



2018-2021

Agreement

Between

Multnomah County, Oregon

And

Multnomah County Employees Union

Local 88-6, AFSCME, AFL-CIO

(Juvenile Custody Services Specialists Unit)



**2018-2021
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
Multnomah County Employees Union
Local 88-6, AFSCME, AFL-CIO
(Juvenile Custody Services Specialists Unit)**



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A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88-6, AFSCME, AFL-CIO

(Juvenile Custody Services Specialist Unit)

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, Juvenile Custody Services Specialist Unit, 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:

ARTICLE 2
DEFINITIONS

I. 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.

II. 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; a twenty (20) hour employee is 0.5.

III. Part-Time Employee

An employee regularly scheduled to work forty (40) hours or more during two (2) work weeks, but less than full-time.

IV. Regular Employee

A. An employee who following an examination process is appointed from a certified list of eligibles to fill a budgeted position; provided that a regular employee shall retain such status upon temporary or regular transfer, promotion, or demotion.

B. When possible, a regular employee must be present and on duty at all times in any area where juveniles are present.

V. Trial Service Employee

A. A regular employee shall serve one (1) year of trial service to determine their suitability for continued employment, such period to begin on the date of their appointment to a regular position from a certified list of eligibles. During the period of trial service, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor their continued service would not be in the best interest of the County. The length of an employee's trial service period may not be extended by a Memorandum of Agreement under the terms of Article 28, Entire Agreement, unless the employee was absent from work for a period of six

(6) months or more previous to the extension. Upon successful completion of six (6) months, trial service employees shall have bidding rights to shifts.

B. A trial service employee who is terminated for performance deficiency related to knowledge, skills, or abilities in the final six (6) months of their Initial Trial Service period and who has not received at least one additional Performance Review sixty (60) days or more after the first Review shall be granted severance pay in the amount of two (2) weeks of base pay at their FTE and schedule. This provision excludes Trial Service employees terminated for misconduct.

VI. Promotional Trial Service Employee

A regular employee serving a six (6) month period of trial service upon promotion to determine their suitability for continued employment in the classification to which they were promoted, such period to begin on the date of their appointment to a higher classification from a certified list of eligibles. During the period of promotional trial service, the employee shall be returned to the Juvenile Custody Service Specialists bargaining unit without recourse to the grievance procedure if in the opinion of the employee's supervisor their continued service in the classification to which they were promoted would not be in the best interest of the County.

VII. Regular Employee

A regular employee who has passed the initial trial service period in effect at the time of their appointment, and has been employed by the County continuously since passing the trial service period. In addition, the following are deemed to be regular employees:

A. A regular employee who passed the initial one (1) year trial service period, terminated employment, and has been reinstated.

B. A non-trial service employee who has been transferred to the County by intergovernmental agreement under ORS 236.605 through 236.640.

VIII. Temporary Employee

An employee whose appointment is uncertain due to an emergency workload, absence of an employee or because of a short-term need for a skill or ability.

B. Temporary employees shall be entitled only to the rights and benefits expressly identified in this section, Article 24 – Health and Safety, Article 25 – General

Provisions, Article 26 – On Call and Temporary Employees, and Addendum D - Drug and Alcohol Policy. Use of the term “employee” elsewhere in this Agreement specifically excludes temporary employees. Rights and benefits granted to temporary employees by virtue of membership in this bargaining unit will apply only to JCSS temporary assignments and are not transferrable to assignments outside this bargaining unit.

IX. On-Call Employee

An on-call is a JCSS employee whose appointment is intermittent or irregular. On-call employees shall be entitled only to the rights and benefits expressly identified in this Section, Article 24 – Health and Safety, Article 25 – General Provisions, Article 26 – On Call and Temporary Employees, and Addendum D – Drug and Alcohol Policy. Use of the term “employee” elsewhere in this Agreement specifically excludes on-call employees. Rights and benefits granted to on-call employees by virtue of membership in this bargaining unit will apply only to JCSS on-call assignments and are not transferrable to assignments outside this bargaining unit.

X. Limited Duration Employee

A. Limited duration appointments may be made for assignments of uncertain or limited duration, which are subject to the continuation of a grant, contract, award or special funding. Such appointments shall be for a stated period not exceeding two (2) years but may expire earlier. Management will provide timely notice to the union of any limited duration assignments.

B. Limited duration means an employee who is regularly scheduled on a full-time or part time basis, who receives benefits and union representation per this agreement but is excluded from layoff rights since their appointment from the outset is determined to be time, task and work unit limited. New employees appointed under this section will only accrue seniority pursuant to Article 21, Section II, B.

C. A regular employee appointed to a limited duration appointment shall be reinstated to a position in their former classification for purposes of layoff or when the limited duration appointment ends. Regular status employees will continue to accrue seniority as if in their regular assignment. Limited duration appointments shall be made only with the agreement between the Union and Labor Relations.

1 **XI. Supervisor**

2 For purposes of this agreement, supervisor refers to the statutory definition
3 under the PECBA. Neither contractors nor community partners supervise employees.

ARTICLE 3
RECOGNITION

I. Definition of Unit

The County recognizes Local 88, AFSCME, AFL-CIO, as the sole and exclusive bargaining agent for Juvenile Custody Specialists as designated by the Employment Relations Board in UC-4-92-92, as modified in this agreement by the exclusion, effective the first (1st) of the month following the execution date of this agreement, of Juvenile Custody Specialist Supervisors, whose duties have been modified and who have been allocated to an exempt classification. Disputes concerning additions or deletions from this unit shall be handled in accordance with the requirements of the Oregon Public Employees Collective Bargaining Act.

II. Temporary Employees and Temporary List

The parties recognize that temporary employees may be hired to fill, on a temporary basis, budgeted bargaining unit positions. The County shall, on a monthly basis, provide the Union a "Notice of Hiring" for the temporary employees retained setting forth the job title, rate of pay, organization, and duration of employment and such other relevant information as may be reasonably obtained from the County's personnel data base.

III. Certification of Union Officers

The President of Local 88, or their constitutional successor, shall provide the County with written certification of the current Union officers and staff responsible for contract administration.

IV. Certification of County Designee

The County Chair will provide to the President and/or Business Agent of Local 88 written certification of current designees responsible for Local 88 contract administration.

ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, 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.

ARTICLE 5
UNION SECURITY, REPRESENTATION
AND BUSINESS

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 their membership or Union activities.

II. Union Security and Check-off

A. Deduction of Union Dues

1. Amount deducted each payroll period

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement, in accordance with the terms of the contract between the employee and the union, 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.

2. Authorization and certification of dues

Deduction of membership dues must be authorized in writing on the form provided by the Union. The amount to be deducted for dues 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.

3. Appointment to excluded positions

Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

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

2 The County agrees to furnish the Union by the tenth (10th) of each
3 month a listing of the following:

4 **a.** All new bargaining unit employees hired during the previous
5 month and all employees who terminated during the previous month. Such listing shall
6 contain the names of the employees, along with their job classification, work location,
7 and home mailing address.

8 **b.** All bargaining unit members, their social security number,
9 department/section, classification, base pay, birth date, fulltime/part-time status and
10 number of scheduled hours, county seniority date, classification seniority date and
11 mailing address.

12
13 **c.** Listing of all other County employees, their classification and
14 department.

15 **d. Retiree Notice**

16 The County agrees to provide a monthly report to the Union
17 containing the names of former Local 88-position holding employees who have retired
18 from the County in the previous month.

19 **e. Maintenance of Effort**

20 Employees who are current members of the Union at
21 the signing of this agreement or who sign a Union membership card subsequent to the
22 signing of this agreement have agreed to annually maintain the amount of dues
23 certified by AFSCME Council 75 for the duration of the collective bargaining
24 agreement. There shall be a window period each year during which the employee may
25 drop their dues deductions, in accordance with the terms of their membership
26 application and/or dues authorization.

27 **B. People Committee Deductions**

28 To the extent allowable by law, employees may authorize payroll
29 deductions for the People Committee by submitting the form provided by the Union to
30 Central Payroll. The County will provide the Union by the tenth (10th) of each month a

1 listing of employees that are making People contributions and amount deducted per
2 employee.

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

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

11 **III. Union Representation**

12 **A. Contract Negotiations**

13 1. The Union's Negotiating Team shall consist of not more than five
14 (5) members, three (3) of whom may be regular employees and one (1) on-call
15 employee. County employees participating in such negotiations shall be compensated
16 at their normal rate regardless of whether they are scheduled to work during the hours
17 when bargaining takes place. On-call employee participation in Contract Negotiations
18 shall not count toward the employee's weekly hour limitation set forth in Article 2,
19 Section IX.B. of this Agreement.

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

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

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

1 **B. Employee Relations Committee Meetings**

2 To promote harmonious relations and to provide internal
3 communications, the Union and the County will maintain an Employee Relations
4 Committee consisting of no more than five (5) representatives of each party. Up to four
5 (4) of the Union's representatives will be employees. The Committee will establish
6 regular quarterly meetings during normal working hours and will so schedule such
7 meetings as far in advance as practical to avoid disruptions and interruptions of work.
8 Employees attending such meetings shall be compensated at their normal rate
9 regardless of whether they are scheduled to work during the hours when the meeting
10 occurs. The Committee shall discuss any matters pertinent to maintaining good
11 employer-employee relationships including recommendations to promote health and
12 safety of youth and staff. The committee may also include juvenile justice and detention
13 experts as agreed upon by the parties.

14 **C. Grievances and Contract Administration**

15 The Union is the exclusive representative of bargaining unit employees
16 with respect to conditions of employment governed by this Agreement under the State
17 of Oregon Public Employees Collective Bargaining Act. (See Article 18, "Section IV.A
18 and B" on attorneys and on the role of stewards in processing grievances.)

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

20 **1. Bulletin boards**

21 The County agrees to furnish and maintain suitable bulletin boards in
22 convenient places in each work area to be used by the Union. The Union shall limit
23 its postings of notices and bulletins to such bulletin boards. All postings of notices
24 and bulletins by the Union shall be factual in nature and shall be signed and dated
25 by the individual doing the posting.

26 **2. Use of County computers for E-Mail and Internet connections**
27 **related to Union business**

28 a. County computers may be used for Union business
29 involving E-Mail or Internet connections in the following circumstances, but only when
30 such use is also in conformance with the other requirements of this Agreement,

specifically to include the provisions of Article 18, "Section IV.B.2.a," which requires that stewards make every effort to avoid disruptions and interruptions of work.

1) When such use is de minimis and incidental, such as arranging a meeting with a fellow shop steward or the Council Representative.

2) For the purpose of conducting an investigation of a grievance, such as individual inquiries to co-workers which would otherwise be conducted over the telephone.

3) For the purpose of interacting with the County's representatives concerning Union-County business, such as setting dates for a County-Union meeting, making inquiries regarding a grievance, etc.

4) On the employee's own time, for the purposes of utilizing a link on MultCo Commons, or its successor, to reach a Union Internet bulletin board site. Any such site shall be subject to the same rules of content as a conventional union bulletin board.

5) For authorized Union officials only, and on such employee's own time, for the purpose of posting messages on the Bulletin Board site provided for in (4) above.

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

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

1) Access is approved by the County's Chief Information Officer, and subject to restrictions imposed by him or her; and

2) All costs associated with making access available and with maintaining it are borne by the Union.

E. Union Business

There are three (3) forms of Union Business Leave

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

2 Union Business Leave that is considered County Paid Time includes
3 functions that are considered County/Union committees such as labor/management
4 committees, Benefits Committee, Compensation Committee; duties as a steward as
5 defined in this agreement and such other Union Business (County Paid Time) that are
6 mutually agreed between the parties. County employees participating in such activities
7 will be allowed to do so without loss of pay.

8 **2. Union Business Leave (Union Reimbursable Time)**

9 **a.** Any Bargaining unit member selected by the Union to
10 participate in a Union activity as defined below, shall be considered in Union Business
11 Leave (Union Reimbursable Time) status and shall be granted such leave not to
12 exceed twenty (20) working days per fiscal year per member. An additional sixteen
13 (16) working days of paid Union Reimbursable Time shall be granted upon request to
14 any elected Union delegate selected to attend official AFL-CIO or other certified
15 AFSCME activities. Additional time may be granted by mutual agreement of the parties.

16 **b.** Union Business (Union Reimbursable Time) addressed in
17 this section would pertain to such activities as: contract administration – such as time
18 to cover for staff representative, time to attend training conferences such as
19 arbitration/grievance training; and time off to prepare for negotiations;
20 Officers/Delegates Duties – such as attending AFSCME International Convention;
21 Conferences/Other – Women's Convention, Appointment to AFSCME or other Union
22 Board seat or committee; and mutually agreed activities that would qualify for Union
23 Business (Union Reimbursable Time).

24 **c.** Written notice of such time away from work shall be given
25 to the affected employee's immediate supervisor and to the County Labor Relations
26 Manager, five (5) working days in advance. The Union will make every effort to avoid
27 disruption of work. The Union shall reimburse the County for one hundred percent
28 (100%) of the affected employee's salary and fringe benefits (including pro-rata cost of
29 workers compensation premiums, but excluding indirect administration or overhead
30 charges) for straight time spent on Union activities conducted during regularly
31 scheduled working hours.

1 d. The County shall submit a quarterly statement to the Union
2 itemizing the amount of the Union's reimbursement obligation, and may directly
3 withdraw the amount required from a fund maintained with the County. Funds for this
4 purpose shall be maintained in a separate interest-bearing account with the initial
5 balance of twenty-two thousand dollars (\$22,000) to be replenished within ten (10)
6 days upon notice from the County Labor Relations Manager whenever the amount fails
7 below two-thousand five-hundred dollars (\$2,500).

8 e. The Union will accept status as "responsible party" for
9 purposes of attributing Workers' Compensation liability for compensable injuries or
10 illnesses sustained while on Union reimbursable leave time taken under this Section.
11 If the County incurs liability arising from activities of a member engaged in Union
12 Business during such reimbursed time, the Union further agrees to reimburse the
13 County for losses caused by such activities, to the extent that such losses are
14 attributable to the acts of the employee receiving continued compensation pursuant to
15 this section. In the event of a dispute over the causation or amount of loss attributable
16 to the actions of Union agents, the parties agree to arbitrate such dispute under Article
17 18.III D., Step 4, unless such arbitration is inconsistent with the provisions of any
18 applicable third-party insurance indemnification agreement, or unless binding
19 arbitration might jeopardize the availability of coverage by a third-party insurer. County
20 employees participating in such activities will be allowed to do so without loss of pay.

21 **3. Union Business (Unpaid) Leave**

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

28 **F. Union Business Leave – Employment Status**

29 Employees in Union Business Leave Paid County time and Union
30 Reimbursable time shall be treated as in paid leave status regarding accrual of benefits

1 such as vacation, sick leave, Health and Welfare, pension or any other benefit granted
2 employees in paid leave status.

3 **G. Visits by Union Representatives**

4 The County agrees that accredited representatives of the American
5 Federation of State, County and Municipal Employees, AFL-CIO, whether local Union
6 representatives, District Council representatives, or International representatives,
7 upon reasonable and proper introduction, shall have reasonable access to the
8 premises of the County at any time during working hours to conduct Union business.
9 The Union agrees that such visits will cause no disruptions or interruptions of work.

ARTICLE 6
NO STRIKE OR LOCKOUT

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.

1 **V. Informational Picketing**

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

7 **B.** Employees engaged in informational picketing shall be subject to the
8 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 1)

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 4)

7. Labor Day (1st Monday in September)

8. Veterans' Day (November 11)

9. Thanksgiving Day (4th Thursday in November)

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

11. Eight (8) hours to be used between Thanksgiving and New Year's, or for any religious or floating holiday during the calendar 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) hour leave shall be pro-rated 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 workday before and the employee's scheduled workday after the holiday.

B. Hours of Paid Leave on Observed Holidays

The provisions of this subsection do not apply to the eight (8) hours of leave to be used between Thanksgiving and New Year's, or for any religious holiday during the calendar year, as detailed in "Section A" above.

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.

2. Part-Time employees

a. Part-time employees shall be entitled to leave for the length of their scheduled shift on the observed holiday; provided, however, that the amount of the leave shall not exceed their FTE times eight (8) hours. (For example, a half-time employee shall have no more than four (4) hours of holiday leave). If the length of the employee's shift on the observed holiday would be less than the amount of holiday leave to which the employee is entitled, then the employee shall be credited with Saved Holiday time for the difference.

b. During the week of a holiday, the County may 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. If part-time employees are offered an opportunity for a modified work schedule for the week of a holiday and elect not to change from the normal work schedule, when work units are not able to permit a modified work schedule due to operational needs or when the work place is closed on that date, at the employee's option, employees may use vacation time or other earned leave to supplement the pro-rated holiday pay in order to receive a normal check or receive a short pay check based on pro-rated pay for the holiday.

3. Full-Time employees on an irregular work schedule

Full-time employees who are regularly scheduled to work less than forty (40) hours per week, or days of varying length shall be treated as permanent part-time employees for purposes of this subsection. Prior to implementing a new schedule not described in Article 7.I.B.1, the schedule must have first been agreed

upon by the Union and Labor Relations in accordance with Article 13.V.A.

C. Saved Holidays

Saved Holidays may be accrued in lieu of observed holidays per the specific provisions of this Article.

1. Up to fifty (50) hours of Saved Holiday time which is not used by the end of the fiscal year can be carried over into the next fiscal year. An employee's saved holiday bank may not exceed fifty (50) hours. In the event an employee exceeds fifty (50) hours of saved holiday time, the excess time shall be paid at the appropriate rate of pay.

2. Saved Holiday time may be used at the discretion of the employee with the consent of their supervisor. Saved Holiday time will be charged in accordance with the uniform time charging provisions of Article 13.

3. Upon separation from service employees will be paid for unused Saved Holiday time at their regular rate of pay.

4. In the event of an employee's death, their heirs will receive payment for unused Saved Holiday time at the employee's regular rate of pay.

II. Holiday Observance

A. Full-Time Employees Working Five Consecutive Work Days per Week

1. If the holiday falls on an employee's first (1st) scheduled day off, the preceding work day will be observed as that employee's holiday.

2. If the holiday falls on an employee's second (2nd) scheduled day off, the following day will be observed as that employee's holiday.

B. Full-Time Employees Working Four Consecutive Work Days per Week

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

2. If a holiday falls on an employee's third (3rd) scheduled day off, the following work day will be observed as that employee's holiday.

1 **C. Part-Time Employees, and Full-Time Employees Not on a Four**
2 **Consecutive Day or Five Consecutive Day Work Week**

3 The dates designated in "Section I.A" above shall be deemed the
4 observed holiday if the date falls on an employee's regular day of work. Otherwise, the
5 employee shall be credited with Saved Holiday time for the holiday leave to which they
6 would have been entitled.

7 **III. Holiday Pay**

8 **A.** Members of this bargaining unit provide public safety services three
9 hundred sixty-five (365) days a year, and are regularly required to work on observed
10 holidays. An employee required to work on an observed holiday will be compensated
11 at one-and-one-half (1 1/2) times their regular rate of pay for the hours worked during
12 the observed holiday for which the employee was eligible for holiday leave. Any
13 additional hours will be paid at the regular rate of pay. The employee will also be
14 granted the number of hours of leave to which they were eligible. The employee may
15 elect to accumulate such leave as Saved Holiday time subject to the provisions of
16 "Section I" above, or be paid at the employee's regular rate of pay. The election must
17 be submitted by the employee in writing to their immediate supervisor on the forms so
18 provided.

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

22 **IV. Holiday During Leave**

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

ARTICLE 8
VACATION LEAVE

I. Accrual

Each regular employee shall accrue vacation leave from the first (1st) day of regular employment. Vacation leave shall be accrued in accordance with the accrual provisions of the prior agreement between the parties.

II. Table of Vacation Accrual Rates

1. Years of Service	2. Hours Accrued Per Pay Period	3. Hours (Weeks) Accrued Per Year by Forty Hour Employees	4. Maximum Hours Accruable
Less than 5	5.0	120 (3.0 wks.)	248
5 to 10	5.67	136 (3.4 wks.)	272
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432
20 or more	10	240 (6.0 wks.)	500

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 40 hours during the week will be pro-rated on an hourly accrual basis for hours worked during the pay period.

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

3 **C.** The figures in Columns 2 and 3 are approximations based on the accrual
4 rate for a 1.0 FTE employee.

5 **D.** Accrual rates shown in Columns 2 and 3 incorporate two (2) days [sixteen
6 (16) hours] of leave which in previous contracts were allotted to employees as personal
7 holidays.

8 **III. Charging**

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

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

12 Unused vacation leave shall be paid to the employee at their regular rate of pay
13 at the time of separation from service. In the event of an employee's death, unused
14 vacation leave shall be paid to the employee's heirs at their regular rate of pay.

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

16 Employees of Juvenile Services Division shall submit their request for vacation
17 to their immediate supervisor or on-duty supervisor for approval. Wherever possible,
18 consistent with the needs of the Department and requirement for vacation coverage,
19 employees shall have the right to determine vacation times. If there is coverage
20 conflict, the vacation leave request will be granted based on the date and time of the
21 request. If there are two (2) requests by the same date and time, the employee's
22 request with the most seniority will be granted. Additionally, each employee will be
23 allowed to exercise the right of seniority only once for no more than two (2) periods of
24 consecutive days in each calendar year.

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

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

28 **VII. Conversion of Sick Leave**

29 **A.** Based upon accrual as of July 1 each fiscal year, employees shall be
30 allowed to convert sick leave in accordance with the following schedule:

1 **B.** When an employee has accrued one hundred twenty hours (120) of sick
2 leave an employee may convert an amount equivalent to one (1) scheduled work day
3 accrued sick leave into their vacation bank.

4 **C.** When an employee has accrued three hundred sixty (360) hours sick
5 leave, they may convert an amount equivalent to three (3) scheduled work days
6 accrued sick leave into their vacation bank.

7 **D.** When an employee has accrued seven hundred twenty (720) hours sick
8 leave, they may convert an amount equivalent to four (4) scheduled work days accrued
9 sick leave into their vacation bank.

10 **E.** When an employee has accrued one thousand (1000) hours sick leave,
11 they may convert an amount equivalent to five (5) scheduled work days accrued sick
12 leave into their vacation bank.

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

I. Paid Sick Leave

A. Definition and Allowable Use

Sick leave is a leave of absence with pay which may 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. As used in this Article, "protected sick time" refers to sick leave protected under the Oregon state sick time law, ORS 653.601(6), *et seq.* The first forty (40) hours per year of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's state sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is not covered or protected under the state sick leave law, but may be considered protected leave under other state and federal laws.

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 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 were the employee's spouse.
- f.** Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. This category shall be effective through June 30, 2020, and may be extended during the term of the contract by mutual agreement of the parties.

1 **2. Covered health conditions**

2 **a.** Mental or physical illness, injury, or health condition; need
3 for medical diagnosis, care or treatment of a mental or physical illness injury or health
4 condition; or time needed for preventative care; or

5 **b.** Any qualified condition covered by FMLA or OFLA
6 regardless of whether the employee meets statutory eligibility requirements; or

7 **c.** Medical, dental, and employee assistance program
8 appointments; or

9 **d.** Any qualified purpose allowed under Oregon's domestic
10 violence, harassment, sexual assault, or stalking law; or

11 **e.** Any other illness, injury, or quarantine based on exposure
12 to contagious disease; or

13 **f.** In the event of public health emergency, including upon
14 an order of a general or specific public health emergency.

15 **3. Parental leave**

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

20 **4. Occupationally related conditions**

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

23 **B. Accrual**

24 **1.** Employees shall accrue sick leave at the rate of .0461 hours for
25 each straight time hour worked. Straight time hours worked includes paid holidays and
26 leaves with pay.

27 **2.** Sick leave may be accrued on an unlimited basis.

28 **C. Reporting of Sick Leave**

29 An employee who has a position which requires a replacement during
30 illness must notify the supervisor on duty in sufficient time [at least one (1) hour] before
31 the beginning of their shift so that a replacement may be obtained. Failure to call in

1 timely can result in staff being held over until a replacement can be found. Other
2 employees must notify their immediate supervisor, if available, or work site no later
3 than fifteen (15) minutes after their scheduled starting time. Failure to so report may
4 result in loss of pay for the day involved.

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

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

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

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

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

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

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

19 **B. Legitimate Use**

20 1. Protected sick time is limited to the first forty (40) hours of sick
21 time taken by an employee each calendar year.

22 **2. Verification of use**

23 a. Pursuant to Multnomah County Policy, Management must
24 require the completion of a certification form by the employee's health care provider
25 and any other verification required for under the provisions of the FMLA, OFLA, or their
26 successors.

27 b. The County may require an employee to submit written
28 medical verification from a health care provider to receive sick leave benefit under any
29 of the following circumstances:

30 i. The employee has missed work due to illness or
31 injury for more than three (3) consecutive work days; or

ii. The employee has requested leave that is scheduled to last more than three (3) scheduled work days; or

iii. Whenever the County can articulate reasonable cause to believe that a misuse or abuse of sick leave has occurred, including questionable usage, questionable patterns of usage or calling in sick on a previously denied day off, provided the employee has been previously notified by a supervisor or Human Resources representative that, due to such concerns, future verification may be required. After an employee has exceeded the amount of sick leave protected under the Oregon Sick Time Law, employees notified of such reasonable cause described in this paragraph may be required to furnish a certification for each use of sick leave for a period not to exceed six (6) months following the notice.

iv. When the employee has exceeded the amount of sick leave protected under the Oregon Sick Time Law and has called in sick five (5) or more times for separate events in any six (6) month period, regardless of how the time is charged, and the employee has been notified by a supervisor or Human Resources representative that such verification will be required for a period of up to six (6) months following the notice.

2. Discipline

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

a. Abuse of sick leave

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

b. Use of accrued sick leave

1) Use of accrued sick leave, without abuse of such leave, will not be cause for discipline.

2) When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of their job, management may do the following

(subject to the requirements of law, including, but not limited to, the FMLA/OFLA and the Oregon Sick Time Law):

a) require the employee to take continuous leave; or

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

c. Excessive absenteeism

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

1) Any legal requirements, including, but not limited to those of the FMLA/OFLA, Oregon Sick Time Law, or the ADA;

2) The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism.

3) Whether there is a likelihood of improvement within a reasonable period of time based on credible medical evidence;

4) The particular attendance requirements of the employee's job;

5) The pattern of use, and whether the absences are clearly for bona fide sick leave purposes.

C. Sequencing of Leaves

The use of vacation leave, saved holiday time, compensatory time, and leave without pay is subject to approval by management according to the requirements of Articles 8, 7, 14, and 10, respectively. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

1. Leave for illness or injury, that does not qualify for FMLA/OFLA will be taken in the following order:

- a. Sick leave until it is exhausted;
- b. Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option, until they are exhausted;
- c. Leave without pay.

2. Leave that qualifies under FMLA/OFLA will be taken in the following order:

- a. Paid leave until it is exhausted; employees will determine what order paid leave is used;
- b. Leave without pay.

3. Leave for other purposes will be taken in the following order:

- a. Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option (to the extent allowed by vacation sign-up provisions) until they are exhausted;
- b. Leave without pay.

D. Limitations on the Use of Leave Without Pay in Lieu of Sick Leave

Use of leave without pay in lieu of sick leave for non-FMLA and non-OFLA qualifying conditions is subject to the approval of management and further subject to the following provisions:

1. Continuous Leave

In the event of a continuous leave of absence without pay in excess of any legal requirement of the FMLA or OFLA, the County may require from the employee's physician, and/or arrange for the employee to see a physician selected by the County to examine the employee and provide a statement of the disability, current condition, and the anticipated length of current absence. If the County requires the employee to see a physician it has selected, it will pay the costs. If deemed necessary by the County, such an examination shall be repeated every thirty (30) days. If management determines that continued leave would not be in the best interest of the County, then any resulting termination would be subject to review under the just cause standard as to the reasonableness of this determination. Following six (6) months of leave without pay, to include time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall be deemed permissive on the part of the County and if the

employee's leave is not extended, and the employee does not return to work, the employee will be deemed to have resigned.

2. Intermittent Leave

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

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

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

c. Proceed with the disciplinary process.

III. Fitness for Duty

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

IV. Disability Insurance and Catastrophic Leave

A. Disability Insurance

1. Short term disability

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

2. Long term disability

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

5 b. The County will pay for COBRA medical and dental
6 insurance coverage for a period of up to six (6) months beyond the month in which
7 benefits would normally terminate for an employee with an approved long term
8 disability claim. However, employees who "opt out" of benefits coverage under the
9 provisions of Article 11, "Section I. G." of this Agreement will not be eligible for
10 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 or compensatory time to ill
16 or injured employees who have exhausted all paid leave. This program may be
17 terminated only subject to the terms and conditions of County Personnel Rule 2-55.

18 **V. Reinstatement of Sick Leave Accrual**

19 1. Any employee who separates from County employment for any reason
20 other than layoff or PERS retirement, who is subsequently re-employed as a regular
21 status employee within one hundred eighty (180) days, is entitled to credit for all sick
22 leave accrued up to the last day of prior employment. Sick leave shall not accrue during
23 the period between separation from employment and reemployment.

24 2. Employees who were laid off from County employment will have their
25 sick leave balance restored when they are recalled from layoff.

ARTICLE 10
OTHER LEAVES

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 exempt 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 exempt 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 their position. However, if an employee provides evidence that they were 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 they are required to report for jury duty. If employees do not waive the jury duty fees, they must submit them to the County. (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. If requested, an employee shall 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 their 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. Time spent serving as a witness in State or Federal Court at the request of the County will be treated as time worked for pay purposes. If the employee receives any witness fees, they will submit them to Payroll upon receipt.

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

a. The time services occurs during regularly scheduled working hours; and

b. The employee is subpoenaed to testify; and

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

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

C. Merit System Council Hearings

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

1 **III. Military Leave**

2 The County acknowledges its obligation under state and federal law to grant
3 paid and unpaid leave for military training and service. Information about legally
4 mandated military leave will be made available to employees upon request from the
5 Human Resource Division.

6 **IV. Bereavement Leave**

7 **A.** An employee shall be granted not more than three (3) days' leave of
8 absence with full pay in event of death in the immediate family or immediate household
9 of the employee to make household adjustments or to attend funeral services. If such
10 funeral is beyond three hundred fifty (350) miles, the employee may be granted up to
11 three (3) additional days with pay at the discretion of their supervisor for travel and
12 personal considerations. With sufficient advance notice, bereavement leave days may
13 be taken non-consecutively provided they are taken within thirteen (13) months from
14 the date of first use. For purposes of Bereavement Leave, an employee's immediate
15 family shall be defined as their spouse or domestic partner, parents, step-parents,
16 children, step-children, siblings, step-siblings, grandchildren, grandparents, brothers-
17 in-law, sisters-in-law, and the parents, step-parents, siblings and step-siblings and
18 grandparents of their spouse or domestic partner. Immediate household shall be
19 defined as any person residing at the employee's residence on a regular basis.

20 **B.** For any individual related by blood or affinity whose close association
21 with the employee is equivalent of a family relationship, such leave of absence shall
22 be granted by the employee's supervisor. In the event that the supervisor denies such
23 a request for bereavement leave, the employee may request review of the decision by
24 the Department Director or their designee(s). This paragraph shall be effective through
25 June 30, 2020 and may be extended during the term of the contract by mutual written
26 agreement by both parties. Employees may request additional bereavement leave in
27 accordance with "Section I" of this article.

28 **V. Personnel Examinations/Interviews**

29 Employees shall be given paid time off for participating in County examinations
30 and interviews for promotion, demotion, or transfer which occur during their regularly

1 scheduled shift. However, paid time off will be restricted to examinations and interviews
2 for five (5) positions per fiscal year.

3 **VI. Immigration and Citizenship Leave**

4 **A.** An employee may use up to forty (40) hours of accrued paid sick leave
5 per fiscal year to address immigration or citizenship matters for themselves or
6 members of their family as defined by Article 9.I.A.1. This includes, but is not limited
7 to, attending meetings with immigration or criminal defense attorneys, state or federal
8 criminal court proceedings, deportations hearings, or other events bearing on the
9 subject individual's legal resident, immigration or citizenship status.

10 **B.** An employee who has used forty (40) hours of sick leave under Section
11 A and has exhausted all other vacation, Compensatory Time, and Saved Holiday, but
12 who needs additional leave for the purposes described in Section A to address
13 immigration and citizenship matters, shall be granted unpaid leave of absence under
14 Article 10.I. above, to the extent allowed by law.

15 **C.** The County may request written documentation corroborating the dates
16 of requested Immigration and Citizenship Leave.

17 **D.** This subsection VI. shall be effective through June 30, 2020, and may be
18 extended during the term of the contract by mutual written agreement of the parties.

19 **VII. Inclement Weather and Natural Disasters Policy**

20 **A. Inclement Weather and Natural Disasters**

21 All employees are expected to make every effort to attend work and serve
22 the public during inclement weather, nature disaster or community emergency unless
23 released from reporting by their supervisor or other authorized management
24 representative. An employee who does not report to work or who reports late shall
25 code the absence as leave without pay or may charge it to compensatory time off,
26 personal or saved holiday or vacation leave.

27 **B. Essential Employee Recognition**

28 **1.** Employees shall receive two (2) saved holidays on October 16 of
29 each year. An employee who is appointed after October 16, but before February 16 of
30 the same year, shall receive one (1) saved holiday effective to the date of their
31 appointment. An employee who separates from service after October, 16 but before

1 January 1 of the same fiscal year, will have one (1) saved holiday deducted from their
2 accrued leave. If the employee has used both saved holidays, they will have one (1)
3 vacation day deducted from their accrued leave.

4 **2.** For full-time employees, the amount of saved holiday hours shall
5 be provided as stated in Article 7.I.B. For part-time employees, the hours shall be
6 provided at the amount of their FTE times eight (8) hours.

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Definitions and Contributions toward Insurance Premiums

1. Definitions

a. Full-Time Employee Definition

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 Employee Definition

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

1) Three-Quarter Time Employee Definition

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.

2) Half-Time Employee Definition

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 Plans and Insurance Contributions – Effective January 1, 2021

a. Full-Time Employees

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 as follows:

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
MODA PPO 400 Plan	93.25%	6.75%
Revised Kaiser HMO Medical Plan	95%	5%

b. Three-Quarter Time Employees

Each eligible Three-Quarter Time eligible active, enrolled employee's monthly contribution for 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:

Three-Quarter Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda PPO 400*Plan	75%	25%
Moda Major Medical Plan	100%	0%
Revised Kaiser HMO Medical Plan	75%	25%
Kaiser Maintenance Medical Plan	90%	10%

c. Half-Time Employees

Each eligible Half-Time eligible active, enrolled employee's monthly contribution for medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium as follows:

Half-Time Employees		
Medical Plan	County Contribution	Employee Contribution
Moda PPO 400 Plan	50%	50%
Moda Major Medical Plan – Revised	100%	0%
Kaiser HMO Medical Plan – Revised	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

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.

3. Dental Insurance Contributions – Effective January 1, 2021

a. 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 as follows:

Full-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental Plan – Revised	93%	7%
Willamette Dental Plan	93%	7%
Kaiser Dental Plan – Revised	93%	7%

b. Each eligible Three-Quarter Time active, enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium as follows:

Three-Quarter Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental Plan – Revised	75%	25%
Willamette Dental Plan	75%	25%
Kaiser Dental Plan – Revised*	75%	25%

c. Each eligible Half-Time active, enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the total monthly premium as follows:

Half-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental Plan – Revised	50%	50%
Willamette Dental Plan	50%	50%
Kaiser Dental Plan – Revised	50%	50%

B. Health Care Plan Changes During the Term of Agreement

1. Employee Benefit Advisory Team (EBAT)

a. The Union and the County have shared interest in addressing increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and cost management, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate, to review and consider health plans, design changes and cost sharing features.

b. The Union will be entitled to one (1) representative bargaining unit member on the EBAT, and all AFSCME Council Representatives for Local 88 will also be allowed to participate.

2. Notice of plan changes

1 The County agrees to notify the Union any time there is a proposed
2 change in plan design or optional changes proposed by the carriers that would impact
3 plan design cost or plan designs, and to meet with the Union upon request. Objections
4 to plan or plan design changes mandated by a carrier that cannot be resolved by
5 meeting shall be subject to impact bargaining. Mandated coverage changes due to
6 Federal or State laws, rules, or regulations shall be presented to the Union but will be
7 implemented by the County as required by law.

8 **3. PPACA Excise Tax Reopener**

9 On or after May 1, 2020, either party may exercise a limited reopener
10 of Article 11 – Health & Welfare and Article 16 V.B. effective as of January 1, 2022. If
11 these negotiations result in increased out of pocket cost to bargaining unit members,
12 the union shall have the right to negotiate over increasing compensation. This reopener
13 will be for the exclusive purpose of addressing the impacts and effects of the PPACA
14 Excise Tax or revisions thereto, and may include, but is not limited to, plan and plan
15 design changes. The parties agree that this reopener will be subject to the same rules
16 and bargaining process that pertains to full contract successor negotiations and Article
17 6 (No Strike-No Lockout) will be suspended as to any dispute arising therefrom.

18 **C. Premium Calculations**

19 For Kaiser Plans, the premium charges shall be the amount charged by
20 Kaiser to the County. For the MODA plan, the premium charges shall be calculated,
21 using sound actuarial principles, and include projected claim costs based on plan
22 experience as required by state regulations, IBNR expenses, federal or Oregon Pool
23 assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit
24 plan administration costs, and an appropriate trend factor selected to limit County
25 contributions and employee cost shares while providing adequate funding for plan
26 operations.

27 **D. Employee Contribution**

28 Employee contributions will be made through payroll deductions.
29 Enrollment in a County sponsored medical benefit plan and associated employee
30 contribution is mandatory for employees who do not “Opt Out” of medical benefit plan
31 coverage.

E. Opt-Out of Medical Plan Benefits

1. Employees may elect to Opt Out of coverage in the County's medical benefit plan by making that election in their Benefit Enrollment process. Employees making such election must provide an annual affidavit or other qualifying proof of other employer sponsored group medical benefit plan coverage, covering all tax dependents, not including Medicare, in order to make the Opt Out election. Employees will not be eligible to change their election until the County's official annual open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change.

2. Full-Time Employees Who Opt Out

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

3. Three-Quarter Time Employee who Opt Out

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

4. Half-Time Employees who Opt Out

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

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

F. Successor Plans and Carriers

1. In the event that any of the current insurance plans become unavailable, the County agrees to provide to affected employees a substitute plan for the same service delivery type, if available, at substantially the same or better benefit

1 levels. If a plan or carrier is discontinued and no substitute plan is available of the same
2 service delivery type, the employee will be offered the option to enroll in an alternative
3 service delivery plan.

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

7 **G. Premium Reimbursement for Part-Time employees**

8 **1. Reimbursement Eligibility**

9 Three-Quarter Time and Half-Time employees may be eligible for
10 premium reimbursement if they work the minimum required number of hours for each
11 of six (6) consecutive pay periods. The six (6) pay periods used for calculation are
12 considered a single qualifying block of time. The six (6) consecutive pay period block
13 shall only be applied to one reimbursement request. Changes to a submitted
14 reimbursement request will be considered only if a submitted payroll period is
15 determined to be ineligible.

16 **2. Hours Required for Reimbursement**

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

20 **b.** "Work" for purposes of this section is defined as regular
21 hours worked, and any paid time such as holiday, vacation or sick time. Overtime hours
22 are not considered time worked for purposes of reimbursement calculations.

23 **c.** Hours required for three-quarter time reimbursements and
24 full-time reimbursements per pay period will be calculated according to the chart below.

Per Pay Period		
Total Regular Hours	Minimum Qualifying Hours	
Full-Time	Full-Time Reimbursements	Three-Quarter Time Reimbursements
72	57.5	54
80	64	60
88	70.5	66
96	76.75	72

3. Reimbursement Options

a. Full-Time Reimbursement

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 six (6) consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

b. Three-Quarter Time Reimbursement

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 six (6) consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

c. Example

A Half-Time employee works six (6) consecutive pay periods, three (3) pay periods at three-quarter time and three (3) pay periods at full-time (see chart). The employee would be eligible to apply for a three-quarter reimbursement using these six (6) consecutive pay periods. The employee would not be eligible to apply for a full-time reimbursement using these six (6) consecutive pay periods.

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

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

3 **f.** Employees who elect to “Opt-out” and/or decline dental
4 plan enrollment will not be eligible for premium reimbursement.

5 **g.** Reimbursement payments will be made only upon written
6 request submitted by the employee to the Employee Benefits Office within ninety (90)
7 days of the last payroll period of eligible full-time or three-quarter time work.

8 **H. Retirees**

9 Provisions governing retiree participation in County medical and dental
10 plans are in Article 16, “Section V”.

11 **I. Default Enrollment**

12 **1.** New Full-Time employees who fail to submit timely application to
13 Opt Out or enroll into the medical and dental benefit plans described in Section A.2.a
14 will be enrolled by default in the County’s Moda PPO 400 plan and Delta Dental plan,
15 with employee only coverage. Eligible dependents of such employees may be enrolled
16 in the default plans if the employee submits application requesting dependent
17 enrollment within fifteen (15) days of receiving notice of their default enrollment.

18 **2.** New Three-Quarter Time and Half-Time employees who fail to
19 submit a timely application to Opt Out or enroll into the medical and dental benefit plans
20 described in Section A.2.b will be enrolled by default in the County’s Major Medical
21 plan, with employee only coverage. Eligible dependents of such employees may be
22 enrolled in the default plan if the employee submits application requesting dependent
23 enrollment within fifteen (15) days of receiving notice of their default enrollment.

24 **J. Eligible Dependents**

25 **1. Spouses and domestic partners**

26 **a. Definitions**

27 **1)** A “spouse” is a person to whom the employee is
28 married under Oregon law.

29 **2)** A “domestic partner” is a person with whom the
30 employee:

31 **a)** Jointly shares the same permanent

1 residence for at least six (6) months immediately preceding the date of signing an
2 Affidavit of Marriage or Domestic Partnership; and intends to continue to do so
3 indefinitely, or if registered with the Multnomah County partnership registry or State of
4 Oregon Domestic Partner registry, the six (6) month waiting period is waived; and

5 **b)** Has a close personal relationship.

6 **c)** In addition, the employee and the other
7 person must share the following characteristics:

8 **i.** Are not legally married to anyone;

9 **ii.** Are each eighteen (18) years of age or
10 older;

11 **iii.** Are not related to each other by blood
12 in a degree of kinship closer than would bar marriage in the State of Oregon;

13 **iv.** Were mentally competent to contract
14 when the domestic partnership began;

15 **v.** Are each other's sole domestic
16 partner;

17 **vi.** Are jointly responsible for each other's
18 common welfare including "basic living expenses" as defined in the Affidavit of
19 Marriage or Domestic Partnership.

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

21 Employee may enroll spouse or domestic partner in County
22 medical and dental plans upon completion of the County's Affidavit of Marriage or
23 Domestic Partnership and completing the applicable enrollment process. Enrollment
24 times and other procedures for administration of the medical and dental benefit plans
25 shall be applied to employees with domestic partners in the same manner as to married
26 employees to the extent allowed by the law. Spouse or domestic partner must be
27 enrolled in the same plan as the employee.

28 **2. Children**

29 **a. Definition**

30 "Eligible children" includes:

31 **1)** any biological or adoptive child of the employee or

employee's spouse/domestic partner who is under the age of twenty-six(26); or

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

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

4) the newborn child (grandchild of employee) of an enrolled, unmarried, eligible child of the employee or employee's spouse/domestic partner who is under age twenty-three (23) at the time of the grandchild's birth and when the parent child is also enrolled as a dependent under the employee's County sponsored coverage. Grandchild's eligibility for coverage ends upon the birth parent's twenty-third (23rd) birthday or marriage date, whichever occurs first, unless the County employee has legal custody of the grandchild.

5) an eligible dependent enrolled under employee's County sponsored health plan, who becomes permanently disabled prior to their twenty-sixth (26th) birth date, may be eligible for continued health plan coverage after reaching the usual maximum dependent age of twenty-six (26). Employees with a dependent child in this situation should contact the County Employee Benefits Office three (3) months prior to child's twenty-sixth (26th) birth date to initiate eligibility review process.

b. Enrollment of Dependent Children

Employees may enroll eligible children in County medical and dental benefit plans upon completion of the County's applicable enrollment process. Children must be enrolled in the same plans as the employee. Children must be enrolled in the same plans as the employee.

c. Taxability of Dependent Health Plan Coverage

Health plan coverage provided to domestic partners, children of domestic partners, and/or other dependents who do not meet IRS Child, Qualified Child or IRS Qualified Relative requirements is subject to imputed income tax

on the value of the coverage in accordance with IRS regulations.

3. Termination of Dependent Health Plan Coverage

Employees are responsible for timely reporting of any change in the eligibility status of enrolled dependent family members to the County Employee Benefits Office.

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

b. Employees whose marriage or domestic partnership ends must submit a statement of Termination of Marriage/Domestic Partnership and a benefit change to the Employee Benefits Office.

c. Employees must remove from coverage a child who has become ineligible by submitting a benefit change.

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

e. Termination of dependent health plan coverage ends on the last 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 Affidavit or Multnomah County registry	End of month partner moved out of shared residence
Child reaches maximum dependent age	End of month that maximum age birth date occurs

K. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

Employees who enroll on the first of the month will be covered that day provided that the employee has completed all required submissions to the Employee Benefits Office. Employees who enroll after the first (1st) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1st) day of the month following date completed enrollment is received by Employee Benefits Office. Employees who do not enroll 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 (1st) day of the month following thirty-one (31) days of employment.

2. Benefits coverage for terminating employees

a. Retirees

1) County-subsidized coverage

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

2) 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

1) County-sponsored coverage

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

Last Day in Paid Status	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

Example: Employee A's last working day in paid status day is July 15. Employee A's

County sponsored health plan coverage will end July 31. Employee B's last working day in paid status day 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.

2) Continuation of coverage through COBRA

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

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

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

b. FMLA/OFLA Leaves

1) The County will contribute toward medical and dental benefit plan coverage during unpaid approved FMLA/OFLA leave as required by law. Unpaid cost shares will be recovered from employee when employee returns to paid status.

2) If the employee remains on unpaid leave for more than thirty (30) days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.1)" below, except that the last day of FMLA/OFLA leave will be deemed the employee's last day in pay status.

c. Non-FMLA/OFLA unpaid leaves

1) Lapsing of County-subsidized coverage

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

31st Day of Unpaid Non-FMLA/OFLA Leave	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

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

2) Continuation of Coverage through COBRA

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

3) Benefits Coverage upon return from a leave

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

b) Employees returning from unpaid non-FMLA/OFLA leave in a new plan year may enroll in different plans within thirty-one (31) days of their return. Such employees must enroll upon their return to work. Employees who enroll on the first (1st) of the month will be covered that day provided the employee has completed all required submissions for the Employee Benefits Office. Otherwise, coverage will be in effect the first (1st) day of the month following enrollment and completion of all required submissions by the County Employee Benefits Office.

II. Other Benefits

A. Flexible Spending Accounts

1. Medical expenses

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

2. Dependent care expenses

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

3. Transportation Expenses

To the extent permitted by law, Transportation Assistance Plan (TRP) accounts, which allow employees to pay for Transit and parking with pre-tax wages, will be available according to the terms of the Multnomah County Transportation Expense Plan, as may be modified from time to time.

B. Life Insurance

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty thousand dollars (\$30,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

C. Emergency Treatment

Employees will be provided with emergency treatment for on-the-job injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

D. Disability Insurance

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

III. Retiree Life Insurance

- 1 Retirees of Multnomah County who have at least ten (10) years of County
- 2 service will be provide two thousand dollars (\$2000) term life insurance coverage
- 3 during the period of time they receive pension benefits.

ARTICLE 12
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

I. Coverage

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

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 their continued period of employment with reference to accrual of seniority unless the employee's attending physician or the State Workers' Compensation Department Division certifies to the County in writing that the employee will be permanently disabled to such an extent that they will be unable to return to the County and fully perform the duties of the position they occupied at the time of injury.

B. If an employee is transferred to another classification because of a compensable injury, their seniority shall be governed in accordance with Article 21, Seniority and Layoffs. 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 their attending physician to return to the job at injury, they will be reinstated to that position if eligible under the provisions of ORS 659A.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. Trial Service Employees

In accordance with the terms of Article 2, "Section V," if an employee sustains an injury during their trial service period, it may be extended by written agreement of the Union, the employee, and the County.

1 **IV. Supplemental Benefits**

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

8 **A.** Supplemental benefits shall only be payable for those days an employee
9 is receiving time loss benefits under Workers' Compensation Law. Supplemental
10 benefits shall be paid for no more than three hundred and twenty (320) hours of the
11 employee's regular working hours or for a period equal to the amount of accrued sick
12 leave hours at the time of injury, whichever is greater. Such payments shall not be
13 chargeable to accrued sick leave.

14 **B.** To the extent not compensated by Workers' Compensation benefits, the
15 first (1st) day of occupational disability shall be compensated as time worked.

16 **C.** To the extent not compensated by Workers' Compensation benefits, the
17 day following the first (1st) day of occupational disability and the next succeeding day
18 shall be compensated as time worked if such days would have been work days.

19 **V. Denied Claims**

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

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

27 **C.** If an employee's Workers' Compensation claim is under appeal, and they
28 are no longer entitled to medical/dental coverage under Article 11, Health and Welfare,
29 they will be entitled to continued coverage under federal COBRA law. The duration of
30 such coverage will be for six (6) months or the legally mandated period, whichever is

greater, provided that the employee continues to be eligible and pays the premiums as required.

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

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

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

VI. Benefits

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

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

VII. Borrowing of Sick Leave

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

ARTICLE 13

WORK SCHEDULES

I. Posting of Work Schedules

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:

A. Such notice is voluntarily waived in writing by the employee(s); or

B. For the duration of an emergency.

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 their supervisor or manager not to report to work, will be paid at their regular rate for the hours they were 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.

b. Employees working four (4) ten (10) hour days a week will be scheduled to work four (4) consecutive days with three (3) consecutive days off.

2. Employees working less than 40 hours per week

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

B. Changing Scheduled Days of Work and Days Off

1. Voluntary changes

Changes of work days and days off will be considered voluntary if they occur at the employee's request or as a result of shift bidding. During the fourteen

(14) day period following the transition from one schedule of work days and days off to another, the provisions of "Section III.A" above will not apply, and, for example, the employee may have split days off. During the transition period, employees whose schedule change would result in the employee working less than their scheduled FTE during the pay period, may volunteer to work additional hours. Management will attempt to provide additional hours provided such additional hours, would not result in overtime pay.

2. Shift Trading

Shift trading is defined as trading time, hour for hour, and shall be allowed provided that:

- a. Exchanges do not conflict with the department's operational needs;
- b. Exchanges do not require involuntary scheduling changes on the part of other employees;
- c. Exchanges do not make the County liable for overtime pay under the FLSA.
- d. Exchanges do not make the County liable for additional shift differential pay under Article 14 (Compensation).

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

3. Involuntary changes

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

- a. Employees who are scheduled to work more than five (5) days in a row without a day off will be paid at the time-and-a-half (1 ½) rate for all hours worked on the sixth (6th) and subsequent days until their next scheduled day off. Days worked immediately prior to the transition period will be included in the five (5) day requirement of this subsection.
- b. No employee normally scheduled to work forty (40) hours

per week shall be paid for less than eighty (80) hours in a semimonthly pay period as a result of the application of the provisions of this subsection, except that in the second (2nd) pay period in February this minimum shall be seventy (70) hours.

IV. Scheduling the Work Day

A. Normal Work Day

1. Employees working forty hours a week

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

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

2. Employees working less than forty hours a week

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

B. Breaks

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

1. During the normal work day

a. Employees working six or more hours a day

Employees scheduled to work six (6) or more hours a day are entitled to a fifteen (15) minute break during the first (1st) half of the work day, and another during the second (2nd) half, provided that the break in the second (2nd) half of the work day is required only if the employee is scheduled to work more than two (2) hours after the previous break or meal period. Breaks for employees scheduled to work eight (8) or ten (10) hours in a day will be scheduled at the middle of each half of the work day whenever practicable.

b. Employees working fewer than six hours a day

Employees scheduled to work fewer than six (6) hours a day are entitled to one (1) fifteen (15) minute break to be scheduled by management.

2. While working overtime

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

3. While on a continuous duty schedule

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

C. Meal Periods

1. Entitlement to a meal period

The work schedules of employees working six (6) or more hours in a work day will include a meal period. An employee who has worked eight (8) or more hours in a work day and who works two (2) hours beyond their regular quitting time is entitled to a second (2nd) meal period.

2. Unpaid meal periods

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

a. Length of the meal period

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

b. Scheduling

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

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

1 **3. Paid meal periods: continuous duty schedules**

2 Management may assign employees performing duties which do
3 not lend themselves to duty free breaks and meal periods to a continuous duty
4 schedule. Any such assignment shall be in writing with a copy provided to the Union
5 and the Labor Relations Manager. Meal periods for such employees will be on paid
6 time. The scheduling of meal periods and breaks for affected employees will be based
7 solely on management judgment of the need for supervision of clients or involvement
8 in other continuous duty, or may be on an "as time is available" basis. Continuous duty
9 employees may not be relieved of duty during their work day, and may have to take
10 their meals and their breaks while supervising clients or attending to other duties. Any
11 meal periods or breaks may be interrupted or missed without additional compensation.

12 **V. Flexible Work Schedules**

13 **A. Exceptions to the Requirements of this Article**

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

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

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

25 **VI. Uniform Time Charging Provisions**

26 **A. Rounding Rule**

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

- 30 1. 0 - 7 minutes rounds to 0 hours
31 2. 8 - 15 minutes rounds to 1/4 hour

1 **B. Applications**

2 **1. Lateness**

3 Employees who are less than 8 minutes late are not required to
4 make up the missed minutes and shall be paid for a full shift without charge to a leave
5 account. Employees who are more than eight (8) minutes late may be charged paid
6 leave for time late or may be allowed to flex time at the manager's discretion. Being
7 late to work continues to be subject to discipline up to and including dismissal.

8 **2. Working over**

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

13 **3. Leaves**

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

16 **4. Work day**

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

ARTICLE 14
COMPENSATION

I. Wage Adjustments

A. July 1, 2018

Effective July 1, 2018, the rates and ranges of employees covered by this Agreement shall be increased by three and six tenths percent (3.6%). As such, the current pay rates and ranges (see the wage schedule attached to this Agreement as Addendum A, Table I) will remain in effect for this period. 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 (Step Placement and Seniority Dates).

B. July 1, 2019

Effective July 1, 2019, the rates and range of employees covered by this Agreement shall be increased by three and nine tenths percent (3.9%). As such, the current pay rates and ranges (see the wage schedule attached to this Agreement as Addendum A, Table II) will remain in effect for this period. 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 (Step Placement and Seniority Dates).

C. July 1, 2020

Effective July 1, 2020, the rates and range of employees covered by this Agreement shall be increased by two and nine tenths percent (2.9%). As such, the current pay rates and ranges (see the wage schedule attached to this Agreement as Addendum A, Table II) will remain in effect for this period in accordance with Article 15 (Classifications and Pay Ranges), Section II (Step Placement and Seniority Dates). All other Articles and terms of the Agreement shall continue without interruption for the term thereof. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

1 **II. Pay Periods**

2 Employees shall be paid on a twice a month basis. The pay periods shall be
3 the 1st through the fifteenth (15th) of each month and the sixteenth (16th) through the
4 end of each month. Employees will be paid on the fifteenth (15th) of each month for
5 hours worked during the second (2nd) pay period of the preceding month, and on the
6 last business day of each month for hours worked during the first (1st) pay period of
7 that month; provided, however, that if either date falls on a Saturday, Sunday, or
8 Holiday, the pay date will be the preceding business day.

9 **III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled**
10 **Hours**

11 **A. Reporting After Hours/Scheduled Day Off**

12 Any employee who returns to work at the direction of management outside
13 their regularly scheduled working hours or on a scheduled day off for work that is not
14 scheduled in advance, shall be paid for a minimum of four (4) hours at the straight time
15 or, time-and-a-half, or double time rate according to the provisions of "Section IV" below;
16 provided that an employee who stays at work at the end of their scheduled work day or
17 who begins their scheduled work day early shall not be eligible for this minimum. It is
18 the understanding of the parties that the four (4) hour period for a call-In commences
19 with the acceptance of the call-in assignment and ends four (4) hours later. Employees
20 returning to work at the direction of management for work that has been scheduled in
21 advance shall be paid on an hour for hour basis and in accordance with the overtime
22 provisions of "Section IV" below.

23 **IV. Overtime**

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

25 Employees will be compensated at the rate of one and one-half (1-1/2)
26 times their normal hourly rate of pay for additional time worked as follows:

- 27 1. In excess of eight (8) hours in any work day for a five (5) day, forty
28 (40) hour a week employee; or
29 2. In excess of ten (10) hours in any work day for a four (4) day, forty
30 (40) hour a week employee; or
31 3. In excess of forty (40) hours in any FLSA work week.

B. Double Time

All work performed on a Full-Time employee's scheduled second (2nd) or third (3rd) day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first (1st) scheduled day of rest will be paid at the rate of one-and-one-half (1 ½) times their normal rate. The first (1st) day of rest shall be the employee's first (1st) day off following their final continuous day of rest. For example:

1. If an employee has three (3) continuous days of rest from Friday through Sunday, then Saturday and Sunday will be their second (2nd) and third (3rd) days of rest.

2. If an employee has three (3) non-continuous days of rest on Wednesday, Sunday and Monday, then Sunday and Monday will be their second (2nd) and third (3rd) days of rest.

C. Overtime Administration

1. Computation of overtime - holidays and leaves

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

2. Equal distribution of overtime work

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

3. No discrimination

There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where the public health, safety and welfare may be jeopardized.

4. Discipline for unauthorized overtime

Employees working unauthorized overtime may be subject to discipline.

5. No suspending work to avoid overtime

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

1 **6. Compensatory time**

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

6 **a.** The maximum allowable accumulation of compensatory
7 time off shall be eighty (80) hours.

8 **b.** Accrued compensatory time off may be used at the
9 discretion of the employee with the supervisor's consent.

10 **c.** In the event the employee terminates for any reason,
11 accrued compensatory time shall be paid off in cash to the employee or their heirs.

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

14 **V. Shift Differential**

15 **A. Payment of Shift Premiums**

16 **1. Hours and amounts**

17 The County and the Union recognize that a workweek may contain
18 three (3) different shifts: day, swing, and graveyard. The County agrees to pay the
19 following shift premium pay in addition to the established wage rate to employees who
20 are scheduled to work eight (8) or more hours in a workday:

21 **a. Swing shift premium**

22 An hourly premium of one dollar and twenty-five cents
23 (\$1.25) to employees for all hours worked on shifts beginning between the hours of
24 twelve (12:00) noon and six fifty-nine (6:59) p.m.; or

25 **b. Graveyard shift premium**

26 An hourly premium of one dollar and fifty cents (\$1.50) to
27 employees for all hours worked on shifts beginning between the hours of seven (7:00)
28 p.m. and five fifty-nine (5:59) a.m., provided that the employee was not called in early
29 to a shift normally scheduled to begin after six (6:00) a.m.; or

30 **c. Relief shift premium**

An hourly premium of one dollar and fifty cents (\$1.50) to employees for all hours worked in the workweek while assigned to a relief shift.

2. Definition of relief shift

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

3. Application to Hours Outside of Regularly Scheduled Shift

a. An employee who works overtime on a day they were regularly scheduled to work shall receive the applicable shift differential for all hours that fall outside their shift in the window for Swing or Graveyard differential.

b. An employee who works overtime on a day they are not scheduled to work shall receive any applicable shift differential in accordance with Section V.A.1. above.

B. Inclusion of Shift Differentials in Wages

1. Inclusion in overtime rate

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

2. Inclusion in sick and vacation pay

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

3. Shift pay disallowed for voluntary single shift change

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

VI. Auto Allowance and Compensation

Auto allowance and compensation shall be paid pursuant to Addendum C.

VII. Deferred Compensation Plan

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently

rendered by the eligible employee.

VIII. Overpayments and Payments in Violation of Contract

Any employee receiving unauthorized payments has the obligation to call such error to the attention of their supervisor.

A. Unauthorized Overpayments

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

B. Payments in Error

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for and the County shall only recover the overpayment for a period of one hundred eighty (180) days preceding the date of discovery of the error.

C. Repayment to the County

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

D. Repayment to the Employee

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

IX. Voluntary Standby Pay

Employees on a regular work schedule may volunteer to be placed on "standby" duty beyond their regularly scheduled workday or workweek and may be assigned an answering device for standby purposes to avail themselves of the opportunity to receive

additional pay. Any such employee on voluntary standby status may refuse to report if called.

X. Premium Pay and Computation

When computing the overtime rate or vacation or sick leave pay due an employee receiving premium pay, including shift differential as provided above, such premium pay must be included when the employee is regularly assigned to premium work.

XI. Waiver of State Overtime Requirements

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

XII. Bilingual Pay

A. A differential of four percent (4%) over base rate will be paid to employees who have been directed to translate to and from English to another language (including the use of sign language), as a condition of employment. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description. Direction to translate may be continuous by adoption of a language KSA for the position, in which case the premium shall be paid on all hours worked, or may be given on an ad hoc basis, in which case the premium shall be paid on hours worked conducting translation.

B. An employee who believes their work assignment requires routine translation service, but whose position does not specifically require translation from English to another language, may request that the Department of Human Resources Manager review the assignment and make a determination of eligibility. The Department determination shall be subject to review by the County's Chief Human Resources Officer or their designee.

C. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.

XIII. Intake Pay

A differential of three percent (3%) over base rate will be paid to employees

1 designated by management as intake workers. The differential will be paid once even
2 if an employee performs intake in more than one area. Management reserves the right
3 to designate intake workers, determine qualifications, and remove the designation with
4 ten (10) days notice.

5 **XIV. Training Pay**

6 A differential of three percent (3%) over base rate will be paid to employees
7 designated by management as trainers. The differential will be paid once even if an
8 employee trains in more than one area. Management reserves the right to designate
9 trainers, determine qualifications, and remove the designation with ten (10) days
10 notice.

ARTICLE 15
CLASSIFICATIONS AND PAY RANGES

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 Seniority 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.D.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 their designee.

3. The seniority date and step increase 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 seniority date for new employees and rehires will be adjusted to reflect any additional seniority credit, such as credit for temporary service in classification, which they receive under the provisions of Article 21.

B. Step Increases

An employee not at the maximum of their pay range shall receive an anniversary step increase upon the completion of one year of service at the current step. Time in service is measured in accordance with Article 21. (Note that Article 21, "Section II.B.1" provides, "Part-time work within the same or equivalent classification will count on a full-time basis.")

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 their base pay in the lower classification, unless such an increase puts him or her beyond the top of the higher range. A one step increase is defined as the percentage difference between the final two (2) steps of the lower range.

b. If the employee's base pay in the lower range plus one step increase is lower than the first (1st) step in the higher range, the employee will be paid at the first (1st) 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 step increase falls within the higher range, the employee will be paid at the step rate which represents at least a one step increase, but less than a two (2) step increase in base pay.

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

3. Step increase date upon promotion

The employee's step increase date for wage increases will be the date of appointment to the higher classification, unless the employee receives additional seniority credit, such as credit for temporary service in the higher classification, per the provisions of Article 21.

4. Failure to complete promotional trial service period:

a. When a regular employee is promoted and does not complete the trial service period for that classification, they shall be reinstated to the Juvenile Custody Service Specialist Classification.

b. The employee will be placed at the same step in the old range that they would have been on but for the promotion.

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

D. Reinstatement

1. Step placement upon reinstatement

a. If an employee is reinstated from a recall list, after voluntary demotion, or after a leave of absence, the employee will be placed at the same step they were on when they left the classification.

b. A former County employee who is not on a recall list may also be reinstated at the discretion of management and concurrence of the Central Human Resource Manager or designee provided that the reinstatement occurs within one (1) year of separation. If reinstated to the classification most recently held, the employee will be placed at the same step they were on when they left the classification.

2. Seniority dates upon reinstatement

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

III. Temporary Work in a Higher Classification

A. Work Out of Class

1. Definition

An employee works out of class when they are assigned in writing by a supervisor or designee to assume the major distinguishing duties of a position in a higher classification and/or to replace another employee in a higher classification, and to perform a majority of the principal duties of that classification.

2. Compensation for work out of class

An employee working out of class will be compensated according to the promotional policy above. (See "Section II.C." Note that if the employee's pay range and the higher range overlap, the policy provides for an increase of approximately one step; if the ranges do not overlap, the policy generally provides for an increase to the first (1st) step of the higher range.)

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

2 **a.** When an employee replaces another employee in a higher
3 classification during all hours worked in a FLSA work week or longer period of time,
4 the replacing employee will be paid the out of class rate for all hours in pay status on
5 days in which they were on leave for less than half a shift.

6 **b.** An employee using leave while working out of class will be
7 paid at their regular rate of pay for all hours in pay status on days in which they worked
8 half or less of their scheduled hours.

9 **B. Temporary Appointments**

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

14 **1. Appointment to a non-bargaining unit classification**

15 When the appointment is to a non-bargaining unit classification,
16 written verification of the temporary appointment will be placed in the employee's
17 personnel file, and the employee will be notified of the appointment in writing. The
18 following provisions will apply:

19 **a.** The employee's salary will be set according to the
20 Personnel Rules governing promotions to exempt positions;

21 **b.** The employee is not eligible to receive overtime pay, shift
22 differential, or other forms of pay not available to regular employees in the exempt
23 classification;

24 **c.** The employee's health and welfare benefits plan will not
25 change;

26 **d.** The employee's accrual and use of paid leave will be
27 governed by the rules applying to regular employees in the exempt classification;

28 **e.** The employee has the right to return to their bargaining unit
29 position at the end of the appointment without loss of seniority; and

- 1 **f.** The employee will pay Union dues or such alternatives as
- 2 are provided by Article 5, and will continue to be represented by the Union in
- 3 accordance with Article 3.

ARTICLE 16
PENSIONS

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 (1/2) 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 OPSRP 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 Contribution

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

B. Right to Participate

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

C. Choice of Plan

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

D. Retiree Responsibilities

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

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

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

4 **1. Payment at 58**

5 The County shall pay one-half (1/2) of the monthly medical
6 insurance premium on behalf of a retiree and their eligible dependents from the
7 retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the
8 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,
9 if the retiree had:

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

12 **b.** ten (10) years of continuous County service immediately
13 preceding retirement prior to age fifty-eight (58) years, or

14 **2. Payment at 55 or earlier**

15 The County shall pay one-half (1/2) of the monthly medical
16 insurance premium on behalf of a retiree and their eligible dependents from the
17 retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the
18 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier,
19 if the employee had:

20 **a.** Thirty (30) years of continuous service with employers who
21 are members of the Oregon Public Employee Retirement System and twenty (20) or
22 more years of continuous County service immediately preceding retirement; provided,
23 however that employees employed on or before July 1, 1992, who are eligible for PERS
24 regular retirement with thirty (30) years of PERS service and twenty (20) years of
25 County service shall be eligible for County payment of half the medical premium
26 without waiting until age fifty-five (55) or

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

29 **F. Eligibility for Medicare**

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

1 **G. Part-Time Prorating**

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

6 **H. Requirement to Continuously Participate**

7 In addition to the other requirements of this section, continued medical
8 plan participation or benefit of County contributions is conditioned on the retiree's
9 continuous participation in the member's medical insurance plan from the time of
10 retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e.,
11 50% or 100% as applicable) of the monthly premium. Failure to continuously participate
12 or make timely and sufficient payment of the applicable retiree portion of the monthly
13 premium shall terminate the retiree's rights under this section. The Central Human
14 Resources Division shall inform the retiree at the time they sign up for continued
15 medical insurance coverage of the identity and address of the County's collection agent
16 and shall thereafter inform the retiree of any change in collection agent at least forty-
17 five (45) days prior to the effective date of such change.

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

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

ARTICLE 17
DISCIPLINARY ACTION

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 exempt 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-trial service employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure unless otherwise noted in Article 18.

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

Any regular, non-trial service 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 the 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

1 be appealed to the department director. Such documents will not be placed in the
2 employee's personnel file.

3 **IV. Manner of Accomplishing Reprimands**

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

7 **V. No Abridgement of Rights**

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

ARTICLE 18
SETTLEMENT OF DISPUTES

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 their 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, and
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 their representative became aware, or should have become aware, of its occurrence. Whether or not the Grievant or the Union were 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.

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

3 **4.** For the purposes of this article, as in the rest of this Agreement,
4 "days" means "calendar days," unless otherwise specified.

5 **5.** Submissions at each step of the grievance procedure will be
6 considered timely if they are mailed or delivered by eleven fifty-nine (11:59) p.m. of the
7 last day. Failure on the part of the moving party to process grievances within the time
8 limits at any step in accordance with the provisions of this Article shall constitute a
9 waiver of the grievance. Timelines at any stage of the grievance procedure may be
10 extended by mutual agreement between the County and the Union.

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

13 **1.** The County and the Union mutually agree to filing at a higher step.

14 **2.** Disciplinary grievances will be filed with the manager or supervisor
15 who imposed the discipline. If they are the department director, the grievance will be
16 filed at Step 2.

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

18 **a.** Grievances regarding the calculation of seniority per Article
19 21, Seniority and Layoff, "Section VIII.B.1."

20 **b.** Grievances regarding reclassifications.

21 **c.** Grievances regarding changes in existing conditions per
22 Article 24, General Provisions, "Section IV.C."

23 **d.** Grievances regarding work rules per Article 25, General
24 Provisions, "Section III.D."

25 **III. The Steps of the Grievance Procedure**

26 **A. Step 1. The Immediate Supervisor**

27 **1.** Grievances submitted at Step 1 will be filed with the Grievant's
28 immediate supervisor. The Grievant's supervisor, or other manager or supervisor
29 appointed by the department, will respond in writing to the Grievant or their Union
30 representative within seven (7) days of receipt.

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

B. Step 2. The Department Director

Grievances submitted at Step 2 and grievances unresolved at Step 1 may be presented by the Grievant or their Union representative to the department director. Unresolved grievances must be submitted within fifteen (15) days after the response is due at Step 1. The department director will respond in writing to the Grievant or their Union representative within fifteen (15) days of receipt.

C. Step 3. Labor Relations

Grievances submitted at Step 3 and grievances unresolved at Step 2 may be presented by the Grievant or their Union representative to the Labor Relations Manager or their designee. Unresolved grievances must be submitted within fifteen (15) days after the response is due at Step 2. Labor Relations will respond in writing to the Grievant or their Union representative within fifteen (15) days of receipt.

D. Step 4. Arbitration

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

2. Within fifteen (15) days after submitting a grievance for arbitration, the Union shall request a list of the names of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Service. The Union and the County shall select an arbitrator from the list by mutual agreement. If they are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names, the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit

1 the Union and the County from agreeing upon a permanent arbitrator or permanent
2 list.

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

7 **4.** No less than five (5) days prior to the scheduled arbitration, the
8 Union and the County shall submit to the designated arbitrator a signed stipulation of
9 the issue before the arbitrator. In the event they are unable to stipulate the issue in
10 dispute, each party shall, not later than four (4) days prior to the scheduled arbitration,
11 submit to the arbitrator and the other party a signed statement of the issue that party
12 asserts is in dispute.

13 **5.** The arbitrator shall be requested to begin taking evidence and
14 testimony within twenty-five (25) days after submission of the request for arbitration;
15 and the arbitrator shall be requested to issue their decision within thirty (30) days after
16 the conclusion of testimony and argument. The Union and the County hereby vest the
17 arbitrator with authority to compel the attendance of witnesses on behalf of either party
18 by issuance of a subpoena, the cost of which shall be borne by the party requesting
19 the subpoena.

20 **6.** The arbitrator's decision shall be final and binding, but they shall
21 have no power to alter, modify, amend, add to, or detract from the terms of this
22 Agreement. The arbitrator's decision shall be within the scope and terms of the
23 Agreement and in writing. Any decision of the arbitrator may provide for retroactivity
24 not exceeding sixty (60) days prior to the date the grievance was first filed, and it shall
25 state the effective date of the award.

26 **7.** Expenses for the arbitrator shall be borne by the losing party.
27 Each party shall be responsible for compensating its own representatives and
28 witnesses. If either party desires a verbatim recording of the proceeding, it may cause
29 such record to be made, on the condition that it pays for the record and makes copies
30 available without charge to the other party and/or the arbitrator.

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

5 **IV. Representation of Employees**

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

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

10 **2.** Attorneys who do not represent the Union or the County may
11 appear at grievance meetings and hearings only at the mutual consent of the Union
12 and the County.

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

19 **B. Stewards**

20 **1. Definition and designation**

21 Employees selected by the Union as employee representatives
22 shall be known as "Stewards". The names of the stewards and the names of other
23 union representatives, who may represent employees, shall be certified in writing to
24 the County by the Union.

25 **2. Processing of grievances by stewards**

26 **a.** Upon notification to the Grievant's supervisor of the name
27 of the Grievant and the tentative cause of the grievance, or the name of the subject of
28 a disciplinary investigatory interview, the steward(s) responsible for the Grievant's work
29 area may investigate and process a grievance(s) at the work site during working hours
30 without loss of pay, or in the case of an investigatory interview, participate in such

1 interview without loss of pay. All efforts will be made to avoid disruptions and
2 interruptions of work.

3 **b.** Employees meeting with their steward to process a
4 grievance will also be permitted to do so without loss of pay during working hours.

5 **c.** A steward may not process a grievance in any other work
6 area than the one to which they are assigned by the Union unless mutually agreed by
7 the Department and the Union.

8 **3. Chief Steward**

9 A chief steward shall be assigned by the Union for Juvenile
10 Custody Services Specialists working in the Juvenile Services Division. When there is
11 no steward assigned to the Grievant's work area, the regular steward is unavailable,
12 or by mutual agreement between the Union and the Division, the assigned chief
13 steward may process a grievance in accordance with "Section IV.B" above. When a
14 chief steward is unavailable or by mutual agreement between the Union and the
15 Division, the Union may designate a Union officer to act as chief steward.

16 **V. Unfair Labor Practices**

17 If the County or the Union intends to file an unfair labor practice charge against
18 the other party, it shall give that party advance written notice of such intent and a
19 reasonable opportunity to meet to discuss the basis of such charge and possible
20 resolution prior to filing the charge, unless the delay needed for such a discussion
21 would cause prejudice to the claim; in the latter event, the notice and meeting is not
22 excused, but may occur after the filing of the charge.

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

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

The County agrees to meet with the Union to discuss the effect of proposed contracting out or sub-contracting, 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.

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 including,

1 but not limited to ORS 279B.030 to 279B.040. This exercise of discretion shall
2 specifically not be bound by the requirements of any Initiative Petition, or law
3 promulgated thereto, which becomes effective subsequent to the execution of this
4 Agreement.

5 **II. Intergovernmental Agreements**

6 The County agrees to notify the Local 88 Staff Representative and/or President
7 when an Intergovernmental agreement which would affect the transfer of employees
8 to or from the County is placed on the Board agenda. The County also agrees to
9 provide Union with a specific plan and its probable impact relative to Intergovernmental
10 Agreements involving employee transfer, when such Agreements are anticipated, at
11 least thirty (30) days prior to formal Board consideration of budget modifications or the
12 Board's adoption of the annual budget related to such a transfer.

13 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**
14 **Acquisition of Positions**

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

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

23 **IV. Volunteers**

24 The County shall have the right to use volunteers at any time for any purpose,
25 provided, however:

26 **A.** Volunteers shall not be utilized for safety and security purposes as that
27 term has been defined by the Employment Relations Board, i.e., keeping the youth in,
28 and under the control of, the Juvenile Services Division at the Donald E. Long Home;
29 however, all volunteers receive safety training and are required to conduct themselves
30 in a manner consistent with the secure nature of the facility.

- 1 **B.** The implementation of a volunteer program or use of a volunteer shall
- 2 not replace a Juvenile Custody Services Specialist.

ARTICLE 20
WORKLOADS AND STANDARDS,
TRAINING, AND PERFORMANCE EVALUATION

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.

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.

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.

1 **III. Performance Evaluation**

2 **A.** The County may implement and maintain performance evaluation
3 processes involving members of the bargaining unit.

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

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

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

ARTICLE 21
SENIORITY AND LAYOFFS

I. Definition of Seniority

Seniority will be determined as follows:

1. The total length of continuous service within the bargaining Unit; if a tie occurs, then
2. Total length of continuous service within the County; if a tie occurs, then
3. Test score on the Civil Service Examination, if available, if a tie occurs or if the test scores are not available, then
4. It shall be broken by lot in a manner to be determined by the Central Human Resources Division.

II. Computation of Seniority

A. Seniority at contract signing

Seniority from the signing date of this agreement shall be in accordance with Addendum "E", which by this reference is incorporated herein.

B. Seniority for time served subsequent to contract signing

Seniority for time served subsequent to the signing of this agreement shall be in accordance with the following rules:

1. Part-time work within the same or equivalent classification will count on a full-time basis.
2. Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.
3. Time on authorized leave taken with pay will count.
4. When an authorized leave without pay exceeds thirty (30) days, no time spent on that leave will count.
5. When a layoff exceeds thirty (30) days, no time spent on layoff will count.
6. Time spent in a trainee capacity, e.g., in state or federal trainee

1 programs, will not count.

2 **7.** Time spent working for another government in an equivalent
3 classification will count if the employee was transferred to Multnomah County pursuant
4 to ORS 236.610 through 236.650.

5 **8.** Seniority shall be forfeited by discharge for cause, voluntary
6 termination, or, after layoff, by removal from all recall lists pursuant to "Section IV" of
7 this article, transfer or promotion out of the bargaining unit.

8 **9.** Service is broken for purposes of this Article by discharge;
9 voluntary quit from employment with Multnomah County; employees who do not
10 complete an initial trial service period; or, expiration of the layoff list. Employees who
11 promote or transfer out of the bargaining unit and do not complete a promotional trial
12 service period will be returned to the position previously held without loss of seniority.
13 Employees who promote or transfer out of the bargaining unit and do complete a
14 promotional trial service period will be allowed to return to available vacancies in the
15 bargaining unit.

16 **III. Layoff**

17 **A. Layoff Definition**

18 A reduction in force in classification for reasons of lack of funds, lack of
19 work, efficiency or reorganization. Reductions in force are identified by classification
20 within the affected department.

21 **B. Layoff Rules**

22 The County will notify employees affected by layoff of their reassignment
23 or layoff, according to the provisions of this section.

24 **C. Reassignment of Employees During a Layoff**

25 **1.** Reassignment to a position, or if the employee does not have
26 enough seniority, then

27 **2.** Layoff

28 **D. Non-Regular Employees During a Layoff**

29 **1.** Temporary, non-regular trial service, and other employees who do
30 not have classified status and who are occupying budgeted positions will be terminated
31 before employees with classified status are affected by layoff. Employees without

status that are terminated will not be placed on recall lists and do not have bumping rights.

2. Trial Service employees laid off will be placed on reinstatement lists for one year from the date of their layoff. They may, at the County's discretion, be reinstated if there are no employees who are on a recall list. Trial service employees who are reinstated will be treated as if they have been on a leave of absence for purposes of computing seniority and length of trial service period.

E. Layoff Processing for Employees on a Leave of Absence Without Pay

1. Employee notification

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

2. Use of positions during the layoff process

If no response is received by the County within five (5) days of written notification, or if the employee declines to return from leave of absence, or if the employee is unable to return from leave of absence, the position from which the employee is on leave of absence will be treated as a vacant position during the layoff process and will be available to be filled by another employee who is affected by the layoff process, according to the provisions of this article.

3. Return from family medical leave without pay

After a layoff process affecting the employee's classification has occurred, employees who are on Family Medical Leave without pay immediately prior to returning to work will return to the position formerly held, and the employee occupying that position will be reassigned according to seniority pursuant to this article.

4. Return from other leave without pay

After a layoff process affecting the employee's classification has occurred, employees not on Family Medical Leave without pay immediately prior to returning to work will be reassigned according to seniority pursuant to this article.

5. Recalculation of seniority after leave of absence without pay

1 All employees on leave of absence without pay that exceeds thirty
2 (30) days will have their seniority recalculated upon their return from leave so that none
3 of the time on the leave of absence without pay counts toward seniority per "Section
4 II.B.4" of this article.

5 **IV. Bumping**

6 **A. Bumping Definition**

7 The replacement of an employee with less seniority by an employee with
8 more seniority.

9 **B. The Bumping Process**

10 1. Vacancies that are created and approved by the Board of County
11 Commissioners to be effective the day following the layoff date shall be treated as
12 vacancies available during a layoff process.

13 2. Reassignment of employees to vacant positions, if available, will
14 always take precedence over their bumping another employee; where multiple
15 vacancies are available, the County will reassign the employee to one.

16 3. If bumping is necessary, the least senior employee will be
17 bumped.

18 4. Shift assignment will not have an effect on the layoff process.

19 5. Employees who are reassigned to a position pursuant to these
20 provisions and do not accept that position will be deemed to have resigned.

21 6. Employees may not be reassigned to positions under this article
22 unless qualified to perform the duties of that position. Employees may be denied rights
23 otherwise available under these provisions only if they lack knowledge, skills or abilities
24 designated for the position that are not easily learned on the job within ninety (90) days.
25 Employees may be required to take and pass qualifying examinations in order to
26 establish their rights to specific positions. Employees who are qualified as bilingual in
27 a KSA-identified language, but who do not occupy a position with a designated bilingual
28 KSA, shall not be exempt from the layoff and bumping process by virtue of their
29 bilingual skills. However, those employees remain eligible to bump into both bilingual
30 and non-bilingual positions, as their seniority permits.

V. Notice and Recall List

A. Employees who are subject to reassignment or layoff pursuant to the provisions of this article shall receive a notice in writing at least fifteen (15) days prior to such action. The notice shall state the reason for the action and shall further state that the action does not reflect discredit on the employee. The Union will be provided a copy of the notice.

B. Employees who are laid off or reassigned between full-time and part-time status will be placed on the recall lists, according to seniority. Employees will be placed on all the recall lists that meet the criteria below. (For example, employees who are reassigned from full-time to part-time will be placed on the recall lists for full-time appointment)

1. Employees who are laid off will be placed on the recall list.

2. Employees who are reassigned from full-time to part-time will be placed on the list for recall to full-time assignment.

3. Employees who are reassigned from part-time to full-time will be placed on the list for recall to part-time assignment.

C. Employees will remain on a recall list for twenty-four (24) months from the date of placement on the list. Within that time period, employees will be removed from the recall list only under the following circumstances:

1. Upon written request of the employee; or

2. Upon their retirement; or

3. Upon acceptance of permanent recall from the list; or

4. Upon declining an offer of permanent recall; or

5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within fourteen (14) days of mailing; or

6. Disciplinary termination for cause.

D. Employees who are laid off and are on recall list(s) and return to regular County employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

VI. Recall

A. Employees on a recall list will be certified in order of seniority, before

1 applicants who qualify through examination, provided they are qualified to perform the
2 duties of the position. Employees on a recall list shall be offered appointment to
3 vacancies, in order of seniority, except when they lack knowledge, skills or abilities
4 designated for the position that are not easily learned on the job within ninety (90) days.
5 Employees may be required to take and pass qualifying examinations in order to
6 establish their rights to specific positions. The hiring manager is required to state in
7 writing what qualification(s) the employee lacks that the position requires. The
8 employee will remain on the recall list for certification to other vacancies during their
9 term of eligibility.

10 **B.** Failure to recall an employee, except as provided above, will be deemed
11 a dismissal of that employee for cause and will be reviewed and processed according
12 to the provisions of Article 17, Disciplinary Action.

13 **VII. Seniority Application**

14 **A.** The above terms for determination of seniority shall apply not only to the
15 layoff process, but also to other situations in which seniority is applied, including total
16 service for the purpose of vacation accrual rates.

17 **B.** For purposes of vacation bidding, the employee's original date of hire
18 with the County pursuant to "Section II.B" of this article shall be used to determine
19 vacation selection in accordance with Article 8, Vacation Leave, "Section V."

20 **C.** Seniority determinations shall have no application to retirement matters.

21 **D.** The County agrees to make available to the Union upon request copies
22 of any personnel list the County maintains regarding seniority or classification changes.

23 **VIII. Posting Process**

24 **A. Seniority List Posting**

25 County agrees to maintain up to date seniority list posted at all time.
26 Updated list will be mailed to the Union.

27 **B. Seniority List Appeal Process: Errors on new lists**

28 Employees who have concerns about the calculation of their seniority on
29 any new list shall consult with management and the Union. If an employee's concerns
30 remain unresolved, the Union may file a formal written grievance at Step 3 of the
31 grievance procedure.

IX. Special Provisions to Save Employees From Layoff

It is recognized by the parties that employees who are to be laid off or involuntarily demoted because of their seniority face difficult circumstances in being placed in alternative employment within the County. Any such employee who is placed in a classification not previously held or outside their promotional line shall be subject to a trial service period of ninety (90) days to demonstrate their ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the County, are unsuccessful during this ninety (90) day trial service period will be removed from their new classification and placed on the appropriate recall list. Such employees shall continue to be eligible for placement under the provisions of this section as long as alternative employment opportunities are being explored by management for affected employees.

ARTICLE 22
SHIFT AND WORK ASSIGNMENT

I. Vacancy Defined

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;

1. Additional budgeted positions are allocated;

2. 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;

3. When an employee is on unpaid leave that will exceed ninety (90) days.

B. All budgeted positions shall be declared as vacancies and filled as part of a biennial signup process.

II. Temporary Assignments

Temporary work assignments of more than thirty (30) days shall be posted for six (6) days and filled by the most senior employee among those who express an interest in the position. Temporary assignments shall not extend beyond six (6) months.

III. Permanent Assignments

A. Biennial Signup

Shift sign-up will occur every two (2) years. No later than June 15 of the year of the shift sign-up, the managers of Custody Services and Juvenile Treatment and Specialized Services will post the shift grid with specifications of the qualifications for each position to be filled July 1 of that year. Employees shall, in accordance with a sequencing procedure to be promulgated by the Managers, indicate their preference of positions to include shifts and days off.

B. Selection

If qualified, an employee will be granted their preference in the biennial signup on the basis of seniority, provided the employee meets the position's knowledge, skill and ability (KSA) requirements designated by the County, is able to perform the work and taking into account staff educational and background requirements established for Behavioral Rehabilitation Services (BRS) programs.

C. Vacancies Following the Biennial Signup

1. General Custody Vacancies

Any vacancy in a general Custody unit will be posted and filled based on seniority provided the employee is able to perform the work in question and has indicated their preference for the position and taking into account staff educational and background requirements established for Behavioral Rehabilitation Services (BRS) programs. Unless the County and Union agree otherwise, the process set forth in the paragraph shall be repeated until no qualified employee expresses interest in the remaining vacant shift.

Any vacancy not filled by the provisions in sections 1 and 2 above will be filled at the discretion of management by new hires.

2. Trial Service Period

Upon appointment to a new permanent work assignment, the employee will serve a trial service period of one hundred and twenty (120) days to demonstrate their ability to fulfill the requirement of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, the position will be reopened and the unsuccessful employee will be placed in the vacancy created after refilling the position or another available vacancy. Such determination of satisfactory performance within the one hundred twenty day (120) trial service period will be made by management.

D. Pod Closure

If a Custody or Treatment pod or program is closed, the shift bid process in "Section A" above will be repeated as soon as possible.

IV. Change of Work Scheduling/Shift System and Signup

It is recognized that the biennial signup system, except for new vacancies, implies that the employees know in advance the hours of work per day anticipated [e.g. four (4) ten (10) hour days] for each schedule/shift. Except for vacancies, the County therefore agrees to make any changes in this scheduling/shift system in tandem with the biennial signup. If a change in overall shift structure is contemplated as part of a budgetary process, the Union will be given thirty (30) days notice prior to final action by the Board on the budget or budget amendment. If no budgetary event is involved, the Union will be given at least thirty (30) days notice prior to the biennial posting. The purpose of this notice is to provide the Union an opportunity to assess the impact, and suggest alternatives.

ARTICLE 23
PERSONNEL RULES AND RECORDS

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 the Employee Services Division and/or by the employee's department or division.

B. Access to Personnel File Materials

1. An employee or their representative, with the written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their 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 their personnel file any letter of reprimand which is more than two (2) years old. Any letter of reprimand that is more than two (2) years old and remains in the file shall not be used for progressive discipline. Oral reprimands will not be memorialized in writing and will not be placed in employee personnel files.

2. Letters imposing other discipline

a. Single disciplinary acts

1 A single letter imposing discipline more severe than a letter
2 of reprimand which is more than five (5) years old will be removed from an employee's
3 personnel file upon their request.

4 **b. Multiple disciplinary acts**

5 If there is more than one letter imposing discipline which is
6 more severe than a letter of reprimand on file, none of the letters may be removed until
7 the most recent letter is more than five (5) years old. At that time it and all previous
8 disciplinary letters will be removed from the employee's personnel file upon request.
9 For the purposes of this subsection "letter" includes all attachments.

ARTICLE 24
HEALTH AND SAFETY

I. Workplace Safety

A. The County and its employees share responsibility for maintaining a safe and appropriate work environment.

B. The County shall make reasonable provisions and exercise due considerations regarding the health and safety of employees.

C. All parties to this agreement will adhere to applicable County and Department policies related to critical incident response including Response to a Threat – Safety Plan policy. Employees and Management are responsible for reporting unsafe and potentially hazardous conditions.

II. Staffing

The County will staff the facility appropriately to ensure staff and youth safety.

ARTICLE 25
GENERAL PROVISIONS

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 familial 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, or any other form of micro-aggression 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, source of income or familial status.

Micro-aggressions are defined as commonplace and causal verbal, behavioral, or environmental indignities and denigration, often unintentional or unconscious, that

repeat or reaffirm stereotypes and convey negative or derogatory messages based on the recipient's status in a racial minority or other non-dominate culture group.

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).

C. The County shall make an individual trained in mediation available to any employee wishing to address the relationship between themselves and the individual alleged to have engaged in prohibited conduct, whether or not that behavior resulted in discipline. Participation requires the consent of both parties.

D. The County will report all complaints raised by Local 88-6 represented employees alleging a violation of Article 24.I and 24.II to the Union at the email address cabi@afscmelocal88.org.

III. Rules

A. All work rules shall be subject to discussion with the Union before becoming effective.

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 unit with a copy of all changes to work rules within thirty (30) days after they become effective.

D. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure beginning at Step 3.

E. Except in emergencies, all work rules shall be posted on bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

IV. Changes in Existing Conditions

A. For the purpose of this Agreement, the term "existing working conditions," means practices which have been:

1. Consistent;

1 2. Clearly acted upon; and

2 3. Readily ascertainable over a reasonable period of time as
3 mutually accepted by the parties.

4 **B.** Existing working conditions shall be changed only after the Union has
5 been afforded opportunity to make suggestions and shall not be for arbitrary or
6 capricious reasons. The County shall post changes in existing working conditions
7 prominently on all bulletin boards for a period of not less than fourteen (14) days before
8 the changes are to be effective.

9 **C.** Disputes regarding the change of existing working conditions shall be
10 resolved through the grievance procedure beginning at Step 3.

11 **D.** No payment of monies made in error, or not authorized by proper
12 authority, shall be considered an existing condition. Such payments shall be governed
13 by Article 14, "Section VIII."

14 **E.** Conditions relative to and governing working conditions of a particular
15 nature are contained in Addenda B through D to this Agreement, which are attached
16 and by this reference made a part hereof as though fully set forth herein.

17 **V. Uniforms and Protective Clothing**

18 If an employee is required to wear a uniform, protective clothing, or any type of
19 protective device, such uniform, protective clothing, or protective device shall be
20 furnished by the County; the cost of initial tailoring and repair of the uniform or
21 protective clothing, or device shall be paid by the County, in accordance with the
22 current practice. The current practice of convening a committee of management and
23 employees to select any article of clothing, which the County requires employees to
24 wear, will continue.

25 **VI. Radios**

26 The County will make every reasonable effort to ensure that an adequate
27 number of properly functioning radios are available for each shift. On-call employees
28 are responsible for returning their radios at the end of their shift and promptly reporting
29 any equipment malfunctions. The County will make every reasonable effort to replace
30 such malfunctioning devices without delay.

1 **VII. Loss of Personal Property**

2 **A. Procedure for Advancing Claims**

3 Employees who suffer a loss of personal property on County premises
4 shall be provided a claims form by the Risk Management Division upon request.
5 Premises, for this purpose, are defined as County facilities and vehicles. The Risk
6 Management Division shall provide the requesting employee with a determination in
7 writing by the County of the legal liability the County may have in the matter. The
8 County will pay claims for which it determines it has legal liability.

9 **B. Exclusion of Personal Vehicles**

10 Personal vehicles are expressly excluded from this provision. Loss or
11 damage to employees' personal vehicles is the sole responsibility of the employee.

ARTICLE 26
ON-CALL & TEMPORARY EMPLOYEES

I. Hours for On-Call Employees

On-call hours will be offered as equitably as practicable to all on-call staff, considering operational needs and according to their listed availability. Under no circumstances will an on-call employee work more than thirty-five (35) hours in a workweek. On-call appointments have no time limit. On-call employees may be terminated at any time; such terminations are not subject to the grievance procedure but may be appealed to the Department Director. If the County stops utilizing an on-call employee, upon request the on-call employee will be given a written explanation of the reason for no longer being utilized. The stated reason will not be subject to the grievance procedure but may be appealed to the Department Director.

II. Hours for Temporary Employees

A temporary appointment may be made for a period of up to six (6) months or one thousand and forty (1040) hours within the preceding twelve (12) months. A temporary employee who has already worked one thousand and forty (1040) hours may be appointed within the same twelve (12) month period to another position typically by a different Department, following a break in service lasting fifteen (15) days or longer. A Temporary employee may be re-appointed to a different position when an unforeseen circumstance requiring the employee's services arises shortly after the termination of one (1) appointment, even when the break in service is limited. If the County ends a Temporary appoint, upon request the Temporary employee will be given a written explanation of the reason for the ending of the appointment. The stated reason will not be subject to the grievance procedure, but may be appealed to the Department Director.

III. Mandatory Training

On-call and Temporary employees may be directed by the County, at its sole discretion, to attend mandatory training for the purposes of maintaining their status as

On-call or Temporary employees. On-call and Temporary employees may also be offered optional training opportunities by the County based on availability of training slots once those opportunities have been offered to regular employees. On-call and Temporary employees shall not be responsible for training regular employees or other On-call or Temporary employees.

IV. Internal Recruitments

All On-call or Temporary JCSS employees hired through a civil service process will be eligible to participate in internal recruitments for regular JCSS vacancies. Nothing in this section will be construed to grant On-call or Temporary JCSS employees eligibility to participate in internal recruitments for positions not covered by this Agreement.

V. Pay Differentials

On-call and Temporary employees shall be eligible to receive shift differential according to the terms and conditions of Article 14 Section V.A.1.a and 1b. On-call and Temporary employees will be eligible to receive Intake Pay as described in Article 14, Section XIII for assigned work shifts in Intake.

VI. Holidays

On-call and Temporary employees will be compensated at one-and-one-half (1 ½) times their regular rate of pay for hours worked on New Year's Day, Dr. King's Birthday, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

VII. Sick Leave

On-call and Temporary employees shall accrue sick leave at the rate of 0.0461 hours for each straight time hour worked. Sick leave may only be used by On-call or Temporary employees to cover a previously scheduled shift, and only for any of the reasons identified in Article 9, Section A or any reason as required by law. Subject to the limitations of law, misuse of leave may be considered grounds for disciplinary action and/or termination of On-call employment. The parties recognize that On-call and Temporary employees have the responsibility to report to work fit for duty. To ensure such fitness, management may send On-call or Temporary employees for medical or psychological examination when the supervisor reasonably believes that

the employee is not fit for duty or may be a danger to themselves or others. Any such examinations will be at County expense.

VIII. On the Job Injuries

To the extent not compensated by Workers' Compensation benefits, any scheduled hours for On-Call and Temporary employees during the first (1st) three (3) consecutive calendar days of occupational disability shall be compensated as time worked.

IX. Leave During Law Enforcement or Regulatory Investigations

Should an On-call or Temporary employee be the subject of allegations that lead to a law enforcement or regulatory investigation, the County may restrict the employee from working in certain programs or units or place the employee on administrative leave. If the allegation is not substantiated, the County will reimburse the employee for any hours the employee missed as a result of such administrative leave, provided the hours were already scheduled to work at the time of notice of the investigation.

X. Wage Rates

A. The initial base hourly rate of On-call and Temporary employees covered by this Agreement shall be Step 1 of the regular JCSS Pay Scale (PSG 6273). The base hourly rates of On-call and Temporary employees shall be subject to the same cost of living adjustments ("COLA") as the regular JCSS Pay Scale.

B. At the end of each fiscal quarter, the county will run a report to determine which On-call and Temporary employees have cumulatively worked 2080 hours in the JCSS classification. Those employees will be advanced to the subsequent step of the regular JCSS Pay Scale (PSG 6273). On-call and Temporary employees shall advance to the subsequent step each time they work an additional 2080 hours until they achieve the maximum step of the pay scale. Any step increases will be effective on the first day of the fiscal quarter and will not be retroactive to the date the employee reached 2080 hours. However, the employee will begin accumulating hours towards the subsequent 2080 hours prior to the end of the fiscal quarter and the implementation of the step increase.

1 **C.** Time spent as a regular status employee will not count towards the 2080
2 hours. Hours are accrued from current hire date from on-call and temporary status in
3 the JCSS classification. Any hours prior to a separation from service will not carry over.
4 A separation of service is defined as removal from On-call or Temporary employment
5 or voluntary resignation. However, reinstatement following a successful appeal per
6 Sections I or II of this Article shall not constitute a separation from service.

7 **D.** Effective July 1, 2018, all On-call and Temporary employees who have
8 completed 2080 hours or more in the JCSS classification as outlined in VII.B. above
9 will be adjusted to Step 2 of the regular JCSS Pay Scale.

10 **XI. Pay Differential In Lieu of Benefits**

11 **A.** On-call and Temporary employees shall receive a pay differential in lieu
12 of benefits in the amount of one dollar and fifty cents (\$1.50) per hour.

13 **B.** For each month that an On-call or Temporary employee works eighty
14 (80) hours or more in a month, the employee will receive a lump sum payment of \$200
15 for that month. Management will conduct a review quarterly and provide payment by
16 the end of the month following the end of the quarter.

17 **XII. Subpoenas**

18 Time spent for On-call and Temporary employees serving as a witness in State
19 or Federal Court at the request of the Department will be treated as time worked for
20 pay purposes. If the On-call or Temporary employee receives any witness fees, they
21 will submit them to Payroll upon receipt.

22 **XIII. Drug and Alcohol Policy**

23 The provisions found in Addendum D, Drug and Alcohol Policy, shall apply to
24 On-call and Temporary employees.

25 **XIV. Settlement of Disputes**

26 On-call and Temporary employees shall be covered under the terms of Article
27 18 – Settlement of Disputes, strictly limited, however, to Article 26 – On Call &
28 Temporary Employees, Article 24 – Health & Safety, Article 25 – General Provisions,
29 Addendum D, Drug and Alcohol Policy, and the enforcement of Article 2, Section VIII
30 and IX of this Agreement.

ARTICLE 27
SAVINGS CLAUSE AND FUNDING

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

- 1 precluded by State or Federal law or administrative regulation.

ARTICLE 28
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code Chapter 9 or its successor and the Personnel Rules. The County and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Union and the County Chair or their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 29
PUBLIC SERVICE LOAN FORGIVENESS PROGRAM

Public Service Loan Forgiveness (PSLF) is a program intended to encourage individuals to enter and continue to work full-time in public service jobs. Under this program, borrowers may qualify for forgiveness of the remaining balance of their Direct Loans after they have made 120 qualifying payments on those loans while employed full time by certain public service employers. Information, fact sheets and forms for participation may be obtained through the Federal Student Aid Office of the U.S. Department of Education.

The Union agrees to establish a point of contact to provide assistance to interested bargaining unit members regarding their options.

The County agrees to complete the portions of necessary forms which are designated to be completed by the employer. Forms should be submitted to DCJ Human Resources for completion.

The PSLF is not a County program. Nothing in this Article shall be construed or enforced to guarantee any rights or benefits under the PSLF. Nor shall this Article be construed or enforced to create any obligation by the Union or the County to assume liability for any student loan repayment obligations of bargaining unit members covered by this Agreement.

ARTICLE 30
TERMINATION


This Agreement shall be effective upon ratification, unless otherwise provided herein, and except for the reopener described in Article 11.I.B, shall remain in full force and effect through the 30th day of June, 2021, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2021, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 11th day of November, 2019.

MULTNOMAH COUNTY EMPLOYEES UNION,
LOCAL 88-6, AFSCME, AFL-CIO: (Juvenile
Custody Services Specialist Unit)


By 
Tami Cox

By 
Mike Peterson

By 
Karoon Schepmann

By 
Bernhard Wolpert

BOARD OF COMMISSIONERS, FOR
MULTNOMAH COUNTY, OREGON

By 
Deborah Kafoury, County Chair


By 
Sharon Meieran, Commissioner, District 1

By 
Susheela Jayapal, Commissioner, District 2


By 
Jessica Vega Pederson, Commissioner,
District 3

By 
Lori Stegmann, Commissioner, District 4

NEGOTIATED FOR THE UNION:

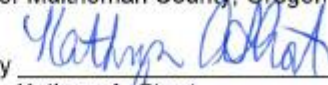
By 
Seth Moore
Council Representative
AFSCME Council 75

NEGOTIATED FOR THE COUNTY BY:

By 
Shelly Kent, Labor Relations
Multnomah County, Oregon

REVIEWED:

Jenny M. Madkour, County Attorney
For Multnomah County, Oregon

By 
Kathryn A. Short
Deputy County Attorney

SIGNATURE PAGE

ADDENDUM A
CLASSIFICATION INCLUDED IN THE BARGAINING UNIT
WITH PAY RANGE

Table I Juvenile Custody Services Specialist											
Effective – July 1, 2018 – 3.6% COLA											
JCN TITLE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC		23.20	23.87	24.58	25.35	26.12	27.11	28.24	29.09	29.99	30.88
8274 JUVENILE CUSTODY SPEC (ON- CALL)		23.20	23.87	24.58	25.35	26.12	27.11	28.24	29.09	29.99	30.88
Table II Juvenile Custody Services Specialist											
Effective – July 1, 2019 – 3.9% COLA											
JCN TITLE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC		24.10	24.80	25.54	26.34	27.14	28.17	29.34	30.23	31.16	32.09
8274 JUVENILE CUSTODY SPEC (ON- CALL)		24.10	24.80	25.54	26.34	27.14	28.17	29.34	30.23	31.16	32.09

Table I Juvenile Custody Services Specialist Effective – July 1, 2020 – 2.9% COLA											
JCN TITLE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC		24.80	25.52	26.29	27.10	27.93	28.99	30.19	31.11	32.06	33.02
8274 JUVENILE CUSTODY SPEC (ON- CALL)		24.80	25.52	26.29	27.10	27.93	28.99	30.19	31.11	32.06	33.02

1

ADDENDUM B
LEAD WORKER ASSIGNMENT AND PAY

I. Duties Defined

A Lead Worker assignment involves certain limited supervisory 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 exempt supervisory employees. Lead Workers typically spend a substantial portion of their time 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. Lead Workers will not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations.

II. Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be at the sole discretion of the County; provided, however, that an employee continuously 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. 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.

Initial Lead Worker assignments will be made prior to the shift bid for EBP Lead and the Night Leads only. The process for choosing all other Lead Workers shall be announced prior to the biennial shift bid. The new shifts will not go into effect until lead workers are named. Any lead appointments for over sixty (60) continuous days will be posted and interested employees will be considered for the assignment. Lead Workers may have the opportunity to work in different units / programs within Custody, provided

the lead worker meets the requirements for the position, such as BRS qualifications.

An employee assigned as a Lead Worker for one 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 the Union. If the Lead Worker assignment is terminated, the employee will keep their current shift assignment and management will re-appoint the lead assignment to an employee within the work unit or pod at management's discretion.

III. Pay Rate

The lead pay rate for the Juvenile Custody Services Specialist classification shall be calculated by increasing the base hourly pay rates by six and eight-tenths percent (6.8%).

IV. Filling of Temporary Vacancies: Lead Worker and Community Justice Manager

The County shall solicit the names of employees who are interested in working either as Lead Worker or Community Justice Manager in the event of temporary vacancies, e.g., due to illness. The County shall compile from such volunteers a list of employees it deems qualified and suitable to work on a temporary upgrade basis as either a Lead Worker and/or Community Justice Manager. Unless such assignment would result in payment of overtime, the County shall attempt to contact and select an employee from the appropriate list before making an offer to an on-call worker, provided that any attempt to contact employees on the list shall be limited to six (6) individuals. When an employee elects to work as a Lead Worker or a Community Justice Manager, and such election would require a change of shift or hours, the schedule change requirements of this agreement shall be deemed waived.

A Lead Worker is not required to accept an offer of a temporary upgrade to Community Justice Manager. Refusal of such an offer shall not be grounds for any adverse action, including but not limited to removal of the employee's Lead Worker status.

ADDENDUM C
AUTO REIMBURSEMENT AND TRANSIT SUBSIDIES

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 their personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of forty dollars (\$40) per month, twenty dollars (\$20) per month for part-time employees. On July 1, 2002 the base rate reimbursement will be increased to fifty dollars (\$50) for full-time employees and twenty-five (\$25) for part-time employees. To qualify for this reimbursement employees

1 must be assigned to work in the field and to use their personal transportation. In no
2 event, however, shall the aforementioned base payment be made in a month in which
3 an employee drives no miles as a condition of employment.

4 **D. Payment Rules for Alterations in Work Site**

5 **1. Temporary reporting place**

6 Whenever an employee is temporarily required to report to work
7 at any location more distant from their home than their permanent place of reporting,
8 the employee shall be paid for the use of their personal transportation at the rate
9 provided in "Section B" or "Section C" above as appropriate for additional miles
10 traveled. This provision will not apply when there is a permanent change in reporting
11 location as determined by management with ten (10) days written notice to the affected
12 employees and the Union. In instances in which an employee has no permanent
13 reporting place, the County will designate one (1) work site as a "permanent place of
14 reporting" for purposes of mileage reimbursement.

15 **2. Secondary reporting place**

16 Whenever an employee reports to their permanent place of
17 reporting and is required to use their personal transportation to report for work at
18 another location, the employee shall be paid for the additional miles traveled to and
19 from the secondary reporting place in accordance with "Section B" or "Section C"
20 above as appropriate. The time involved in traveling from the permanent reporting
21 place to and from the secondary reporting place to the permanent reporting place shall
22 be considered time worked for pay purposes.

23 **II. Incidental Parking**

24 Subject to procedural regulation or supervisory direction as to time, place and
25 circumstances of use, when employees on a non-commuter basis are required to use
26 their automobile for driving into downtown Portland or elsewhere where parking is
27 charged, employees shall be reimbursed for such parking charges.

28 **III. Bus Pass**

29 **A. Statement of Purpose**

30 For the purposes of encouraging employees to use mass transit as part
31 of the County's ride reduction program under the Oregon Department of Environmental

1 Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the
2 County's commitment to limiting traffic congestion and promoting clean air, effective
3 September 2001 each employee shall be eligible to receive a bus pass entirely
4 subsidized by the County for the employee's personal use.

5 **B. Scope of Subsidy**

6 1. The County will provide a one hundred percent (100%) subsidy
7 for employee bus passes. However, the County may require that the employee pay a
8 percentage if the County subsidy exceeds the IRS standard for a de minimis employee
9 benefit. It will be the employee's responsibility to obtain the necessary Photo ID from
10 Tri-Met. Instructions for obtaining the photo ID will be available through Employee
11 Benefits and will be included in the new hire packets.

12 2. This program is offered only by Tri-Met. However C-Tran will
13 honor the Tri-Met all zone pass.

14 **C. Procedural Requirements**

15 The procedural requirements for payment and verification that the pass
16 has been used solely by the employee shall be the same as apply to managerial
17 employees. Such requirements may change from time to time to ensure efficient and
18 effective implementation of the program.

ADDENDUM D
DRUG AND ALCOHOL POLICY

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. 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 or removal from the on-call and/or temporary employee lists 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, solicitation and distribution of alcohol and drugs while on duty

Employees shall:

a. Not possess, consume, manufacture, solicit or 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.

1 **b.** Not possess, consume, manufacture, solicit or distribute,
2 cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the
3 work place except when lawfully required as part of the job.

4 **c.** Not solicit, distribute, dispense or sell prescription
5 medications except when lawfully required as part of the job.

6 **d.** Not possess or consume prescription medications without
7 a valid prescription.

8 **2. Possession, consumption, solicitation and distribution of**
9 **alcohol and drugs while off duty on County premises**

10 Employees shall:

11 **a.** Not use, possess, solicit or distribute illegal drugs.

12 **b.** Not use or distribute alcohol without authorization.

13 **3. Fitness for duty**

14 Employees shall:

15 **a.** Not report for duty while “under the influence” of alcohol or
16 drugs. An individual is considered to be “under the influence” of alcohol if a
17 breathalyzer test indicates the presence of alcohol at or above the .04% level. An
18 individual is considered to be “under the influence” of drugs when testing indicates the
19 presence of controlled substances at or above the levels applying to CDL holders.

20 **b.** Not render themselves unfit to fully perform work duties
21 because of the use of alcohol or illegal drugs, or because of the abuse of prescription
22 or non-prescription medications.

23 **c.** Comply with legally mandated occupational requirements,
24 whether or not they are specifically included in this policy. For example, by law holders
25 of CDLs may not perform safety sensitive functions, such as driving, at or above the
26 .02% level.

27 **d.** Not be absent from work because of the use of alcohol or
28 illegal drugs, or because of the abuse of prescription or non-prescription medications,
29 except when absent to participate in a bona fide assessment and rehabilitation
30 program while on FMLA and/or OFLA leave.

31 **e.** Inform themselves of the effects of any prescription or non-

1 prescription medications by obtaining information from health care providers,
2 pharmacists, medication packages and brochures, or other authoritative sources in
3 advance of performing work duties.

4 f. Notify their supervisors in advance when their use of
5 prescription or non-prescription medications may impair the employee's ability to
6 perform the essential functions of their position that will result in a direct threat to
7 others. Such employees include, but are not limited to, sworn officers, holders of a
8 CDL, and those handling hazardous equipment or materials. Employees who drive a
9 motor vehicle as part of their job, whether a County vehicle or their personal vehicle,
10 should report when they are taking any medication that may impair their ability to drive.

11 **4. Cooperation with Policy Administration**

12 Employees shall:

13 a. Not interfere with the administration of this Drug and
14 Alcohol Policy. Examples include, but are not limited to, the following: tainting,
15 tampering, or substitution of urine samples; falsifying information regarding the use of
16 prescribed medications or controlled substances; or failure to cooperate with any tests
17 outlined in this policy to determine the presence of drugs or alcohol.

18 b. Provide to Human Resources within twenty-four (24) hours
19 of request a current valid prescription in the employee's name for any drug or
20 medication which the employee alleges gave rise to reasonable suspicion of being
21 under the influence of alcohol or drugs.

22 c. Respond fully and accurately to inquiries from the County's
23 Medical Review Officer (MRO); authorize MRO contact with treating health care
24 providers upon request.

25 d. Complete any assessments or treatment programs
26 required under this Policy.

27 e. Sign a waiver upon request authorizing treatment providers
28 to disclose confidential information necessary to verify successful completion of any
29 assessment or treatment program required under this Policy.

30 f. Disclose promptly (upon the next working day) and fully to
31 their supervisor:

i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while they were on duty, on County property, or in a County vehicle; or

ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

C. Levels of Discipline

1. The level of discipline imposed on non-trial service, regular status employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

- a. carrying firearms
- b. work in the criminal justice system
- c. responsibility for public safety or the safety of co-workers
- d. handling narcotics or other controlled substances
- e. handling hazardous equipment or materials
- f. influencing the behavior of minors
- g. holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, the County may offer the employee continued employment under the terms of a last chance agreement if there are mitigating circumstances, such as a substance abuse dependency or other good cause. An example of a Last Chance Agreement is included as an attachment to this Addendum.

1 a. Any Last Chance Agreement will include but not be limited
2 to, the following:

3 1) the requirement that the employee enroll, participate
4 in, and successfully complete a treatment program as recommended by the Substance
5 Abuse Professional;

6 2) the right for the County to administer any number of
7 unannounced follow up drug or alcohol tests at any time during the work day for a
8 period of two (2) years from completion of any required treatment or education
9 program;

10 3) the signatures of the employee's supervisor, the
11 employee, and the employee's Union representative.

12 b. The offer of a Last Chance Agreement will not set
13 precedent for the discipline of other employees in the future. Any discipline
14 incorporated in a Last Chance Agreement may not be grieved under the provisions of
15 Article 18, Grievance Procedure.

16 **D. Mandatory Assessment and Treatment**

17 1. Employees who are disciplined for conduct which is related to the
18 use of alcohol or drugs may be required to undergo assessment and to complete a
19 program of education and/or treatment prescribed by a Substance Abuse Professional
20 selected by the County. Employees who test positive for alcohol or controlled
21 substances may be required to undergo assessment at management's discretion,
22 regardless of whether disciplinary action has been taken or a Last chance Agreement
23 entered into.

24 2. The County will verify employees' attendance, and that the
25 assessment and treatment have been completed. This verification and any other
26 information concerning alcohol and drug dependency will be treated as confidential
27 medical information per applicable state and federal law and County Administrative
28 Procedures.

29 3. Policy on the use of leave for assessment and treatment will be
30 the same as for any other illness.

31 **E. Return to Work Testing**

Employees who test positive for being “under the influence” of drugs will be required to test negative before returning to work. (Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)

III. Testing

A. Basis for Testing

1. All employees may be tested:

- a.** based on reasonable suspicion of being “under the influence” of alcohol or prohibited drugs;
- b.** before returning to work after testing positive for being “under the influence” of alcohol or drugs;
- c.** as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.

2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

B. Establishing Reasonable Suspicion

1. Definition

a. “Reasonable suspicion” is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty concentrating, theft from office or from other persons, unexplained absences during office hours, or employee's admission of use of prohibited substances.

2. Supervisory training

The County will provide training to all supervisors on establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested

on the basis of reasonable suspicion of being under the influence.

3. Lead Workers

Lead workers who oversee day-to-day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

4. Additional precautions

Application of the "Reasonable Suspicion" standard to any employee in this bargaining unit shall include the following additional precautions:

a. The supervisor shall articulate orally a summary of the specific facts which form the basis for believing that the employee is under the influence of drugs or alcohol; and

b. The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

c. Except in field or shift circumstances which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another supervisor or managerial person regarding the grounds for the suspicion. If possible, both supervisors should observe the employee before determining whether reasonable suspicion of impairment exists.

C. Testing Methodology

Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

1. Drug Testing

a. Drug tests are conducted using urine specimens. In accordance with CDL standards, the County will contract with a medical doctor trained

in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the MRO will attempt to contact employees to review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on their professional judgment, they may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

b. In addition to compliance with federal guidelines, the following safeguards will also be applied:

i. Test results will be issued by the MRO or the testing laboratory only to the County's Drug and Alcohol Policy Coordinator. The results will be sent by certified mail or hand-delivered to the employee within three (3) working days of receipt of results by the County.

ii. Appeals

If an employee disagrees with the results of the drug test, the employee may request, in writing, within five (5) days of receipt of test results, that the original sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

2. Alcohol Testing

a. Alcohol tests are conducted using a breathalyzer screening test. Employees who test 0.02 or higher will be required to submit to a confirmation test. Test results will be issued only to the County's Drug and Alcohol Policy Coordinator. The results will be sent by certified mail or hand-delivered to the employee within three (3) working days of receipt of the results by the County.

b. Alcohol confirmation tests are considered final and may not be appealed.

3. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

1
2 **IV. Definitions**

3 **A. Alcohol:**

4 Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels
5 of alcohol present in the body will be measured using a breathalyzer test.

6 **B. Controlled Substance:**

7 All forms of narcotics, depressants, stimulants, analgesics,
8 hallucinogens, and cannabis, as classified in Schedules I-V under the Federal
9 Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035,
10 whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

11 **C. County:**

12 Multnomah County, Oregon.

13 **D. Drug Paraphernalia:**

14 Drug paraphernalia means any and all equipment, products, and
15 materials of any kind, as more particularly defined in ORS 475.525(2), which are or
16 can be used in connection with the production, delivery, or use of a controlled
17 substance as that term is defined by ORS 475.005.

18 **E. Drug Test:**

19 A laboratory analysis of a urine sample to determine the presence of
20 certain prohibited drugs or their metabolites in the body.

21 **F. Drugs:**

22 Controlled substances, designer drugs (drug substances not approved
23 for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food
24 and Drug Administration), and/or over-the-counter preparations available without a
25 prescription from a medical doctor that are capable of impairing an employee's mental
26 or physical ability to safely, efficiently, and accurately perform work duties.

27 **G. Medical Review Officer (MRO):**

28 A medical doctor trained in toxicology who contracts with employers
29 primarily to review positive preliminary drug test results with employees. The MRO
30 determines whether or not the results are likely to have been caused by factors other
31 than drug abuse.

1 **H. On Duty:**

2 The period of time during which an employee is engaged in activities
3 which are compensable as work performed on behalf of the County, or the period of
4 time before or after work when an employee is wearing a uniform, badge, or other
5 insignia provided by the County, or operating a vehicle or equipment which identifies
6 Multnomah County.

7 **I. Prescription Medication:**

8 A medication for which an employee is required by law to have a valid,
9 current prescription.

10 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
11 **Alcohol:**

12 See "Section III. B. 1. a" above.

13 **K. Substance Abuse Professional (SAP):**

14 A licensed physician, or licensed or certified psychologist, social worker,
15 employee assistance professional, or addiction counselor with knowledge of and
16 clinical experience in the diagnosis and treatment of alcohol and controlled substance-
17 related disorders.

18 **L. Under the Influence of Alcohol:**

19 See "Section III. B. 3" above.

20 **M. Under the Influence of Drugs:**

21 See "Section II. B. 3" above.

22 **V. Sample Last Chance Agreement**

23
24 **LAST CHANCE AGREEMENT**

25
26 The following agreement is entered into between Multnomah County and the
27 Employee. Failure on the part of the employee to meet the expectations below will
28 result in the termination of their employment with the County.

29
30 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and
31 if required, I shall immediately enroll and continue in a bona fide alcohol/drug impatient

1 or outpatient rehabilitation program approved by the County. I fully understand that
2 should I fail to complete either the inpatient or outpatient program, my employment with
3 the County will be terminated.

4
5 2. I agree to comply with and complete the conditions of my "Aftercare Plan" as
6 recommended by my treatment counselor. If I must be absent from my aftercare
7 session, I must notify the County. The County has my permission to verify my
8 attendance at required meetings. If I do not continue in the aftercare program, I
9 understand that my employment will be terminated.

10
11 3. I understand that the signing of this agreement shall allow the County the right
12 to communicate with my physician and/or counselors regarding my status and
13 progress of rehabilitation and aftercare. I further agree to sign any authorization or
14 release of information necessary to allow for such communication.

15
16 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing
17 (urinalysis and breath test) by the County for a period of 24 months from the date I
18 return to work. This time period will increase accordingly if I am absent from work, for
19 any reason, for a cumulative period of one month or more. I understand that if I refuse
20 to take a drug and/or alcohol test or if a test is positive, my employment will be
21 terminated.

22
23 5. I agree to return to work upon successful completion of an alcohol/drug
24 rehabilitation program if my substance abuse counselor requires inpatient treatment.

25
26 6. It is understood that this agreement constitutes a final warning.

27
28 7. I understand the Employee Assistance Program is available to me should
29 personal problems arise in the future that may have an effect on my ability to remain
30 in compliance with the drug and alcohol policy and/or this agreement.

8. I realize that violation of the drug and alcohol rules and/or policies at any time in the future is cause for termination.

9. I realize that my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

_____	_____
(Employee) (Date)	(Managerial Employee With (Date)
	Disciplinary Authority)**

_____	_____
(Labor Representative) (Date)	(Employee's Immediate Supervisor***) (Date)

1 _____
2 (Multnomah County (Date)
3 Labor Relations, if applicable*)
4

5 Footnotes:

6 * Necessary only if terms of the Labor Agreement are waived or excepted.

7 ** Always necessary.

8 *** Optional in cases in which immediate supervisor does not have termination
9 authority.

ADDENDUM E
SENIORITY LISTING AS OF DATE OF CONTRACT SIGNING

MULTNOMAH COUNTY
Seniority Report
Department of Community Justice
Job: 6273, Juvenile Custody Service Specialist

Seniority Order	Name	Class Seniority
1	Roland Aumueller	7/2/1990
2	John Miller-Jr	7/11/1990
3	Paul Holland	7/14/1990
4	Mike Peterson	7/6/1991
5	Doug Bleth	1/27/1992
6	Joe Buslach	1/27/1992
7	Ina Talalemotu	8/1/1993
8	William Hiebert	8/3/1993
9	Reginald Bynum	1/18/1994
10	Bernhard Wolpert	5/9/1994
11	Leland Godfrey	12/15/1994
12	Tracy Hiebert	4/17/1995
13	Brian Junta	4/18/1995
14	James Kim	6/1/1995
15	Scott Wheeler	11/6/1995
16	Tau Porter	6/13/1996
17	Mary Sullivan-Reinhardt	8/16/1997
18	Stefon Spruill	11/19/1997
19	Soukphavanh Phandouangsy	1/12/1998
20	Arnoldo Jaramillo	4/19/1998
21	Stephen Arthur	4/21/1998

Seniority Order	Name	Class Seniority
22	Shawn Thompson	11/17/1998
23	Sualua Faalevao	12/3/1998
24	Ramona Junta	6/6/1999
25	Tami Cox`	7/19/2000
26	Patrick Bennett	4/6/2002
27	JOHNNIE Whitehorn	11/10/2005
28	Tafiko Salu	11/21/2005
29	Anh Nguyen	12/10/2005
30	Robert Herriott	12/17/2007
31	Martin Blanco	11/20/2011
32	James Jackson	2/28/2012
33	Debra Ceglie	3/31/2012
34	Donde Bukowski	5/1/2013
35	Daniel Carter	1/27/2014
36	Karie Will	2/20/2014
37	Eliazar Diaz	3/12/2014
38	Tyrone Hammick	3/21/2014
39	Bladimir Cadena	3/31/2014
40	Ronald Lincoln	4/14/2014
41	Karina Pierce	5/21/2014
42	Jonathan Newton	11/19/2014
43	Tochina Ramirez	11/30/2014
44	Laura Hill	2/10/2015
45	Lela Clay	3/5/2015
46	Kimberly Pohl	3/5/2015
47	Tim Levier	3/8/2015
48	Gabriel Romero	11/4/2015
49	Juan Rogel	1/7/2016
50	Stephanie Pacheco	1/25/2016

Seniority Order	Name	Class Seniority
51	Anthony Moxley	2/18/2018
52	Marisol Hsu	5/26/2018
53	Kenny Sparks	5/29/2018
54	Jeremiah Dalton	8/6/2018
55	Ajla Zelkanovic	7/31/2019
56	Ashley Contreras	9/16/2019
57	Jamie Maggard	9/16/2019

1

MEMORANDUM OF UNDERSTANDING

I. The Parties

The Parties to this Memorandum of Understanding (MOU) are Multnomah County, Oregon (hereinafter "County") on behalf of the Department of Community Justice (hereinafter "DCJ") and AFSCME, Local 88-6, AFL-CIO (hereinafter "Union").

II. Background

The County and the Union jointly endeavor to have available a pool of regular status positions created to backfill shifts when employees are absent. These positions will be known as "floaters." It is expected that work schedules for the floaters will frequently change to meet staffing needs.

III. Mutual Understanding

A. Managers will assess staffing needs due to planned absences and build the schedule for the floater positions for the first (1st) until the fifteenth (15th) day of the month, and then a schedule from the sixteenth (16th) until the end of the month.

B. All contract provisions will apply, and the County will pay particular attention to the following:

1. Employees will receive their schedule with at least ten (10) days notice in accordance with Article 13.1.
2. Employees will receive applicable shift differential premiums in Article 14.V.
3. The County will adhere to the involuntary schedule change provisions found in Article 13.111.B.3 .b.

C. When employees in floater positions request vacation or sick leave in advance, they will submit the request to their supervisor for the time period that they will be gone and the number of leave hours they want to use during that time period. The supervisor will work with the employee to ensure that they are scheduled for the appropriate number of work and leave hours to meet their FTE for the FLSA work week.

Agreed to this ____date of _____, 2019

For the Union:

For the County:

Seth Moore
AFSCME Council Representative

Shelly Kent
Labor Relations Manager

MEMORANDUM OF AGREEMENT

I. The Parties

The Parties to this Memorandum of Agreement (MOA) are Multnomah County, Oregon (hereinafter "County") on behalf of the Department of Community Justice (hereinafter "DCJ") and AFSCME, Local 88-6, AFL-CIO (hereinafter "Union").

II. Background

The County and the Union jointly endeavor to have an appropriate process to conduct administrative, law enforcement and regulatory investigations related to employee conduct in the course of their official duties.

III. Terms of Agreement

The following will apply for employees subject to work related investigations as a result of their conduct as Juvenile Custody Services Specialists:

A. Administrative investigations

1. The employee shall be informed by the investigator, human resources, or DCJ management the nature of the investigation and whether the employee is a witness or respondent before any interview commences.
2. A written notice shall be sent to the employee and their Union representative and include the citation of any known applicable work rules, procedures, or orders which the employee is alleged to have violated, and other information necessary to reasonably apprise the employee of the allegations of such complaint.
3. The written notice shall be provided in advance of the employee being interviewed unless a delay in obtaining information from the employee is likely to cause risk to persons, property, or the county.
4. The parties recognize that an employee may not be considered a respondent at the beginning of an investigation, but could be later considered a respondent as more facts are known. An employee who was previously interviewed as a witness and subsequently considered to be a respondent by management, shall be told of their changed status, in writing per Section 111, A, 2 above, as soon as possible.
5. Upon completion of an administrative investigation, the County will provide the respondent a written summary of the outcome of the investigation. Such summary shall be provided within fourteen (14) calendar days of the completion of the investigation.

B. Law enforcement and regulatory agency investigations

MEMORANDUM OF AGREEMENT, INVESTIGATION NOTICES

1. When DCJ management receives notice that an agency will conduct investigatory interviews with an employee, management will provide the Union notice prior to the interviews being scheduled.
2. Employees shall be afforded an opportunity to contact and consult privately with a representative of the Union and/or an attorney of their choosing before being directed to participate in an investigatory interview.
3. As permitted by law and agencies, and as information is known, DCJ management will provide information to the employee as stated in Section III.A. above.
4. Upon notification from the investigating agency, DCJ management will provide the respondent a written summary of the outcome of the investigation. Such summary shall be provided within fourteen (14) calendar days of receiving notice from the investigating agency.

C. Investigations and Preliminary Inquiries

DCJ has an Internal Investigations policy that states - "If warranted, a preliminary inquiry is conducted to determine whether further investigation will be necessary." The person conducting the preliminary inquiry can determine whether the complaint is sustained, further investigation is warranted, or the facts are not sufficient to warrant further action/investigation. Since a complaint can be sustained under a preliminary inquiry, the parties agree that an inquiry that has the potential of having findings will be treated as an Investigation and subject to the terms of this agreement.

IV. Resolution of Disputes

Any dispute over the meaning, interpretation, or application of this MOA will be shall be resolved through the grievance procedure set forth in Article 18 of the collective bargaining agreement.

V. Length of Agreement

This Agreement shall be automatically renewed from year to year and thereafter unless either party shall notify the other in writing no later than January 31st that it wishes to modify or terminate this Agreement for any reason.

Agreed to this _____ date of _____, 2019

For the Union:

For the County:

Seth Moore
AFSCME Council Representative

Shelly Kent
Labor Relations Manager

MEMORANDUM OF AGREEMENT, INVESTIGATION NOTICES

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