of reprimand, which is more than five (5) years old, will be removed from an employee's personnel file upon his or her request.

**b. Multiple disciplinary acts**

If there is more than one (1) letter imposing discipline which is more severe than a letter of reprimand on file, none of the letters may be removed until the most recent letter is more than five (5) years old. At that time it and all previous disciplinary letters will be removed from the employee's personnel file upon request. For the purposes of this subsection "letter" includes all attachments. Disciplinary actions



- 1 which are eligible for removal under this provision but have not yet been removed will not
- 2 be considered in any subsequent disciplinary action.

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**ARTICLE 24**  
**GENERAL PROVISIONS**

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**I. No Discrimination**

**A. Contractually Prohibited Discrimination**

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop Stewards and the contents of Union bulletin boards.

**B. Legally Prohibited Discrimination and County Complaint Procedure**

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

**II. No Prejudicial Harassment**

**A. Prejudicial Acts Prohibited**

The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or gender identity, or persons of a certain national origin or certain familial status or source of income.

**B. Sexual Harassment Prohibited**

No employee(s) shall be subjected to unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

**III. Rules**

**A.** All work rules shall be subject to discussion with the Union before becoming effective. All new rules and proposed changes to rules, which involve mandatory subjects of bargaining or which impact mandatory subjects of bargaining, shall be sent to the Union at the e-mail address [cabi@afscmelocal88.org](mailto:cabi@afscmelocal88.org). This applies to both County and Department rules.

**B.** The County will provide new employees a copy of the Agreement and applicable rules at time of hire.

**C.** The County agrees to furnish each affected employee in the bargaining

1 unit with a copy of all changes to work rules within thirty (30) days after they become  
2 effective.

3 **D.** Any dispute as to the reasonableness of any new rule, or any dispute  
4 involving discrimination in the application of new or existing rules may be resolved through  
5 the grievance procedure beginning at Step 3.

6 **E.** Except in emergencies, all work rules shall be posted on bulletin boards  
7 for a period of ten (10) consecutive work days prior to becoming effective.

8 **IV. Changes in Existing Conditions**

9 **A.** For the purpose of this Agreement, the term, "existing working  
10 conditions," means practices which have been:

11 1. Consistent;

12 2. Clearly acted upon; and

13 3. Readily ascertainable over a reasonable period of time as  
14 mutually accepted by the parties.

15 **B.** Existing working conditions shall be changed only after the Union has  
16 been afforded opportunity to make suggestions and shall not be for arbitrary or capricious  
17 reasons. The County shall post changes in existing working conditions prominently on all  
18 bulletin boards for a period of not less than fourteen (14) days before the changes are to  
19 be effective.

20 **C.** Disputes regarding the change of existing working conditions shall be  
21 resolved through the grievance procedure beginning at Step 3.

22 **D.** No payment of monies made in error, or not authorized by proper  
23 authority, shall be considered an existing condition. Such payments shall be governed by  
24 Article 14, "Section VIII".

25 **E.** Conditions relative to and governing working conditions of a particular  
26 nature are contained in Addenda B through G to this Agreement, which are attached and  
27 by this reference made a part hereof as though fully set forth herein.

28 **V. Uniforms and Protective Clothing**

29 **A. Application to Employees Generally**

30 If an employee is required to wear a uniform, protective clothing, or any  
31 type of protective device, such uniform, protective clothing, protective device, or  
32 equipment shall be furnished by the County; the cost of initial tailoring and repair of the  
33 uniform or protective clothing, or device shall be paid by the County, in accordance with  
34 the current practice.

35 **B. Coveralls and Boots**

36 All Heavy Equipment Operators, when required to service heavy  
37 equipment on the job shall be provided coveralls, laundered as needed, by the County.  
38 Employees who are working under such conditions as to make protective rubber boots  
39 necessary shall be provided with those boots by the County. Coveralls or smocks will be  
40 provided in other jobs in accordance with existing practices.

41 **VI. Loss of Personal Property**

42 **A. Procedure for Advancing Claims**

1 Employees who suffer a loss of personal property on County premises  
2 shall be provided a claims form by the Risk Management Division upon request.  
3 Premises, for this purpose, are defined as County facilities and vehicles. The Risk  
4 Management Division shall provide the requesting employee with a determination in  
5 writing by the County of the legal liability the County may have in the matter. The County  
6 will pay claims for which it determines it has legal liability.

7 **B. Exclusion of Personal Vehicles**

8 Personal vehicles are expressly excluded from this provision. Loss or  
9 damage to employees' personal vehicles is the sole responsibility of the employee.

10 **VII. Sustainability in the Workplace**

11 The Employer and the Union agree to work toward workplace policies and  
12 practices that are in alignment with the Multnomah County Board adopted sustainability  
13 principles. Therefore the parties affirm, according to their respective responsibilities, their  
14 shared commitment to integrating sustainability in the workplace, use of alternative modes  
15 of transportation, and supporting these values in the community. Nothing in this section  
16 creates a right of grievance by AFSCME Local 88.

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**ARTICLE 25**  
**SAVINGS CLAUSE AND FUNDING**

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**I. Savings Clause**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

**II. Funding**

The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

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**ARTICLE 26**  
**ENTIRE AGREEMENT**

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6           The parties acknowledge that during the negotiations which resulted in this  
7 Agreement each had the unlimited right and opportunity to make demands and proposals  
8 with respect to any subject or matter not removed by law from the area of collective  
9 bargaining, and that the understandings and agreements arrived at by the parties after the  
10 exercise of that right and opportunity are set forth in this Agreement. This Agreement  
11 constitutes the sole and entire existing Agreement between the parties. Except as  
12 specifically modified by or treated in this Agreement, all policies, matters, questions and  
13 terms affecting unit employees in their employment relationship with the County shall be  
14 governed by Article 4, Management Rights, unless such rights are specifically limited by  
15 the Multnomah County Code Chapter 9 or its successor and the Personnel Rules. The  
16 County and the Union, for the life of the Agreement, each voluntarily and unqualifiedly  
17 waives the right, and agrees that the other shall not be obliged, to bargain collectively with  
18 respect to any subject or matter referred to or covered by this Agreement, even though  
19 such subject or matter may not have been within the knowledge or contemplation of either  
20 party or both parties at the time that they negotiated and signed this Agreement.

21           Nothing in this article shall preclude the parties during the term of this Agreement  
22 from voluntarily entering into amendments to the Agreement; nor shall the Union and the  
23 County Chair or his or her designee(s) for labor relations be precluded from voluntarily  
24 entering into Memoranda of Understanding, Interpretation, or Exception concerning  
25 matters of contract administration.

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**ARTICLE 27**  
**TERMINATION**

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6           This Agreement shall be effective as of the first (1<sup>st</sup>) day of July, 2011 unless  
7 otherwise provided herein, and shall remain in full force and effect through the thirtieth  
8 (30<sup>th</sup>) day of June, 2014. This agreement shall be automatically renewed from  
9 year-to-year thereafter, unless either party shall notify the other in writing no later than  
10 January 31, 2014 that it wishes to modify the contract for any reason. The contract shall  
11 remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, The Parties hereto have set their hands this 6<sup>th</sup> day of October, 2011

MULTNOMAH COUNTY EMPLOYEES UNION, LOCAL 88, AFSCME, AFL-CIO:

By [Signature]  
Michael Hanna, President

By [Signature]  
Grant Swanson, Vice President

By [Signature]  
Candace Hjort, Secretary

By [Signature]  
Lori Ubell, Treasurer

MULTNOMAH COUNTY, OREGON

By [Signature]  
Jeff Cogen, Chair

By [Signature]  
Deborah Kafoury, Commissioner, D-1

By [Signature]  
Loretta Smith, Commissioner, D-2

By [Signature]  
Judy Shiprack, Commissioner, D-3

By [Signature]  
Diane McKeel, Commissioner, D-4

By [Signature]  
Steve March, Auditor

NEGOTIATED BY:

By [Signature]  
Bryan Lally  
Council Representative  
AFSCME Council 75

By [Signature]  
Michael Schunk, District Attorney

By [Signature]  
Daniel Staton, Sheriff

By [Signature]  
Blaise M. Lamphier  
Labor Relations Manager  
Multnomah County, Oregon

REVIEWED:  
Henry Lazenby, Jr., County Attorney  
for Multnomah County, Oregon

By [Signature]  
Kathryn A. Short  
Assistant County Attorney



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**ADDENDUM A  
CLASSIFICATIONS INCLUDED IN THE  
BARGAINING UNIT  
WITH PAY RANGES**

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**I. Listing of Classifications**

Classifications included in the bargaining unit are listed by title in Table I. Bargaining Unit Classifications and Wage Ranges, July 1, 2011.

It is understood between the parties that the attached listings of bargaining unit classifications and pay ranges are a good faith effort at a comprehensive listing of all classifications and salary ranges in effect on July 1, 2011. These listings are subject to correction if errors in inclusion, exclusion or calculation are discovered.

ADDENDUM A  
 Classifications, Rates & Ranges  
 Rates shown represent 1.2% COLA effective July 1, 2011

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6455	A&T ADMINISTRATIVE ASSISTANT	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6025	A&T COLLECTION SPECIALIST	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6453	A&T DATA VERIFICATION OPERATOR	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6454	A&T DATA VERIFICATION OPR/SR	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18
6450	A&T TECHNICIAN 1	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6451	A&T TECHNICIAN 2	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18
6452	A&T TECHNICIAN 3	20	20.60	21.22	21.87	22.52	23.18	23.90	24.58	25.35
6291	ADDICTIONS SPECIALIST	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6033	ADMINISTRATIVE ANALYST	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6054	ADMINISTRATIVE ASSISTANT	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6005	ADMINISTRATIVE SPECIALIST	15	17.76	18.30	18.86	19.43	20.03	20.60	21.22	21.87
6035	ALARM ORDINANCE COORDINATOR	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6062	ANIMAL CARE AIDE	7	14.04	14.45	14.90	15.33	15.79	16.24	16.73	17.23
6065	ANIMAL CARE TECHNICIAN	12	16.24	16.73	17.23	17.76	18.30	18.86	19.43	20.03
6072	ANIMAL CONTROL DISPATCHER	12	16.24	16.73	17.23	17.76	18.30	18.86	19.43	20.03
6069	ANIMAL CONTROL OFFICER 1	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6067	ANIMAL CONTROL OFFICER 2	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6061	ANIMAL CONTROL OFFICER 3	22	21.87	22.52	23.18	23.90	24.58	25.35	26.11	26.89
6105	ARBORIST/VEGETATION SPECIALIST	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
6248	BACKGROUND INVESTIGATOR	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6344	BASIC SKILLS EDUCATOR	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
6181	BODY AND FENDER TECHNICIAN	20	20.60	21.22	21.87	22.52	23.18	23.90	24.58	25.35
6060	BRIDGE MAINTENANCE MECHANIC	22	21.87	22.52	23.18	23.90	24.58	25.35	26.11	26.89
6059	BRIDGE OPERATOR	9	14.90	15.33	15.79	16.24	16.73	17.23	17.76	18.30
6026	BUDGET ANALYST	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6057	BUSINESS ANALYST	32	29.39	30.25	31.14	32.11	33.07	34.07	35.10	36.14

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6055	BUSINESS ANALYST/SR	36	33.07	34.07	35.10	36.14	37.23	38.34	39.52	40.69
6147	CARPENTER	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6299	CASE MANAGEMENT ASSISTANT	12	16.24	16.73	17.23	17.76	18.30	18.86	19.43	20.03
6298	CASE MANAGER 1	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52
6297	CASE MANAGER 2	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6296	CASE MANAGER/SR	24	23.18	23.90	24.58	25.35	26.11	26.89	27.69	28.51
6003	CLERICAL UNIT COORDINATOR	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18
6012	CLINIC MEDICAL ASSISTANT	13	16.73	17.23	17.76	18.30	18.86	19.43	20.03	20.60
6036	CLINICAL COORDINATOR	31	28.51	29.39	30.25	31.14	32.11	33.07	34.07	35.10
6295	CLINICAL SERVICES SPECIALIST	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6046	COMMUNITY HEALTH SPECIALIST 1	10	15.33	15.79	16.24	16.73	17.23	17.76	18.30	18.86
6047	COMMUNITY HEALTH SPECIALIST 2	15	17.76	18.30	18.86	19.43	20.03	20.60	21.22	21.87
6013	COMMUNITY INFORMATION SPEC	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18
6267	COMMUNITY WORKS LEADER	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18
6015	CONTRACT SPECIALIST	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6031	CONTRACT SPECIALIST/SR	31	28.51	29.39	30.25	31.14	32.11	33.07	34.07	35.10
6011	CONTRACT TECHNICIAN	15	17.76	18.30	18.86	19.43	20.03	20.60	21.22	21.87
6260	COOK	9	14.90	15.33	15.79	16.24	16.73	17.23	17.76	18.30
6268	CORRECTIONS COUNSELOR	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6264	CORRECTIONS HEARINGS OFFICER	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6266	CORRECTIONS TECHNICIAN	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
7232	CREATIVE MEDIA COORDINATOR	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6249	D A INVESTIGATOR	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6073	DATA ANALYST	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6456	DATA ANALYST/SR	32	29.39	30.25	31.14	32.11	33.07	34.07	35.10	36.14
6074	DATA TECHNICIAN	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18

ADDENDUM A, CLASSIFICATIONS IN THE BARGAINING UNIT

ADDENDUM A  
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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6407	DATABASE ADMINISTRATOR	37	34.07	35.10	36.14	37.23	38.34	39.52	40.69	41.92
6408	DATABASE ADMINISTRATOR/SR	42	39.52	40.69	41.92	43.16	44.48	45.79	47.19	48.58
6346	DENTAL ASSISTANT/EFDA	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6348	DENTAL HYGIENIST	31	28.51	29.39	30.25	31.14	32.11	33.07	34.07	35.10
6282	DEPUTY MEDICAL EXAMINER	22	21.87	22.52	23.18	23.90	24.58	25.35	26.11	26.89
6292	DEPUTY PUBLIC GUARDIAN	27	25.35	26.11	26.89	27.69	28.51	29.39	30.25	31.14
6405	DEVELOPMENT ANALYST	31	28.51	29.39	30.25	31.14	32.11	33.07	34.07	35.10
6406	DEVELOPMENT ANALYST/SR	37	34.07	35.10	36.14	37.23	38.34	39.52	40.69	41.92
6340	DIETITIAN (NUTRITIONIST)	24	23.18	23.90	24.58	25.35	26.11	26.89	27.69	28.51
6024	DISEASE INTERVENTION SPECIALIST	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6124	DRIVER	10	15.33	15.79	16.24	16.73	17.23	17.76	18.30	18.86
6300	ELIGIBILITY SPECIALIST	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52
6235	ENGINEER 1(INTERN)	32	29.39	30.25	31.14	32.11	33.07	34.07	35.10	36.14
6236	ENGINEER 2	36	33.07	34.07	35.10	36.14	37.23	38.34	39.52	40.69
6311	ENGINEER 3	40	37.23	38.34	39.52	40.69	41.92	43.16	44.48	45.79
6231	ENGINEERING TECHNICIAN 1	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6232	ENGINEERING TECHNICIAN 2	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
6233	ENGINEERING TECHNICIAN 3	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6356	ENVIRONMENTAL HEALTH SPECIALIST	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6358	ENVIRONMENTAL HEALTH SPECIALIST/SR	31	28.51	29.39	30.25	31.14	32.11	33.07	34.07	35.10
6354	ENVIRONMENTAL HEALTH TRAINEE	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6107	EQUIPMENT/PROPERTY TECHNICIAN	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6097	FAC MAINT DISPATCH/SCHEDULER	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
6094	FACILITIES MAINTENANCE WORKER	12	16.24	16.73	17.23	17.76	18.30	18.86	19.43	20.03
6010	FACILITIES SPECIALIST 1	20	20.60	21.22	21.87	22.52	23.18	23.90	24.58	25.35
6017	FACILITIES SPECIALIST 2	27	25.35	26.11	26.89	27.69	28.51	29.39	30.25	31.14

ADDENDUM A  
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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6016	FACILITIES SPECIALIST 3	32	29.39	30.25	31.14	32.11	33.07	34.07	35.10	36.14
6258	FACILITY SECURITY OFFICER	15	17.76	18.30	18.86	19.43	20.03	20.60	21.22	21.87
6305	FAMILY INTERVENTION SPECIALIST	24	23.18	23.90	24.58	25.35	26.11	26.89	27.69	28.51
6029	FINANCE SPECIALIST 1	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6030	FINANCE SPECIALIST 2	24	23.18	23.90	24.58	25.35	26.11	26.89	27.69	28.51
6032	FINANCE SPECIALIST/SR	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6027	FINANCE TECHNICIAN	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6184	FLEET & SUPPORT SERVICES SPEC	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6179	FLEET MAINTENANCE TECHNICIAN 1	11	15.79	16.24	16.73	17.23	17.76	18.30	18.86	19.43
6180	FLEET MAINTENANCE TECHNICIAN 2	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52
6182	FLEET MAINTENANCE TECHNICIAN 3	22	21.87	22.52	23.18	23.90	24.58	25.35	26.11	26.89
6261	FOOD SERVICE WORKER	2	12.11	12.49	12.87	13.26	13.62	14.04	14.45	14.90
6081	GIS CARTOGRAPHER	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6082	GIS CARTOGRAPHER/SR	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
7207	GRAPHIC DESIGNER	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6293	HEALTH ASSISTANT 1	9	14.90	15.33	15.79	16.24	16.73	17.23	17.76	18.30
6294	HEALTH ASSISTANT 2	11	15.79	16.24	16.73	17.23	17.76	18.30	18.86	19.43
6352	HEALTH EDUCATOR	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
6321	HEALTH INFORMATION TECHNICIAN	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18
6322	HEALTH INFORMATION TECHNICIAN/SR	20	20.60	21.22	21.87	22.52	23.18	23.90	24.58	25.35
6083	HOUSING DEVELOPMENT SPECIALIST	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6102	HUMAN RESOURCES ANALYST 1	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6103	HUMAN RESOURCES ANALYST 2	29	26.89	27.69	28.51	29.39	30.25	31.14	32.11	33.07
6101	HUMAN RESOURCES TECHNICIAN	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6301	HUMAN SERVICES INVESTIGATOR	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6044	INDUSTRIAL APPRAISER	29	26.89	27.69	28.51	29.39	30.25	31.14	32.11	33.07

ADDENDUM A, CLASSIFICATIONS IN THE BARGAINING UNIT

ADDENDUM A  
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6415	INFORMATION SPECIALIST 1	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6416	INFORMATION SPECIALIST 2	27	25.35	26.11	26.89	27.69	28.51	29.39	30.25	31.14
6417	INFORMATION SPECIALIST 3	31	28.51	29.39	30.25	31.14	32.11	33.07	34.07	35.10
6109	INVENTORY/STORES SPECIALIST 1	13	16.73	17.23	17.76	18.30	18.86	19.43	20.03	20.60
6110	INVENTORY/STORES SPECIALIST 2	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6104	INVENTORY/STORES SPECIALIST 3	20	20.60	21.22	21.87	22.52	23.18	23.90	24.58	25.35
6280	INVESTIGATIVE TECHNICIAN	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52
6413	IT ARCHITECT	44	41.92	43.16	44.48	45.79	47.19	48.58	50.03	51.58
6194	IT BUSINESS CONSULTANT	33	30.25	31.14	32.11	33.07	34.07	35.10	36.14	37.23
6198	IT BUSINESS CONSULTANT/SR	39	36.14	37.23	38.34	39.52	40.69	41.92	43.16	44.48
6285	JUVENILE COUNSELING ASSISTANT	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6272	JUVENILE COUNSELOR	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6095	LABORER	3	12.49	12.87	13.26	13.62	14.04	14.45	14.90	15.33
6243	LEGAL ASSISTANT 1	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6246	LEGAL ASSISTANT 2	17	18.86	19.43	20.03	20.60	21.22	21.87	22.52	23.18
6241	LEGAL ASSISTANT/SR	22	21.87	22.52	23.18	23.90	24.58	25.35	26.11	26.89
7222	LIBRARIAN	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
7211	LIBRARY ASSISTANT	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52
7202	LIBRARY CLERK	9	14.90	15.33	15.79	16.24	16.73	17.23	17.76	18.30
7223	LIBRARY OUTREACH SPECIALIST	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
7203	LIBRARY PAGE	1	11.78	12.11	12.49	12.87	13.26	13.62	14.04	14.45
6100	LIGHTING TECHNICIAN	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52
6149	LOCKSMITH	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6108	LOGISTICS EVIDENCE TECH	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6309	M & F COUNSELOR ASSOCIATE	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6176	MAINTENANCE SPECIALIST 1	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52

ADDENDUM A  
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 Rates shown represent 1.2% COLA effective July 1, 2011

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6177	MAINTENANCE SPECIALIST 2	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6175	MAINTENANCE SPECIALIST APPRENTICE	4	12.87	13.26	13.62	14.04	14.45	14.90	15.33	15.79
6096	MAINTENANCE SPECIALIST/SR	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
6092	MAINTENANCE WORKER	12	16.24	16.73	17.23	17.76	18.30	18.86	19.43	20.03
6369	MARRIAGE AND FAMILY COUNSELOR	30	27.69	28.51	29.39	30.25	31.14	32.11	33.07	34.07
6151	MCSO RECORDS COORDINATOR	22	21.87	22.52	23.18	23.90	24.58	25.35	26.11	26.89
6150	MCSO RECORDS TECHNICIAN	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52
6333	MEDICAL LABORATORY TECHNICIAN	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6335	MEDICAL TECHNOLOGIST	22	21.87	22.52	23.18	23.90	24.58	25.35	26.11	26.89
6304	MEDICATION AIDE/CNA	13	16.73	17.23	17.76	18.30	18.86	19.43	20.03	20.60
6365	MENTAL HEALTH CONSULTANT	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6125	MOTOR POOL ATTENDANT	9	14.90	15.33	15.79	16.24	16.73	17.23	17.76	18.30
6201	MULTIMEDIA/VIDEO PRODUCTION SPECIALIST	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6410	NETWORK ADMINISTRATOR/SR	37	34.07	35.10	36.14	37.23	38.34	39.52	40.69	41.92
6359	NUISANCE ENFORCEMENT OFFICER	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6342	NUTRITION ASSISTANT	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6000	OFFICE ASSISTANT 1	3	12.49	12.87	13.26	13.62	14.04	14.45	14.90	15.33
6001	OFFICE ASSISTANT 2	9	14.90	15.33	15.79	16.24	16.73	17.23	17.76	18.30
6002	OFFICE ASSISTANT/SR	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6286	PATHOLOGIST ASSISTANT	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6119	PHARMACY TECHNICIAN	13	16.73	17.23	17.76	18.30	18.86	19.43	20.03	20.60
6075	PLANNER	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11
6078	PLANNER/SR	32	29.39	30.25	31.14	32.11	33.07	34.07	35.10	36.14
7209	PRINTING SPECIALIST	20	20.60	21.22	21.87	22.52	23.18	23.90	24.58	25.35
6112	PROCUREMENT ANALYST	24	23.18	23.90	24.58	25.35	26.11	26.89	27.69	28.51
6111	PROCUREMENT ANALYST/SR	28	26.11	26.89	27.69	28.51	29.39	30.25	31.14	32.11

ADDENDUM A  
 Classifications, Rates & Ranges  
 Rates shown represent 1.2% COLA effective July 1, 2011

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6115	PROCUREMENT ASSOCIATE	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
7230	PRODUCTION ASSISTANT	8	14.45	14.90	15.33	15.79	16.24	16.73	17.23	17.76
6341	PROGRAM AIDE	6	13.62	14.04	14.45	14.90	15.33	15.79	16.24	16.73
6178	PROGRAM COMMUNICATIONS & WEB SPEC	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6200	PRGRAM COMMUNICATIONS & WEB SPEC/SR	32	29.39	30.25	31.14	32.11	33.07	34.07	35.10	36.14
6022	PROGRAM COORDINATOR	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6343	PROGRAM EDUCATION AIDE	6	13.62	14.04	14.45	14.90	15.33	15.79	16.24	16.73
6021	PROGRAM SPECIALIST	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6088	PROGRAM SPECIALIST/SR	31	28.51	29.39	30.25	31.14	32.11	33.07	34.07	35.10
6020	PROGRAM TECHNICIAN	15	17.76	18.30	18.86	19.43	20.03	20.60	21.22	21.87
6063	PROJECT MANAGER - REPRESENTED	34	31.14	32.11	33.07	34.07	35.10	36.14	37.23	38.34
6051	PROPERTY APPRAISER 1	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6042	PROPERTY APPRAISER 2	25	23.90	24.58	25.35	26.11	26.89	27.69	28.51	29.39
6113	PROPERTY MANAGEMENT SPECIALIST	27	25.35	26.11	26.89	27.69	28.51	29.39	30.25	31.14
6114	PROPERTY MANAGEMENT SPECIALIST/SR	32	29.39	30.25	31.14	32.11	33.07	34.07	35.10	36.14
6089	PUBLIC AFFAIRS COORDINATOR	34	31.14	32.11	33.07	34.07	35.10	36.14	37.23	38.34
6355	PUBLIC HEALTH ECOLOGIST	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6093	PUBLIC HEALTH VECTOR SPECIALIST	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6116	RECORDS ADMINISTRATION ASST	13	16.73	17.23	17.76	18.30	18.86	19.43	20.03	20.60
6157	RECORDS TECHNICIAN	14	17.23	17.76	18.30	18.86	19.43	20.03	20.60	21.22
6085	RESEARCH/EVALUATION ANALYST 1	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6086	RESEARCH/EVALUATION ANALYST 2	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6087	RESEARCH/EVALUATION ANALYST/SR	34	31.14	32.11	33.07	34.07	35.10	36.14	37.23	38.34
6211	RIGHT-OF-WAY PERMITS SPECIALIST	33	30.25	31.14	32.11	33.07	34.07	35.10	36.14	37.23
6284	SECURE TREATMENT SERVICES SPECIALIST	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6245	SEWING SPECIALIST	8	14.45	14.90	15.33	15.79	16.24	16.73	17.23	17.76



ADDENDUM A  
 Classifications, Rates & Ranges  
 Rates shown represent 1.2% COLA effective July 1, 2011

<b>Job Code</b>	<b>Job Title</b>	<b>Pay Scale Group</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
6098	STRIPER OPERATOR	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6250	SUPPORT ENFORCEMENT AGENT	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6091	SURVEY SPECIALIST	33	30.25	31.14	32.11	33.07	34.07	35.10	36.14	37.23
6414	SYSTEMS ADMINISTRATOR	37	34.07	35.10	36.14	37.23	38.34	39.52	40.69	41.92
6412	SYSTEMS ADMINISTRATOR/SR	42	39.52	40.69	41.92	43.16	44.48	45.79	47.19	48.58
6045	TAX EXEMPTION SPECIALIST	26	24.58	25.35	26.11	26.89	27.69	28.51	29.39	30.25
6076	TRANSPORTATION PLANNING SPECIALIST	29	26.89	27.69	28.51	29.39	30.25	31.14	32.11	33.07
6234	TRANSPORTATION PROJECT SPECIALIST	33	30.25	31.14	32.11	33.07	34.07	35.10	36.14	37.23
6290	VETERANS SERVICES OFFICER	23	22.52	23.18	23.90	24.58	25.35	26.11	26.89	27.69
6066	VETERINARY TECHNICIAN	18	19.43	20.03	20.60	21.22	21.87	22.52	23.18	23.90
6247	VICTIM ADVOCATE	19	20.03	20.60	21.22	21.87	22.52	23.18	23.90	24.58
6084	WEATHERIZATION INSPECTOR	21	21.22	21.87	22.52	23.18	23.90	24.58	25.35	26.11
6336	X-RAY TECHNICIAN	16	18.30	18.86	19.43	20.03	20.60	21.22	21.87	22.52

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**ADDENDUM B**  
**LEAD WORKER ASSIGNMENT AND PAY**

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**I. Duties Defined**

A Lead Worker assignment involves certain limited oversight and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers shall spend a substantial portion of their time (fifty percent (50%) or more) in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, "Section III.D".

**II. Assignment, Selection, Modification, and Termination**

Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty (60) continuous days will be posted in the affected work unit for no less than five (5) work days. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be considered for the assignment.

An employee assigned as a Lead Worker for one (1) year or more shall be given ten (10) days notice prior to the termination of such an assignment. A copy of the termination notice will be simultaneously given to the Union. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days notice, with notice to the union of such change. All lead worker assignments will be reviewed for continuation at least annually.

**III. Pay**

When in the judgment of the County:

- A.** A new Lead Worker assignment is necessary; or
- B.** A substantial modification of an existing Lead Worker assignment warrants a change in compensation, Central Human Resources shall establish a lead pay rate for the new or substantially modified assignment. The current pay rates for the classifications eligible for the Lead Worker premium shall be calculated by increasing the base hourly pay rates by the approved percentages.

1                   **Local 88 Authorized Lead Premiums – As of November 1, 2011**

2

3

In conformance with Addendum B of the 2011 - 2014 Local 88, AFSCME Collective

4

Bargaining Agreement, the following classifications are eligible for Lead Premiums:

5

<b>JCN</b>	<b>TITLE</b>	<b>RATE</b>
6065	Animal Care Technician	10.0%
6067	Animal Control Officer 2	5.0%
6248	Background Investigator	5.0%
6060	Bridge Maintenance Mechanic	6.0%
6055	Business Analyst/Senior	5.0%
6147	Carpenter	9.0%
6297	Case Manager 2	5.0%
6295	Clinical Services Specialist	5.0%
6047	Community Health Specialist 2	5.0%
6267	Community Works Leader	6.8%
6260	Cook	5.0%
6268	Corrections Counselor	6.8%
6266	Corrections Technician	6.8%
6280	Deputy Medical Examiner	5.0%
6124	Driver	5.0%
6300	Eligibility Specialist	5.0%
6356	Environmental Health Specialist	5.0%
6107	Equipment/Property Technician	7.5%
6016	Facilities Specialist 3	9.0%
6097	Facility Maintenance Dispatch/Scheduler	5.0%
6258	Facility Security Officer	12.0%
6182	Fleet Maintenance Tech 3	10.0%
6272	Juvenile Counselor	6.8%
7222	Librarian	7.0%
7211	Library Assistant	7.0%
7202	Library Clerk	7.0%
7203	Library Page	7.0%
6108	Logistics Evidence Technician	7.5%
6365	Mental Health Consultant	5.0%
6410	Network Administrator, Sr.	5.0%
6002	Office Assistant Senior	5.0%
6119	Pharmacy Technician	5.0%
6111	Procurement Analyst, Sr.	6.0%
6021	Program Specialist	5.0%

<b>JCN</b>	<b>TITLE</b>	<b>RATE</b>
6042	Property Appraiser 2	5.0%
6114	Property Management Specialist, Sr.	6.0%
6157	Records Technician	5.0%
6250	Support Enforcement Agent	10.0%
6412	System Administrator, Sr	5.0%
6234	Transportation Project Specialist	5.0%
6084	Weatherization Inspector	5.0%

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**ADDENDUM C**  
**PREMIUM PAY AND OTHER SPECIAL PROVISIONS**

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All Departments:

**I. Commercial Drivers License (CDL)**

New employees and employees who are not at the time of hire required to possess a CDL, but who are at any time thereafter required as a condition of employment in that classification (or in their regular assignment within that classification) to initially obtain a CDL, shall be subject to the following terms:

**A. License Fees and Expiration**

The employee shall be obligated to pay the cost of the required license and for renewals.

**B. Written Examination**

The employee shall be obligated to pay the cost of each written exam required to obtain the required license. However, the employee will be permitted during regularly scheduled work hours, without loss of pay, to take the first exam of each type needed to obtain the required license. The County will determine the specific date(s) and time(s) for any such exam(s) following consultation with the affected employee(s).

**C. Skill (hands-on) Examination**

The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of one hundred dollars (\$100) if the employee submits proof of payment and the new license to his or her immediate supervisor for verification within ten (10) days following receipt of the license. At a date(s) and time(s) scheduled by the County, following consultation with the affected employee(s), the County or its representative will deliver to the Multnomah County, Oregon, or Clark County, Washington, site designated by the applicable state's Division of Motor Vehicles, equipment necessary for the taking of the skill examination for the required license.

**D. Physical Exams**

If the County selects the physicians giving the physical exam required for obtaining or maintaining the required license, the County will pay for the examination. The employee shall determine whether he or she or the County will select the physician and shall inform the immediate supervisor in advance of the exam of his or her decision.

**E. Drug and Alcohol Testing**

Employees who are hired or transferred to a position that requires a CDL must submit to a drug or alcohol test prior to performing any safety-sensitive functions and on a random basis thereafter. Only after a negative drug or alcohol test has been received may an employee begin to perform safety-sensitive functions.

**F. Failure to Obtain or Maintain the Required License(s)**

Employees who fail to obtain or maintain in a current valid status the

1 required commercial driver's license shall be subject to disciplinary action or dismissal in  
2 accordance with applicable provisions of the collective bargaining agreement.

3 **G. Status of License**

4 The employee shall make the immediate supervisor aware in writing of  
5 the expiration of a driver's license(s) required by the County, and of any event actually or  
6 potentially affecting the status of that license (e.g., traffic citation, drunken driving arrest,  
7 license suspension or revocation, failure to pass the required medical examination, or  
8 expiration of the required medical card, etc.). Such notice shall be given to the supervisor  
9 immediately upon expiration of the license or occurrence of the event.

10 **H. Exemptions**

11 The Division Manager of employees in a classification in which one (1)  
12 or more employees are required to possess a commercial driver's license of a particular  
13 class may exempt one (1) or more subordinate employees from the requirement that the  
14 license be obtained. However, such exemption may be rescinded if, in the employer's  
15 judgment, the employee's acquisition and maintenance of such a license is or will be  
16 needed to meet operational needs. An employee whose exemption is rescinded shall be  
17 given a reasonable period of not less than ninety (90) days in which to obtain his or her  
18 license.

19  
20 **Health Department:**

21  
22 **I. Agreed Upon Variances**

23 **A.** Any employee who arrives at his or her assigned clinic and is  
24 reassigned to another clinic for workload reasons may be required to work overtime on an  
25 involuntary basis in order to deal with the difference in shift ending times for the position to  
26 which he or she is assigned.

27 **B.** Any employee who works fewer than five (5) days per week  
28 may be assigned a split work week, i.e., all days off need not be successive, provided that  
29 in no event shall such a schedule not contain two (2) successive days off.

30 **II. Office of the Medical Examiner**

31 **A.** Deputy Medical Examiners may be assigned sixteen (16) hour or eight  
32 (8) hour shifts, or any combination thereof, and such shifts need not be consecutive. Each  
33 shift shall have one (1) thirty (30) minute meal period which shall be considered as time  
34 worked. Employees are considered on-call during both meal periods and breaks, and  
35 operational requirements may result in such breaks or meal periods being interrupted or  
36 missed without additional pay or such time being made up at a later date.

37 **B.** Deputy Medical Examiners are:

38 **1.** Not eligible for shift premium, with the exception that those  
39 who are regularly assigned to a relief shift as defined in Article 14, "Section V.A.2." shall  
40 be entitled to receive a shift differential of one dollar (\$1.00) per hour for all hours worked.

41 **2.** Only eligible for overtime at the rate of time and one-half (1 ½)  
42 and only for hours worked in excess of eight (8) for an eight (8) hour schedule, in excess

1 of sixteen (16) for a sixteen (16) hour schedule, and for over forty (40) in a work week.

2 **C.** A Deputy Medical Examiner will be paid two and one half (2 ½) times  
3 his or her regular rate of pay for all hours worked on the dates specified in Article 7,  
4 "Section I.A" midnight to midnight, which shall be deemed the observed holiday for all  
5 Deputy Medical Examiners. Any employee who is not scheduled to work on an observed  
6 holiday shall be paid eight (8) hours of pay at his/her regular rate of pay in lieu of holiday  
7 leave.

8 **D.** Deputy Medical Examiners may trade shifts with the permission of the  
9 Lead Deputy Medical Examiner or assigned designee.

10  
11 **Department of Community Services (DCS) and**

12 **Department of County Management (DCM):**

13  
14 **I. Transportation and Other Divisions**

15 **A. CDL Drivers**

16 For provisions governing CDL licensure, see "Section I, All  
17 Departments," above.

18 **B. Emergency Conditions**

19 Special terms and conditions of employment during periods of  
20 emergency shall be governed by the Emergency Conditions Provisions (Department of  
21 Community Services and Department of County Management), Addendum D.

22 **C. Clothing and Equipment**

23 **1. Tools**

24 The County agrees to replace all tools furnished by employees  
25 when such tools become damaged beyond usability or stolen on the job. A "proof of loss  
26 by theft" statement must be signed by the employee prior to recovery for theft.  
27 Management will provide any new special tools required to perform special work.

28 **2. Coveralls and boots**

29 All Bridge Maintenance Mechanics, Striper Operators,  
30 Maintenance Workers, Maintenance Specialist (MS) Apprentices, MS 1, MS 2, and MS  
31 Seniors, in Land Use and Transportation will be issued, for County use, two pairs of  
32 coveralls which may be exchanged for laundered pairs on a weekly basis.

33 The County will provide high visibility rain gear to field  
34 personnel assigned to the Transportation Division who are required to work outdoors  
35 during inclement weather.

36 For the purpose of reimbursing for tar, paint, epoxy and  
37 cement damage, field personnel assigned to Land Use and Transportation Division and  
38 the Fleet Services Section shall, on an annual basis, and upon presentation of a receipt,  
39 be eligible for reimbursement up to an amount of two-hundred dollars (\$200) for work  
40 shoes or boots. These employees will be required to wear work shoes or boots in  
41 compliance with the current American National Standards Institute (ANSI) safety standard  
42 for work boots.





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**ADDENDUM D**  
**EMERGENCY CONDITIONS PROVISIONS**  
**(Department of Community Services and Department of County Assets)**

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**I. Purpose**

The purpose of this addendum is to set forth past practice governing wage entitlements during periods of emergency for designated employees in Animal Services, Bridge Maintenance and Operations, Road Maintenance and Fleet Section, as well as certain positions in the Material Management Section within the Fleet, Records Management, Electronic Services, Distribution Services, and Store Division (FREDS).

**II. Agreement**

**A.** An emergency is defined as inclement weather or other condition, which in the judgment of the Director of Community Services or Director of County Assets constitutes a present or imminent danger to the health, safety, or property of the people of Multnomah County.

**B.** During the term of such an emergency, the "work day" for pay purposes shall be the calendar day (midnight to midnight).

**C.** An employee sent home during the work day, regardless of whether or not the employee is recalled, shall receive a minimum of eight (8) hours of pay for that work day.

**D.** The total number of hours worked during the work day, regardless of how divided, shall be added to determine the total number of hours worked for pay purposes during the work day.

**E.** All hours worked in excess of eight (8) hours during the work day shall be compensated at the overtime rate of pay. However, on the first (1<sup>st</sup>) day of the emergency, any employee sent home and called back within the same work day shall receive an additional two (2) hours of overtime pay in addition to the compensation as computed and paid as the paragraph above.

**F.** All hours worked during swing and graveyard shifts shall be paid at the contractually required shift differential.

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**ADDENDUM E**  
**AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES**

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**I. Auto Allowance**

**A. Payment**

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

**B. Incidental Use**

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

**C. Condition of Employment Use**

**1. Designation**

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

**2. Payment**

Upon signing of this Agreement an employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per month for part-time employees. To qualify for this reimbursement employees must be assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

**D. Payment Rules for Alterations in Work Site**

**1. Temporary reporting place**

Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her regular place of reporting, the employee shall be paid for the use of his or her personal transportation at the rate provided in "Section B" or "Section C" above as appropriate for additional miles traveled. This provision will not apply when there is a regular change in reporting location as determined by management with ten (10) days written notice to the affected employees and the Union. In instances in which an employee has no regular reporting place, the County will designate one (1) work site as a "regular place of reporting" for purposes of mileage reimbursement.

1                                   **2.       Secondary reporting place**

2                                   Whenever an employee reports to his or her regular place of  
3 reporting and is required to use his or her personal transportation to report for work at  
4 another location, the employee shall be paid for the additional miles traveled to and from  
5 the secondary reporting place in accordance with "Section B" or "Section C" above as  
6 appropriate. The time involved in traveling from the regular reporting place to and from  
7 the secondary reporting place to the regular reporting place shall be considered time  
8 worked for pay purposes.

9       **II.       Incidental Parking**

10                                  Subject to procedural regulation or supervisory direction as to time, place and  
11 circumstances of use, when employees on a non-commuter basis are required to use  
12 their automobile for driving into downtown Portland or elsewhere where parking is  
13 charged, employees shall be reimbursed for such parking charges.

14       **III.       Bus Pass**

15                                  **A.       Statement of Purpose**

16                                  For the purposes of encouraging employees to use mass transit as part  
17 of the County's ride reduction program under the Oregon Department of Environmental  
18 Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the  
19 County's commitment to limiting traffic congestion and promoting clean air, effective  
20 October, 2001, each employee shall be eligible to receive a bus pass entirely subsidized  
21 by the County for the employee's personal use while employed by the County.  
22 Employees shall return bus passes to the County upon termination of County  
23 employment. Failure to do so may result in further action by the County and may be  
24 noted in the employee's personnel file..

25                                  **B.       Scope of Subsidy**

26                                  1.       The County will provide a 100% subsidy for employee bus  
27 passes. However, the County may require that the employee pay a percentage if the  
28 County's subsidy exceeds the IRS standard for a de minimis employee benefit. It will be  
29 the employee's responsibility to obtain the necessary Photo ID from Tri-Met. Instructions  
30 for obtaining the photo ID will be available through Employee Benefits and will be included  
31 in new hire packets.

32                                  2.       This program is offered only by Tri-Met. However C-Tran will  
33 honor the Tri-Met all zone pass.

34                                  **C.       Procedural Requirements**

35                                  The procedural requirements for obtaining the pass and verification that  
36 the pass has been used solely by the employee shall be the same as apply to managerial  
37 employees. Such requirements may change from time to time to ensure efficient and  
38 effective implementation of the program.

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**ADDENDUM F**  
**DEPARTMENT OF LIBRARY SERVICES**

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The terms of the 2011-2014 Agreement shall apply except as indicated below:

**Article 7. Holidays**

**I. Observed Christmas and New Year Holidays**

**A. In 2011-2012**

1. The Central Library and the branch libraries will observe the Christmas Eve holiday on, Saturday, December 24, 2011; the Christmas holiday on Sunday, December 25, 2011; and the New Year holiday on Sunday, January 1, 2012.

2. The Administration Building will observe the Christmas Eve holiday on, Friday, December 23, 2011; the Christmas holiday on Monday, December 26, 2011; and the New Year holiday on Monday, January 2, 2012.

**B. In 2012-2013**

1. The Central Library and the branch libraries will observe the Christmas Eve holiday on, Monday, December 24, 2012; the Christmas holiday on Tuesday, December 25, 2012; and the New Year holiday on Tuesday, January 1, 2013.

2. The Administration Building will observe the Christmas Eve holiday on, Monday, December 24, 2012; the Christmas holiday on Tuesday, December 25, 2012; and the New Year holiday on Tuesday, January 1, 2013.

**C. In 2013-2014**

1. The Central Library and the branch libraries will observe the Christmas Eve holiday on, Tuesday, December 24, 2013; the Christmas holiday on Wednesday, December 25, 2013; and the New Year holiday on Wednesday, January 1, 2014.

2. The Administration Building will observe the Christmas Eve holiday on, Tuesday, December 24, 2013; the Christmas holiday on Wednesday, December 25, 2013; and the New Year holiday on Wednesday, January 1, 2014.

**II. Other Holiday Exceptions**

The terms of Article 7 shall apply except as noted above and as follows: During the week of a holiday, the County shall permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave.

**Article 13. Work Schedules**

The terms of this article shall apply except:

**Section III.A.1.a. and b. Work Days and Days Off**

The provisions of this section shall apply subject to management approval with the modification that employees working 40 hours per week 5/8, 4/10 or 9/80 schedules are not

1 guaranteed two (2) consecutive days off per week but rather will have work schedules which are  
2 designed so that all employees shall have at least two (2) consecutive days off in each two (2)  
3 week period. Employees may waive this right by written request to the supervisor with a copy  
4 provided to the Union.

5 The provisions of Section III.A.2 shall not apply.

#### 6 **Article 14. Compensation**

8 The terms of this article shall apply except:

#### 9 **Shift Differential**

10 Payment of shift differential as provided by "Section V" shall not apply. However,  
11 the Library acknowledges that work hours past six (6:00) p.m. may require sacrifice on the  
12 part of employees. The Library will pay an hourly premium of seventy-five cents (\$0.75) for  
13 all hours worked after six (6:00) p.m. until close of business.

14 Shift differential shall be subject to rounding to the nearest quarter of an hour in  
15 accordance with the rounding provisions of Article 13, "Section VII.(A)". Shift differential for  
16 time worked after 6:00 p.m. will not be paid unless the employee works until 6:08 p.m., at  
17 which point the employee will be paid shift differential for one quarter (1/4) hour. Similarly,  
18 an employee whose shift normally ends at 8:05 p.m. will receive two hours of shift differential  
19 for the time between 6:00 p.m. and 8:00 p.m. but will not receive shift differential pay for time  
20 worked after 8:00 p.m. unless the employee works until 8:08 p.m., at which time the  
21 employee will be paid an additional one quarter (1/4) hour of shift differential.

#### 22 **Article 15. Classification and Pay Ranges**

24 The terms of this article shall apply except:

#### 25 **Librarian or Library Assistant performing limited oversight duties**

26 It is recognized that in those branch libraries without both a supervisor and/or  
27 administrator/manager a Librarian or Library Assistant may, in the absence of the supervisor,  
28 perform such limited oversight tasks as approving leaves of absence and overtime, coaching  
29 employees, documenting performance and handling worker's compensation incidents,  
30 coordinating the recruiting process, responding to facility emergencies and serving as the  
31 contact person for administrative staff. When the period of performance of such limited  
32 oversight duties is forty (40) hours or more, an employee in the Librarian classification shall  
33 be paid a five percent (5%) work out of class differential; an employee in the Library  
34 Assistant classification shall be paid according to the provisions of Article 15, Section III A.

#### 35 **Employees Substituting in Lower Classifications**

36 Employees who voluntarily substitute in a lower classification shall be paid for such  
37 time at the top step of the lower salary range unless there is an overlap between the  
38 employee's salary range and the lower salary range, in which case the employee would  
39 receive their regular rate of pay.

#### 40 **Article 22, Shift and Work Assignment**

41 The terms of this article shall apply except:  
42

1                    **Section III Permanent Shift/Work Assignment**

2                    For the purposes of bidding on shift assignments, employees may only bid on shifts  
3 that are the same number of hours as their current schedule (i.e. 20-hour employees may  
4 only bid on 20-hour shifts, 30-hour employees may only bid on 30-hour shifts, and 40-hour  
5 employees may only bid on 40-hour shifts). This restriction does not apply to vacancies/work  
6 assignments. Employees may bid on vacancies/work assignments that have more or less  
7 hours than their current schedule.

8                    **Section V. Trial Service Periods**

9                    For part-time employees, the one-hundred and twenty (120) day trial service period  
10 may be extended sixty (60) additional days by mutual agreement of both parties.

11

12                    **Addendum B. Short Term Lead Worker Assignment and Pay**

13                    The terms of this addendum shall apply except:

14                    It is recognized that the Library may have need for Lead Worker (PIC)  
15 assignments less than sixty (60) consecutive days which are deemed not to warrant a  
16 separate classification or work out of class pay. An employee trained to work in the  
17 Librarian, Librarian Assistant or Program Coordinator classifications shall be paid a five  
18 percent (5%) lead work differential for two (2) or more consecutive hours worked as a  
19 short term lead worker.

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**ADDENDUM G**  
**DEPARTMENT OF COMMUNITY JUSTICE**

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**I. Scheduling**

**A.** Any employee of the Department of Community Justice, upon request and approval of their supervisors, shall establish a work schedule that is approved by his/her supervisors and that is responsive to the demands of their job. Such schedule shall be limited to a forty (40) hour work week.

If the work week is within the forty (40) hour cap, all hours worked shall be at the flat rate, on an hour for hour basis, regardless of the starting time, day worked, or length of the work day. Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted.

**B.** Variations of the established work schedule shall be approved by the supervisor.

**C.** Employees receiving "after hours work calls" may respond. If responding to after hours calls, employees will "adjust" their work schedule, hour for hour, within the forty (40) hour work week with the approval of their supervisors.

**II. Shift Bidding for 24-hour, Seven-Day Operations**

**A. Annual Bidding**

Annual shift bidding shall take place in November of every year and the new schedule shall be implemented in the following January. All shifts will be open to bidding and posted as forty (40) hour shifts. The order of bidding shall be based on seniority within the job classification. If two employees are approved by management to job share, they may choose which of their respective positions they wish to split. The resulting vacant position shall then be available to be bid on by other employees.

**B. Vacancies Following Annual Shift Bid**

Any vacancy within the unit of more than ninety (90) days that occurs subsequent to the annual shift bid shall be posted in the unit. The vacant position shall be filled by the most senior employee of those who express interest. The position vacated by that employee will then be posted within the unit and the process will be repeated. This process will be repeated one (1) more time for a total of three (3) postings. The remaining vacant position will be filled by a lateral transfer or new hire for the remainder of the bid year.

**III. Vacation Requests for 24-hour, Seven-day Operations**

For work units that operate on a twenty-four (24)-hour, seven (7)-day schedule, vacation requests for the upcoming calendar year may be submitted at the time of the November shift bid. Management shall grant or deny these initial requests by December 31 of the current year. If two (2) or more vacation requests are submitted for the same days and times, the employee with the most seniority shall be granted the request. Each employee will be allowed to exercise the right of seniority for one (1) of their vacation bid

1 requests in a calendar year. Pending supervisor approval, the remaining requests may be  
2 granted if coverage can be found.

3 All subsequent requests shall be considered on a "first come, first served" basis;  
4 if two (2) or more vacation requests are submitted for the same days and times,  
5 preference will be given to the request that was submitted first, as verified by a date  
6 stamp. If two (2) or more requests are submitted at the same date and time, the more  
7 senior employee's vacation request will be granted. Each employee will be allowed to  
8 exercise the right of seniority for one (1) of their "first come, first served" vacation requests  
9 in a calendar year. Employees shall submit requests as early as possible, and no later  
10 than two (2) weeks before the first (1<sup>st</sup>) day of the requested leave. Both parties agree that  
11 minimal staffing of all shifts must be maintained.

#### 12 **IV. Holidays**

13 Because of the complexity of scheduling, and the participatory scheduling  
14 process involved for certain employees of the Department of Community Justice, any  
15 employee who is offered a holiday off on an observed holiday but chooses to self schedule  
16 himself on that day shall be granted a personal holiday in lieu of any other holiday  
17 observance or pay. This personal holiday shall be used within the fiscal year but in no  
18 event more than four (4) months from the date of the holiday.

#### 19 **V. Mixed Shifts**

20 **Day Reporting Center/Londer Learning Center:** When employees at the Day  
21 Reporting Center/Londer Learning Center are regularly scheduled, in accordance with the  
22 provisions of Article 13, to work a combination of day and swing shifts which does not  
23 contain four (4) like shifts within the work week, they will not receive relief shift differential  
24 for all shifts worked. They will receive swing shift-differential for each swing shift worked

#### 25 **VI. Community Works Leader**

26 Employees assigned as Community Works Leaders shall be reimbursed up to  
27 three-hundred and fifty dollars (\$350) annually for work boots, daypacks, and/or rain gear  
28 as follows:

29 **A.** Work boots must meet Forest Service standards. Employees may have  
30 their old boots resoled instead of buying a new pair. The same maximum reimbursement  
31 standard applies. Staff who choose to not purchase their own work boots may use client  
32 boots from the Department of Community Justice.

33 **B.** Daypacks must be capable of carrying the necessary safety items for  
34 daily work crews. Staff who choose not to purchase their daypacks may use one of the  
35 Department of Community Justice's daypacks.

36 **C.** Staff who choose to not purchase their own rain gear may use County  
37 issued rain gear from the Department of Community Justice.

38 **D.** In order to qualify for reimbursement, employees must average thirty  
39 percent (30%) time in the field with crews. Reimbursed equipment shall be considered  
40 property of the County. Employees leaving County employment may purchase their boots  
41 at a pro-rated cost.



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**ADDENDUM H**  
**DRUG AND ALCOHOL POLICY**

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**I. Drug Free Workplace Act**

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

**II. Holders of Commercial Drivers Licenses**

While references to rules governing holders of Commercial Drivers Licenses (CDL's) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

**III. Alcohol and Drug Policy Work Rules and Discipline**

**A. Conduct Warranting Discipline**

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

**B. Work Rules**

**1. Possession, consumption, and distribution of alcohol and drugs while on duty**

Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

b. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.

c. Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.

d. Not possess or consume prescription medications without a valid prescription.

**2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises**

Employees shall:

- 1 a. Not use, possess, or distribute illegal drugs.
- 2 b. Not use or distribute alcohol without authorization.

### 3. **Fitness for duty**

4 Employees shall:

- 5 a. Not report for duty while “under the influence” of alcohol  
6 or drugs. An individual is considered to be “under the influence” of alcohol if a  
7 breathalyzer test indicates the presence of alcohol at or above the .04% level. An  
8 individual is considered to be “under the influence” of drugs when testing indicates the  
9 presence of controlled substances at or above the levels applying to CDL holders.
- 10 b. Not render themselves unfit to fully perform work duties  
11 because of the use of alcohol or illegal drugs, or because of the abuse of prescription or  
12 non-prescription medications.
- 13 c. Comply with legally mandated occupational requirements,  
14 whether or not they are specifically included in this policy. For example, by law, holders of  
15 CDL’s may not perform safety sensitive functions, such as driving, at or above the .02%  
16 level.
- 17 d. Not be absent from work because of the use of alcohol or  
18 illegal drugs, or because of the abuse of prescription or non-prescription medications,  
19 except when absent to participate in a bona fide assessment and rehabilitation program  
20 while on FMLA and/or OFLA leave.
- 21 e. Inform themselves of the effects of any prescription or  
22 non-prescription medications by obtaining information from health care providers,  
23 pharmacists, medication packages and brochures, or other authoritative sources in  
24 advance of performing work duties.
- 25 f. Notify their supervisors in advance when their use of  
26 prescription or non-prescription medications may impair the employee’s ability to perform  
27 the essential functions of their position that will result in a direct threat to others. Such  
28 employees include, but are not limited to, sworn officers, holders of a CDL, and those  
29 handling hazardous equipment or materials. Employees who drive a motor vehicle as part  
30 of their job, whether a County vehicle or their personal vehicle, should report when they  
31 are taking any medication that may impair their ability to drive.

### 32 4. **Cooperation with Policy Administration**

33 Employees shall:

- 34 a. Not interfere with the administration of this Drug and  
35 Alcohol Policy. Examples include, but are not limited to, the following: tainting, tampering,  
36 or substitution of urine samples; falsifying information regarding the use of prescribed  
37 medications or controlled substances; or failure to cooperate with any tests outlined in this  
38 policy to determine the presence of drugs or alcohol.
- 39 b. Provide to Human Resources within twenty-four (24)  
40 hours of request a current, valid prescription in the employee’s name for any drug or  
41 medication which the employee alleges gave rise to reasonable suspicion of being under  
42 the influence of alcohol or drugs.

1                                   c.       Respond fully and accurately to inquiries from the  
2 County's Medical Review Officer (MRO); authorize MRO contact with treating health care  
3 providers upon request.

4                                   d.       Complete any assessments or treatment programs  
5 required under this Policy.

6                                   e.       Sign a waiver upon request authorizing treatment  
7 providers to disclose confidential information necessary to verify successful completion of  
8 any assessment or treatment program required under this Policy.

9                                   f.       Disclose promptly (upon the next working day) and  
10 fully to his/her supervisor:

11                                   i.       All drug or alcohol-related arrests, citations,  
12 convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which  
13 occurred while he or she was on duty, on County property, or in a County vehicle; or

14                                   ii.      Any other violation of laws regulating use of  
15 alcohol and controlled substances which adversely affects an employee's ability to perform  
16 major job functions, specifically to include loss or limitation of driving privileges when the  
17 employee's job is identified as requiring a valid license.

18                   **C.       Levels of Discipline**

19                                   1.       The level of discipline imposed on non-probationary  
20 employees for violation of the Alcohol and Drug Policy Work Rules above or other  
21 violations resulting from the use of alcohol or drugs will be according to the provisions of  
22 Article 17, Disciplinary Action.

23                                   2.       Employees will be held fully accountable for their behavior.  
24 Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline  
25 imposed for rule violations, misconduct, or poor performance except as specifically  
26 provided in the section on last chance agreements below.

27                                   3.       The Parties acknowledge that, all other things being equal,  
28 certain duties imply a higher standard of accountability for compliance with the  
29 requirements of this policy than others. These duties include, but are not limited to, the  
30 following:

- 31                                   a.       carrying firearms  
32                                   b.       work in the criminal justice system  
33                                   c.       responsibility for public safety or the safety of co-workers  
34                                   d.       handling narcotics or other controlled substances  
35                                   e.       handling hazardous equipment or materials  
36                                   f.       influencing the behavior of minors  
37                                   g.       holding a CDL

38                                   4.       In instances in which the County determines that an  
39 employee's conduct warrants termination, the County may offer the employee continued  
40 employment under the terms of a last chance agreement if there are mitigating  
41 circumstances, such as a substance abuse dependency or other good cause. An example  
42 of a Last Chance Agreement is included as an attachment to this Addendum.

1 a. Any Last Chance Agreement will include but not be  
2 limited to, the following:

3 i. the requirement that the employee enroll,  
4 participate in, and successfully complete a treatment program as recommended by the  
5 Substance Abuse Professional;

6 ii. the right for the County to administer any  
7 number of unannounced follow up drug or alcohol tests at any time during the work day for  
8 a period of two (2) years from completion of any required treatment or education program;

9 iii. the signatures of the employee's  
10 supervisor, the employee, and the employee's Union representative.

11 b. The offer of a Last Chance Agreement will not set  
12 precedent for the discipline of other employees in the future. Any discipline incorporated  
13 in a Last Chance Agreement may not be grieved under the provisions of Article 18,  
14 Grievance Procedure.

15 **D. Mandatory Assessment and Treatment**

16 1. Employees who are disciplined for conduct which is related to  
17 the use of alcohol or drugs may be required to undergo assessment and to complete a  
18 program of education and/or treatment prescribed by a Substance Abuse Professional  
19 selected by the County. Employees who test positive for alcohol or controlled substances  
20 will be required to undergo assessment at the earliest opportunity, regardless of whether  
21 disciplinary action has been taken.

22 2. The County will verify employees' attendance, and that the  
23 assessment and treatment have been completed. This verification and any other  
24 information concerning alcohol and drug dependency will be treated as confidential  
25 medical information per applicable state and federal law and County Administrative  
26 Procedures.

27 3. Policy on the use of leave for assessment and treatment will  
28 be the same as for any other illness.

29 **E. Return to Work Testing**

30 Employees who test positive for being "under the influence" of drugs will  
31 be required to test negative before returning to work. (Note that Federal law requires CDL  
32 holders performing safety sensitive functions to undergo return to work testing after a  
33 positive alcohol or drug test.)

34 **IV. Testing**

35 **A. Basis for Testing**

36 1. All employees may be tested:  
37 a. based on reasonable suspicion of being "under the  
38 influence" of alcohol or prohibited drugs;  
39 b. before returning to work after testing positive for being  
40 "under the influence" of alcohol or drugs;  
41 c. as part of a program of unannounced follow-up testing  
42 provided for in a Last Chance Agreement.

1                   2.       An employee applying for a different County position will be  
2 subject to testing on the same basis, and using the same procedures and methods, as  
3 outside applicants.

4                   3.       Consistent with Federal law, employees in safety sensitive  
5 positions, including but not limited to holders of CDL's and Bridge Operators, shall be  
6 subject to the testing requirements of federal law, in addition to the requirements herein  
7 which apply to all employees. For example, unlike other employees, employees in safety  
8 sensitive positions will be subject to legally required random testing and testing following  
9 certain kinds of accidents.

10                   **B.       Establishing Reasonable Suspicion**

11                   1.       **Definition**

12                   "Reasonable suspicion" is a set of objective and specific  
13 observations or facts which lead a supervisor to suspect that an employee is under the  
14 influence of drugs, controlled substances, or alcohol. Examples include, but are not  
15 limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or  
16 constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of  
17 unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty  
18 concentrating, theft from office or from other persons, unexplained absences during office  
19 hours, or employee's admission of use of prohibited substances.

20                   2.       **Supervisory training**

21                   The County will provide training to all supervisors on  
22 establishing reasonable suspicion and the nature of alcohol and drug dependency.  
23 Supervisors who have not been trained will not have the authority to direct employees to  
24 be tested on the basis of reasonable suspicion of being under the influence.

25                   3.       **Lead Workers**

26                   When no supervisor is immediately present, lead workers who  
27 oversee day-to-day work activities are "supervisors" for the purposes of establishing  
28 reasonable suspicion and directing employees to be tested on that basis. This provision  
29 applies to lead workers who supervise or act as lead workers as part of their job  
30 description, as well as to those who receive premium pay under Addendum B, Lead  
31 Worker Assignment and Pay.

32                   4.       **Additional precautions**

33                   Application of the "Reasonable Suspicion" standard to any  
34 employee in this bargaining unit shall include the following additional precautions:

35                   a.       The supervisor shall articulate orally a summary of  
36 the specific facts which form the basis for believing that the employee is under the  
37 influence of drugs or alcohol; and

38                   b.       The supervisor shall provide upon request within  
39 forty-eight (48) hours of the oral determination of "reasonable suspicion" a written  
40 specification of the grounds for reasonable suspicion; and

41                   c.       Except in field or shift circumstances which render  
42 contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on

1 "reasonable suspicion" unless the supervisor has consulted with another supervisor or  
2 managerial person regarding the grounds for the suspicion.

3 **C. Testing Methodology**

4 Testing procedures for all employees will be governed by the same  
5 standards as apply to CDL drivers under federal law. These standards include, but are not  
6 limited to, those governing sample acquisition, the chain of custody, laboratory selection,  
7 testing methods and procedures, and verification of test results.

8 **1. Drug Testing**

9 a. Drug tests are conducted using urine specimens. In  
10 accordance with CDL standards, the County will contract with a medical doctor trained in  
11 toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the  
12 MRO will attempt to contact employees to review preliminary positive test results with  
13 employees and any relevant health care providers before the results are reported to the  
14 County. Based on his or her professional judgment, he or she may change the preliminary  
15 test result to negative. The County will not be able to distinguish a test result that is  
16 negative by MRO intervention from any other negative result.

17 b. In addition to compliance with federal guidelines, the  
18 following safeguards will also be applied:

19 i. Test results will be issued by the MRO or the testing  
20 laboratory only to the County's Drug and Alcohol Policy Coordinator. The results will be  
21 sent by certified mail or hand-delivered to the employee within three (3) working days of  
22 receipt of results by the County.

23 ii. **Appeals**. If an employee disagrees with the results  
24 of the alcohol or drug test, the employee may request, in writing, within five (5) days of  
25 receipt of test results, that the original sample be re-tested at the employee's expense by  
26 the testing laboratory. The result of any such retest will be deemed final and binding and  
27 not subject to any further test. Failure to make a timely written request for a retest shall be  
28 deemed acceptance of the test results. If an employee requests a retest, any disciplinary  
29 action shall be stayed pending the results of the re-testing.

30 **2. Alcohol Testing**

31 a. Alcohol tests are conducted using a breathalyzer  
32 screening test. Employees who test 0.02 or higher will be required to submit to a  
33 confirmation test. Test results will be issued only to the County's Drug and Alcohol Policy  
34 Coordinator. The results will be sent by certified mail or hand-delivered to the employee  
35 within three (3) working days of receipt of the results by the County.

36 b. Alcohol confirmation tests are considered final, they may  
37 not be appealed.

38 3. Test reports are medical records, and will be handled  
39 according to applicable state and federal law and County Administrative Procedures which  
40 insure the confidentiality of such records.

41 **V. Definitions**

42 **A. Alcohol:**

1 Ethyl alcohol and all beverages or liquids containing ethyl alcohol.  
2 Levels of alcohol present in the body will be measured using a breathalyzer test.

3 **B. Controlled Substance:**

4 All forms of narcotics, depressants, stimulants, analgesics,  
5 hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled  
6 Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale,  
7 purchase, transfer, use, or possession is prohibited or restricted by law.

8 **C. County:**

9 Multnomah County, Oregon.

10 **D. Drug Paraphernalia:**

11 Drug paraphernalia means any and all equipment, products, and  
12 materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be  
13 used in connection with the production, delivery, or use of a controlled substance as that  
14 term is defined by ORS 475.005.

15 **E. Drug Test:**

16 A laboratory analysis of a urine sample to determine the presence of  
17 certain prohibited drugs or their metabolites in the body.

18 **F. Drugs:**

19 Controlled substances, designer drugs (drug substances not approved  
20 for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food  
21 and Drug Administration), and/or over-the-counter preparations available without a  
22 prescription from a medical doctor that are capable of impairing an employee's mental or  
23 physical ability to safely, efficiently, and accurately perform work duties.

24 **G. Medical Review Officer (MRO):**

25 A medical doctor trained in toxicology who contracts with employers  
26 primarily to review positive preliminary drug test results with employees. The MRO  
27 determines whether or not the results are likely to have been caused by factors other than  
28 drug abuse.

29 **H. On Duty:**

30 The period of time during which an employee is engaged in activities  
31 which are compensable as work performed on behalf of the County, or the period of time  
32 before or after work when an employee is wearing a uniform, badge, or other insignia  
33 provided by the County, or operating a vehicle or equipment which identifies Multnomah  
34 County.

35 **I. Prescription Medication:**

36 A medication for which an employee is required by law to have a valid,  
37 current prescription.

38 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**  
39 **Alcohol:**

40 See "Section IV. B. 1. a" above.

41 **K. Substance Abuse Professional (SAP):**

42 A licensed physician, or licensed or certified psychologist, social worker,

1 employee assistance professional, or addiction counselor with knowledge of and clinical  
2 experience in the diagnosis and treatment of alcohol and controlled substance-related  
3 disorders.

4 **L. Under the Influence of Alcohol:**

5 See "Section III. B. 3" above.

6 **M. Under the Influence of Drugs:**

7 See "Section II. B. 2" above.

8 **VI. Sample Last Chance Agreement**

9  
10  
11 **LAST CHANCE AGREEMENT**

12  
13 The following agreement is entered into between Multnomah County and the Employee.  
14 Failure on the part of the employee to meet the expectations below will result in the  
15 termination of his or her employment with the County.

16  
17 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if  
18 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or  
19 outpatient rehabilitation program approved by the County. I fully understand that should I  
20 fail to complete either the inpatient or outpatient program, my employment with the County  
21 will be terminated.

22 2. I agree to comply with and complete the conditions of my "Aftercare Plan" as  
23 recommended by my treatment counselor. If I must be absent from my aftercare session,  
24 I must notify the County. The County has my permission to verify my attendance at  
25 required meetings. If I do not continue in the aftercare program, I understand that my  
26 employment will be terminated.

27 3. I understand that the signing of this agreement shall allow the County the right to  
28 communicate with my physician and/or counselors regarding my status and progress of  
29 rehabilitation and aftercare. I further agree to sign any authorization or release of  
30 information necessary to allow for such communication.

31 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing  
32 (urinalysis and breath test) by the County for a period of twenty-four (24) months from the  
33 date I return to work. This time period will increase accordingly if I am absent from work,  
34 for any reason, for a cumulative period of one (1) month or more. I understand that if I  
35 refuse to take a drug and/or alcohol test or if a test is positive, my employment will be  
36 terminated.

37 5. I agree to return to work upon successful completion of an alcohol/drug  
38 rehabilitation program if my substance abuse counselor requires inpatient treatment.

39 6. It is understood that this agreement constitutes a final warning.

40 7. I understand the Employee Assistance Program is available to me should  
41 personal problems arise in the future that may have an effect on my ability to remain in  
42 compliance with the drug and alcohol policy and/or this agreement.



1 8. I realize that violation of the drug and alcohol rules and/or policies at any time in  
2 the future is cause for termination.

3 9. I realize that my employment will be terminated if I fail to meet the expectations  
4 outlined in this Agreement and the letter attached.

5

6 Disciplinary Action

7 I understand that the disciplinary action imposed in the attached letter may not be grieved  
8 under the grievance procedure in the Local 88 contract.

9

10 Personal Commitment

11 I pledge and agree to abide by the terms of this agreement. I understand that a violation  
12 of or noncompliance with any of these terms will result in my being terminated. Further, I  
13 pledge to remain free of all illegal drugs and also not to abuse legal drugs (including  
14 alcohol). I hereby consent to the County's contacting any treatment or health care  
15 provider who may have information on my alcohol or drug dependency condition and/or  
16 compliance with the terms of this agreement and authorize the provider to furnish such  
17 information to the County.

18

19 I understand the terms and conditions of this letter. I also understand that, except as  
20 expressly stated in this agreement, my terms and conditions of employment will be  
21 determined by the County's policies and rules, and that this agreement does not guarantee  
22 me employment for any set period of time. I have had sufficient time to study it away from  
23 the work place and to consult anyone I desire about it. I sign it free of any duress or  
24 coercion. This letter will become part of my personnel file.

25

26 \_\_\_\_\_  
27 (Employee) (Date) (Managerial Employee  
28 With (Date) Disciplinary Authority)\*\*

29 \_\_\_\_\_  
30 \_\_\_\_\_  
31 (Labor Representative) (Date) (Employee's Immediate Supervisor\*\*\*) (Date)

32

33 \_\_\_\_\_  
34 (Multnomah County (Date)  
35 Labor Relations, if applicable\*)

36

37 Footnotes:

38 \* Necessary only if terms of the Labor Agreement are waived or excepted.

39 \*\* Always necessary.

40 \*\*\* Optional in cases in which immediate supervisor does not have termination authority.

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**ADDENDUM I**  
**OFFICE OF THE SHERIFF (MCSO)**

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**I. Sign-Up**

**A. Vacation**

The method of vacation selection shall be in accordance with the provisions of Article 8 and employees shall choose their vacation dates in order of County Seniority. Vacation selection shall either be made at the time of the annual shift bid or at a later date in a timely manner. Each unit manager shall provide a written policy for determining how many employees may be scheduled for vacation on any given day or shift and notify staff before the vacation sign-up begins.

At their discretion, managers may make necessary modifications during the year to accommodate the needs of their individual units when circumstances beyond their control occur, such as budget cuts, layoffs or unexpected vacancies. Management will grant additional leave requests after the vacation sign-up is completed on a first come, first serve basis within their established written guidelines.

**B. Shift and Vacancy**

**1. Programs Unit**

Filling a vacancy that occurs as a result of a change in work assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by Article 22.I.A-D) shall be based on job class seniority. Work Assignment is defined as work site location which is a MCSO facility (MCDC, MCIJ, WAPATO). Work Unit is defined as the Programs Unit within the Business Services Division in MCSO. Shift is defined by both the hours and the days worked either on or off (i.e. "C" shift Tuesday-Saturday or "C" shift Sunday/Monday off).

There shall be an annual sign-up for work location, shift and days off by job class seniority as defined by Article 2.VI, for all MCSO Corrections Counselors and separately for all MCSO Corrections Technicians for placement to occur at the beginning of the calendar year. If a vacancy occurs (as defined by Article 22.I) or a need arises to change shifts, days off or work location other than at the beginning of the calendar year, then the provisions of Article 22.VI.A apply so that management will seek qualified volunteers based on job class seniority. If there are no volunteers, the least senior qualified employee changes work location, shift or days off. Or if a ninety (90)-day or less vacancy occurs, Article 22.II.A applies so that management can make a short term assignment (as defined in that Article) at their discretion. All other provisions of Article 22 shall apply.

**2. All 24/7 Units**

**a.** All twenty-four (24) hour, seven (7) day a week units in the Sheriff's Office will bid annually for shifts and days off in the following manner unless otherwise indicated:

**i.** Annual shift bids and days off shall be

1 posted two (2) weeks before the sign-up begins at each work location along with an  
2 updated list of staff members by their job classification seniority.

3 ii. The annual shift bid will begin no later than  
4 December 1<sup>st</sup> of every year. If the annual shift bid cannot begin by December 1<sup>st</sup>, the  
5 manager of that unit will notify the union in writing by November 30<sup>th</sup>.

6 iii. Each employee will have no more than two  
7 (2) complete shifts to make their selection of shift and days off. However, the bid shall be  
8 given to the next member as soon as possible after signing up to expedite the process. If  
9 a member is on his/her days off, the bid will stop and wait for their return.

10 iv. Employees who will be gone on a leave of  
11 absence, other leave or vacation of three (3) or more days will submit in writing to their  
12 manager three (3) choices for shift and days off, numbering them by one (1) being their  
13 first choice, two (2) being their second choice and three (3) being their third choice for  
14 available shifts and vacation days. Members shall be allowed to call or authorize their  
15 manager to call them at home to sign-up if they are gone for more than three (3) days  
16 during the shift bid process.

17 v. New shifts will be implemented no later than  
18 the following February 1<sup>st</sup>, annually.

19 vi. Employees in the Auxiliary Services unit will  
20 additionally be afforded an opportunity to express a preference for work assignment and or  
21 location; provided however, that final determination in these matters is management's  
22 discretion.

23 **II. Shift Trades (Time Exchanges)**

24 Shift trades shall be allowable subject to the terms and conditions of Special  
25 Order 99-17 dated June 1, 1999.

26 **III. Uniforms**

27 Records Unit employees required to wear uniforms shall receive, upon hire into the unit, a  
28 uniform allowance of one hundred dollars (\$100) and thereafter all requests for additional  
29 uniforms shall be approved by MCSO Records Unit Manager prior to ordering.

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**ADDENDUM J**  
**SCHOOL BASED EMPLOYEES**

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I. The purpose of this Addendum is to set forth certain understandings between the parties concerning terms applicable to the limited duration layoff, summer work and recall of employees in the Health Department and the Department of County Human Services who work in School Based positions.

A. School based bargaining unit members who verify to the program manager a combination of work and vacation by May 7 to be in a paid status equal to their budgeted FTE throughout the summer, shall not be laid off.

B. Bargaining unit members who do not have work available in their ten (10) month school based work site or who choose not to work outside of their school based site will be laid off during school closure for the summer.

C. Bargaining unit members who are laid off may be called back as regular employees as provided in Section H. Summer Work/Effect of Refusal. Effective July 1, 2011, ten (10) month employees, upon recall, shall no longer realize a loss of seniority due to the two (2) months annual layoff. This shall only affect the calculation of their countywide seniority date.

**D. Limitation on Bumping and Recall from School Based**

1. Notwithstanding any other provision of this agreement, bumping by or recall of bargaining unit members who, for administrative purposes, are inside the County's school based program shall be limited to positions inside the school based program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure.

2. If business needs require the County to reduce a school based position from twelve (12) months to ten (10) months, the County will first look for volunteers among the twelve (12) month employees in the affected classification to determine whether there are any employees willing to have a reduced schedule. If there are no volunteers willing to change to ten (10) month schedule, the twelve (12) month school based employee with the lowest Countywide seniority date in the affected classification will be reduced.

**E. Administrative Purposes Defined**

For purposes of this section "administrative purposes" means that the employee ordinarily files his or her payroll time sheet with the school based program.

**F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority and Insurance Benefits**

When implementing limited duration layoff or recall from such layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties' collective bargaining agreement. Such deviation shall not be for a period exceeding seven (7) calendar days. A more senior employee who would have been

1 retained or recalled but for the departure from normal seniority order of layoff or recall may  
2 use vacation or leave without pay for the period between the date he or she would have  
3 bumped or been recalled under normal procedures and the effective date of the general  
4 school based health summer layoff or recall as determined by the School Based Manager.  
5 In addition, such employees will accrue seniority and be eligible for medical and dental  
6 insurance coverage as though they were laid off or recalled in accordance with normal  
7 layoff or recall procedures.

8 **G. Probationary Employees**

9 The probationary period of an employee on probation when a limited  
10 duration layoff takes effect shall be frozen over the summer and shall resume, if the  
11 employee is recalled to work, at the commencement of the next school year. This shall  
12 not apply if the County notifies the employee that his or her probationary service has been  
13 terminated.

14 **H. Summer Work/Effect of Refusal**

15 Bargaining unit members in School Based Program who perform  
16 bargaining unit work for the County while on limited duration layoff during summer school  
17 closure shall be paid at the same wage step they held when the limited duration layoff took  
18 effect. They shall also be employed pursuant to the terms and conditions of the collective  
19 bargaining agreement and receive all benefits/entitlements specified in the collective  
20 bargaining agreement as they do during the regular school year with the exception of  
21 "Section IV" of Article 21 and Article 11 Health and Welfare Benefits (see "Section M" of  
22 this Addendum for health and welfare benefits coverage). Employees on limited duration  
23 layoff who are working are not eligible for lead pay unless working in a lead assignment in  
24 school based program. An employee may refuse to accept work that is offered, with the  
25 understanding that such refusal may affect eligibility for unemployment compensation.

26 **I. Layoff or Carryover of Accumulated Vacation**

27 Notwithstanding any other provision of this agreement, an employee  
28 subject to limited duration layoff in school based program may request payoff of some or  
29 all of his or her accumulated vacation. Such request shall be made in writing to the School  
30 Based Manager, the Department's Human Resource manager and Payroll Supervisor of  
31 the Department of County Management within three (3) days after the employee receives  
32 notice of limited duration layoff. In the absence of such notice, vacation will be carried on  
33 the books over the summer unless the employee is subsequently terminated or resigns. In  
34 such case, normal provisions relating to vacation payoff shall apply.

35 **J. Considerations in Use of Vacation**

36 Notwithstanding Subsection H or Article 8, "Section V" above, the  
37 parties acknowledge that although requests to take vacations during the school year may  
38 in some cases be granted, the risk that management will deny such a request is  
39 significantly greater than in other county operations, due to the need to provide services to  
40 students when schools are in session. For that reason, School Based Program  
41 Employees are encouraged to continue to select vacation times during Christmas and  
42 spring school vacations to the extent approved by management. Further, employees

1 facing limited duration layoff should take into account the limited availability of time off  
2 when schools are in session, the vacation accumulation ceilings set forth in this  
3 agreement, and the risk of forfeiture of vacation (when accumulation ceilings are reached)  
4 when deciding whether to carry their accumulated balance forward.

5 **K. Alternative Compensation**

6 The Board of County Commissioners may adopt and implement a  
7 uniform policy whereby employees who transfer or are newly hired into the school based  
8 program are required as a condition of such transfer or hire to sign an agreement  
9 accepting the payment of County medical and dental insurance premiums in lieu of  
10 government unemployment insurance payments during the period of a limited duration  
11 layoff due to summer closure.

12 **L. Alternative Benefits**

13 If the State of Oregon adopts a law which uniformly disqualifies  
14 employees on a limited duration layoff from receiving unemployment insurance, even if  
15 they are available for and actively seeking suitable interim employment, the County and  
16 Union agree to meet to negotiate over the terms of possible alternative benefits or  
17 compensation to cover that period of unemployment. This shall be construed only as  
18 contractual authorization for such a policy. This shall not be construed as a purported  
19 waiver by the union of individual employee rights under the Oregon unemployment  
20 compensation statute.

21 **M. Insurance Benefits for Summer Work**

22 If the employee's last regularly scheduled workday in pay status falls on  
23 or before the fifteenth (15<sup>th</sup>) day of the calendar month in which the employee begins  
24 limited duration layoff, medical/vision and dental benefits toward which the County has  
25 contributed will lapse at the end of that month. If such work day falls after the fifteenth  
26 (15<sup>th</sup>) of the calendar month in which the employee begins limited duration layoff, coverage  
27 toward which the County has contributed will lapse at the end of the following calendar  
28 month. (Example: Employee A's last day is July 15<sup>th</sup>: Employee A's coverage toward  
29 which the County has contributed will lapse July 31<sup>st</sup>. Employee B's last day is July 16<sup>th</sup>.  
30 Employee B's coverage toward which the County has contributed will lapse August 31<sup>st</sup>.)  
31 Employees will be treated as a regular employee for purposes of receiving health benefits  
32 per Article 11 provided they work a minimum of two (2) shifts from July 16 through July 31.

33 **N. Supplemental Life and Short Term Disability Insurance**

34 The County agrees to apply for the "teacher's waiver" so that  
35 employees laid off as the result of limited duration layoff who are rehired within ninety (90)  
36 days will be reinstated with supplemental life and short term disability insurance that was  
37 in force at the time of layoff.

38 **O. Grievances**

39 Any dispute over the meaning, interpretation or application of this  
40 Addendum shall be resolved through the grievance procedure set forth in Article 18.

41 **P. Holidays**

42 Notwithstanding the provisions of Article 7, members of the bargaining

1 unit regularly assigned to the School Based Program/School Based Mental Health  
2 Program who request and are granted time off for any scheduled school closure, including  
3 but not limited to the school winter vacation closure, spring vacation closure, teacher in-  
4 service days, or any other scheduled school closure, will be permitted, upon advance  
5 written request, to use leave without pay without first exhausting paid vacation, Saved  
6 Holiday time and/or compensatory time off. Employees who take such period as an  
7 authorized, unpaid leave of absence during the winter vacation closure shall receive their  
8 Christmas and New Years Holiday pay even though they are not in pay status on the days  
9 before and after such holidays. Unscheduled closures, such as those due to weather  
10 events, building safety issues, or any other unscheduled closures are not covered by this  
11 provision and are subject to the contract provisions and county personnel rules for building  
12 or office closures due to inclement weather and natural disasters.

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**ADDENDUM K**  
**LIMITED DURATION APPOINTMENTS**

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The parties agree that the following tables shall be utilized to outline the rights of employees in Limited Duration Appointments.



1 **Employee Rights While in an LDA Position:**

2

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/ Recall Rights	Vacation Bidding	Schedule Bidding
New hire LDA employee	No	No	No	No	No	No	No
Regular status employee assigned an LDA that is a promotion or demotion	No	In base class only	Accrue in base class only	Accrue in base class only	In base class only	Use time spent in LDA to determine rights	Use time spent in LDA to determine rights
Regular status employee assigned an LDA that is a lateral	No	Yes	Yes	Yes	Yes	Yes	Yes

3

4 **LAYOFF EMPLOYEES AND LDAs:**

5 Treat employee as if they were a temporary employee on a long term assignment.

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/ Recall Rights	Schedule Bidding	Vacation Bidding
Regular status employee who is laid off from county w/break in service; accepts an LDA position. Vacation accrual at previous rate and pay at previous step.	No	No	None	None	Employee remains on the recall list for the original designated period of time while in LDA position.	No	No

1 **Employee Rights After an LDA Ends:**

2

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/Recall Rights	Vacation Bidding	Schedule Bidding
New hire LDA employee; hired into regular status after LDA ends (same classification, promotion or demotion) without a break in service	Yes (no credit for LDA time)	Yes	Same as seniority for temps hired into regular status	Same as seniority for temps hired into regular status	Yes	Yes	Yes
Regular status employee assigned an LDA that is a promotion; at end of the LDA promoted into same classification as LDA	Yes	Yes	Same as seniority for temps hired into regular status	Same as seniority for temps hired into regular status	Yes	Yes	Yes

3

4 **Employee Reinstatement Rights at the End of an LDA:**

5

Type of Employee	Reinstatement Rights
New hire LDA employee	None; employee is separated from employment
Regular status employee working in an LDA	Employee is returned to base classification in home department; if there are no vacancies, then look for a vacancy countywide; if no vacancies, then normal bumping rules apply
Recalled to regular status after break in Service	Only if hired into regular status, in same classification, with no break from LDA to regular status.

6

1 **LDAs and Layoff:**

2

Scenario	Serve a Probation	Transfer Rights	Job Class Seniority	Countywide Seniority	Bump/Recall Rights	Vacation Bidding	Schedule Bidding
Regular status employee subject to layoff is offered an LDA (lateral or demotion to previously held classification)  Note: An offer to employees to bump into an LDA is by mutual agreement of Local 88 and the County	No	No	Same as seniority for temps hired into regular status	Yes	Employees can decline an LDA and remain on recall list  Failure of an employee in an LDA to accept a recall offer would result in removal from the recall list	Use time spent in LDA to determine rights	Use time spent in LDA to determine rights
Project Save	Employees subject to layoff cannot be Project Saved into an LD position.						

3

4 **Notes:** 1. Vacation bidding rights are subject to the Memorandum of Agreements signed by each department, Local 88, and Labor Relations.

5 2. "Home" department for the purpose of establishing limited duration rights is the department in which the employee held a regular status position in  
 6 prior to being placed in a limited duration assignment.

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