

2004-2006



**2004-2006
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES
UNION LOCAL 88
AFSCME, AFL-CIO**



**LABOR RELATIONS
501 S.E. HAWTHORNE BLVD., Suite 400
PORTLAND, OR 97293-0700
PHONE: 503-988-5135
FAX: 503-988-5670**

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AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88, AFSCME AFL-CIO



MULTNOMAH COUNTY EMPLOYEES UNION AFSCME YOU TO OUR WORKPLACE

This Union agreement covers you while in the Local 88 bargaining unit and came about as a result of hard work by dedicated committees made up of Multnomah County management and Local 88 members.

The entire agreement has been mutually agreed to by Local 88 and Multnomah County. We hope that it will serve you well and help to provide fairness to you in the workplace.

The operation of your Union, Local 88, is based upon the principles of trade union democracy. As in any democratic process, participation is the cornerstone of success. Since it is the responsibility of the Local to serve all members, it is essential that the members attend the local membership meetings. These meetings are the heart of the Union, and the decisions rendered are the pulse of the organization.

Besides the membership meetings, there are a number of committees and meetings where participation is needed. As a member you are entitled to attend and to participate in any of these committees and meetings.

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Each work site and/or unit is entitled to steward(s). Each steward then participates in the monthly stewards meeting.

The Executive Board, comprised of elected officials of the Local, conducts the business of Local 88 under authority of the general membership. Political action is an integral part of AFSCME Local 88. You are invited to participate in the many political activities of the local.

UNION OFFICE

Portland Office - AFSCME Council 75
123 NE 3rd. Suite 505
Portland, OR 97232
OFFICE PHONE: 503-239-9858 or
1-800-792-0045
OFFICE FAX: 503-239-9441

MEETINGS:

MEMBERSHIP: 3rd Wednesday, 7:00 p.m.
3536 SE 26th Ave, Portland

STEWARDS: 3rd Wednesday, 6:00 p.m.
3536 SE 26th Ave, Portland

EXECUTIVE
BOARD: 1ST Wednesday, 6:15 p.m.

Your Steward: _____

Chief Steward: _____

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A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
and
MULTNOMAH COUNTY EMPLOYEES UNION
LOCAL 88, AFSCME, AFLCIO

ARTICLE 1
PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, of the American Federation of State, County and Municipal Employees, AFLCIO, 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 everimproved 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. Department:

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

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

II. Full-time employee:

An employee regularly scheduled to work thirtytwo (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.

III. FTE, or full time equivalency:

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

IV. Parttime employee:

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

V. Job Class Seniority:

The total length of accumulated service within the affected job classification and its equivalent within the County for purposes of shift bidding, transfers within classification, and anniversary dates. Part-time service shall count the same as full-time service. Service shall be adjusted for leaves of absence without pay, or layoffs, exceeding 30 days. Accumulated service is terminated by voluntary termination, involuntary termination due to expiration of a recall list, removal from a recall list after layoff pursuant to Art. 21. IV. E. or discharge for cause.

VI. Limited Duration employee:

Limited duration appointments may be made for special studies or projects 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 years but may expire

earlier.

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 his/her 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, B6.

A regular employee appointed to a limited duration appointment shall be reinstated to a position in his/her 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.

VII. Permanent employee:

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

VIII. Probationary employee:

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

IX. Promotional Probationary Employee:

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

If a new permanently appointed employee is promoted during his or her initial twelve (12) month probationary period (hereinafter "initial probationary period"), his or her initial probationary period shall terminate twelve (12) months from the date the employee began work

in the classification from which he or she was promoted. The promotion has no effect on the initial probationary period. The promotional probationary period extends six (6) months from the date of the promotion or until the end of the initial probationary period, whichever is later. During the initial probationary period, an employee may be terminated without just cause or appeal regardless of promotion. If an employee is terminated from his or her promotional position after completing his or her initial probationary period, he or she has return rights to the classification from which he or she promoted unless dismissed for just cause.

X. Regular employee:

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

A permanent employee who passed the initial one-year probationary period, terminated employment, and has been reinstated.

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

XI. 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. A temporary appointment may be made for a period of up to six months or 1040 hours within the preceding 12 months. A temporary employee who has already worked 1040 hours may be appointed within the same 12 month period to another position typically by a different Department, following a break in County service lasting 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 appointment, even when the break in service is limited. Temporary employees may be terminated at any time and have no appeal rights within the County.

XII. On-Call employee:

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

ARTICLE 3 RECOGNITION

I. Definition of the Bargaining Unit

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

- A. Temporary employees.
- B. Employees regularly scheduled to work less than forty (40) hours during two work weeks.
- C. Employees certified to another bargaining unit.
- D. Supervisory and confidential employees as defined by ORS 243.650, and such others as mutually determined by the parties;
- E. Professional employees, limited to physicians, dentists, pharmacists, attorneys (including law clerks), and chaplains, or as mutually determined by the parties;
- F. Managerial and administrative employees, including employees not excluded as professional, confidential or supervisory as defined above, but employees who were determined to constitute a community of interest distinct from the bargaining unit as mutually determined by the parties.
- G. Elected officials and their directly appointed staff.

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

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

III. Disputes Concerning Newly Created Classifications or Positions

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

IV. Disputes Concerning Compensation for Classifications or Positions allocated to the bargaining unit pursuant to II or III above.

Should a new classification be allocated to the bargaining unit, and the parties are unable to mutually agree on the compensation for the classification such dispute shall be referred to arbitrator William H. Dorsey, pursuant to the provisions of Article 15 .

V. Temporary List

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

VI. Certification of Union Officers

The President of Local 88, or his or her designee, shall provide the County with written certification of the current Union officers and staff responsible for 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 departments, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, to establish work schedules and to assign work, and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

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

I. Rights of Bargaining Unit Employees

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

II. Union Security and Check-off

A. Deduction of Union Dues and Fair Share Service Fees

1. Amount deducted each payroll period

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

a. Union dues

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

b. Fair share service fee

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

2. Administration and use of Fair Share Service Fees

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

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

Deduction of membership dues must be authorized in writing on the form provided by the Union. The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the County by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President or their designee,

within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

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

The Union expressly agrees that it will safeguard the rights of nonassociation of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee shall pay an amount equal to regular union dues through the Union to a nonreligious charity mutually agreed upon by the employee making such payment and the Union. The employee will make payment through the Union on a monthly basis. The Union will forward the payment to the agreed upon charity, and provide the employee with a copy of the forwarding letter.

5. Appointment to excluded positions

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

6. Monthly listing of new and terminated employees

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

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

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

c. All bargaining unit members who are fair share.

d. Listing of all other County employees, their classification and department.

B. People Committee Deductions

To the extent allowable by law, employees may authorize payroll deductions for the People Committee by submitting the form provided by the Union to Central Payroll. The County agrees to provide the Union by the 10th of each of month a listing of employees that are making PEOPLE contributions and amount deducted per employee.

C. Defense and Indemnification of the County

The Union agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof,

arising out of application of "Section II" of this Article. In the event any decision is rendered by the highest court having jurisdiction that any portion of "Section II" is invalid and/or that reimbursements must be made to any employees affected, the Union shall be solely responsible for such reimbursements.

III. Union Representation

A. Contract Negotiations

1. The Union's Negotiating Team shall consist of not more than ten (10) members, nine (9) of whom may be employees. County employees participating in such negotiations will be allowed to do so without loss of pay.

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

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

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

B. Employee Relations Committee Meetings

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

C. Grievances and Contract Administration

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

D. Communication with Bargaining Unit Members

1. Bulletin boards

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the

Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

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

a. County computers may be used for Union business involving E-Mail or Internet connections in the following circumstances, but only when 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 require 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 County-Union meetings, making inquiries regarding grievances, etc.

(4) On the employee's own time, for the purposes of utilizing a link on the MINT, or its successor, to reach a Union internet bulletin board site. Any such site shall be non-interactive and 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 the MINT 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:

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

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

E.Union Business

There are three forms of Union Business Leave.

1. Union Business Leave (County Paid Time):

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

2. Union Business Leave (Union Reimbursable Time):

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

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

Written notice of such time away from work shall be given to the affected employee's immediate supervisor and to the County Labor Relations Manager 5 working days in advance. The Union will make every effort to avoid disruptions of work. The Union shall reimburse the County for one hundred percent (100%) of the affected employees salary and fringe benefits (including pro-rata cost of workers compensation premiums, but excluding indirect administration or overhead charges) for straight time spent on Union activities conducted during regularly scheduled working hours. The County shall submit a quarterly statement to the Union itemizing the amount of the Union's reimbursement obligation, and may directly withdraw the amount required from a fund maintained with the County. Funds for this purpose shall be maintained in a separate interest-bearing account with an initial balance of \$22,000 to be replenished within ten (10) days upon notice from the County Labor Relations Manager whenever the amount falls below \$2,500. If the County incurs liability arising from the activities of a member engaged in Union Business during such reimbursed time, the Union

further agrees to reimburse the County for losses caused by such activities, to the extent that such losses are attributable to the acts of the employee receiving continued compensation pursuant to this section. In the event of a dispute over the causation or amount of loss attributable to the actions of Union agents, the parties agree to arbitrate such dispute under Article 18.III step 4, unless such arbitration is inconsistent with the provisions of any applicable third-party insurance indemnification agreement, or unless binding arbitration might jeopardize the availability of coverage by a third-party insurer. County employees participating in such activities will be allowed to do so without loss of pay.

3. Union Business (Unpaid) Leave:

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

F. Union Business Leave – Employment Status:

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

G. Visits by Union representatives

The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFLCIO, whether local Union representatives, District Council representatives, or International representatives, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business. 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.

V. Informational Picketing

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

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

ARTICLE 7 HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

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

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

- New Year's Day (January 1st)
- Dr. Rev. Martin Luther King Jr.'s Birthday
(3rd Monday in January)
- Presidents' Day (3rd Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Veterans' Day (November 11th), except for Library employees.
- Thanksgiving Day (4th Thursday in November)
- Christmas Eve Day - **Library employees only.** (See Addendum F for the dates on which the Christmas and New Year holidays will be observed by the Library Department.)
- Christmas Day (December 25th) or, with approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for or works on Dec. 25.

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

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

B. Hours of Paid Leave on Observed Holidays

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

1. Full-time employees on a regular work schedule

Employees working five eight-hour shifts per week shall be entitled to eight hours of leave; employees working four ten-hour shifts per week shall be entitled to ten hours of leave. Employees working 9-80 shifts shall be entitled to nine hours of leave.

2. Parttime employees

Parttime 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 halftime 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.

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. Fulltime employees on an irregular work schedule

Fulltime employees who are regularly scheduled to work less than forty (40) hours per week, or days of varying length, shall be treated as permanent parttime employees for purposes of this subsection.

C. Saved Holidays

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

1. Any Saved Holiday time which is not used by the end of the fiscal year in which it was accrued will be forfeited.

2. Saved Holiday time may be used at the discretion of the employee with the consent of his or her 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, his or her 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 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 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 or second 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 scheduled day off, the following work day will be observed as that employee's holiday.

C. Parttime Employees, and Full-time Employees Not on a Four Consecutive Day or Five Consecutive Day Work Week:

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

D. Leave:

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

III. Holiday Pay

A. An employee required to work on an observed holiday will be compensated at

oneandonehalf (1 1/2) times his or her regular rate of pay for the hours worked during the observed holiday for which the employee was eligible for holiday leave. Any additional hours will be paid at the regular rate of pay. The employee will also be granted the number of hours of leave to which he/she was eligible. The employee may elect to accumulate such leave as Saved Holiday time subject to the provisions of "Section I" above, or be paid at the employee's regular rate of pay. The election must be submitted by the employee in writing to his or her immediate supervisor on the forms so provided.

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

IV. Holiday During Leave

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

ARTICLE 8 VACATION LEAVE

I. Accrual

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

II. Table of Vacation Accrual Rates

1. <u>Years</u> <u>of</u> <u>Service</u>	2. <u>Hours Accrued</u> <u>Per Pay Period</u>	3. <u>Hours (Weeks)</u> <u>Accrued Per Year by</u> <u>Forty Hour</u> <u>Employees</u>	4. <u>Maximum</u> <u>Hours</u> <u>Accruable</u>
Less than 5	4.0	96 (2.4 wks.)	224
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

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.

B. Years of service indicated in Column 1 are continuous County service years as defined in MCPR 1-10-040 and will be adjusted for unpaid leaves of absence, or layoffs, in excess of 30 days. Part-time work will count on a full-time basis.

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

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

III. Charging

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

IV. Payoff Upon Termination or Death

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

V. Use and Scheduling of Accrued Vacation

Employees' use of accrued vacation leave shall be subject to the needs and requirements of the County. Employees shall be permitted to select one or more vacation times. The method of vacation selection shall be in accordance with Memoranda of Agreement which were initiated by the parties from each Department and introduced during the bargaining process, and are incorporated herein by reference.

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

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

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.

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 was the employee's spouse.

2. Covered health conditions

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

3. Parental leave

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

4. Occupationally related conditions

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

B. Accrual

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

C. Reporting of Sick Leave

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

D. Use of Sick Leave During Leave

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

E. Time Charging for Sick Leave

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

F. Saved Holiday Bonus for Limited Use of Sick Leave

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

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

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

II. Use and Misuse of Leave for Sick Leave Purposes

A. Counting Against FMLA, OFLA Entitlements

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

B. Legitimate Use

1. Verification of use

a. Pursuant to Multnomah County policy, Management must require the completion of a certification form by the employee's health care provider and any other

verifications required for under the provisions of the FMLA, OFLA, or their successors.

b. Management may require medical verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:

- i. the employee has been absent for more than three days;
- or
- ii. the employee has exhausted all sick leave; or
- iii. the employee has had five or more events with less than 24 hours notice in a six month period; or
- iv. management reasonably believes that the absence may not be bona fide.

2. Discipline

Subject to the limitations of law, including but not limited to those of the FMLA, 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

- i. Use of accrued sick leave, without abuse of such leave, will not be cause for discipline.
- ii. 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 his or her job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA):
 - (a) require the employee to take continuous leave; or
 - (b) change the employee's work assignment for six 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:

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

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

iii. Whether there is a likelihood of improvement within a reasonable period of time based on credible medical evidence.

iv. The particular attendance requirements of the employee's job.

v. 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 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 will be taken in the following order:

a. Paid leave until it is exhausted; employees will determine what order paid leave is used;

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 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 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 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), 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

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

b. The County will pay for COBRA medical and dental insurance

coverage for a period of up to six months beyond the month in which benefits would normally terminate for an employee with an approved long-term disability claim. However, employees who "opt out" of benefits coverage under the provisions of Article 11, "Section I.D" of this Agreement will not be eligible for continued Countypaid coverage under this subsection.

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

B. Catastrophic Leave Program

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

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

B. Failure to Return from Leave

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

II. Judicial Leave

A. Jury Duty

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

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

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

4. An employee may be scheduled to work Monday through Friday, eight hours per day, on day shift, for the duration of jury duty with less than ten days' notice. An employee may also be returned to his or her pre-jury duty schedule with less than ten 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 will be treated as time worked for pay purposes under the following conditions:

- The time served occurs during regularly scheduled working hours; and
- The employee is subpoenaed to testify; and
- The employee submits witness fees to Payroll upon receipt.

2. 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.

III. Military Leave

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

I IV. Bereavement Leave

An employee shall be granted not more than three (3) days leave of absence with full pay in event of death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as his or her spouse or domestic partner, parents, step-parents, children, stepchildren, siblings, step-siblings, grandchildren, grandparents, brothers-in-law, sisters-in-law and the parents, step-parents, children, siblings, step-siblings and grandparents of his or her spouse or domestic partner. Immediate household shall be defined as any person residing at the employee's residence on a regular basis.

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

V. Personnel Examinations/Interviews

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

VI. Inclement Weather and Natural Disasters Policy

The County reserves the right to establish policy with respect to attendance at work during inclement weather or a natural disaster, and further reserves the right to determine whether or not an event qualifies as such an event under the terms of any such policy. Any time an employee is unable to be at work as scheduled due to such an event, may, at the employee's discretion, be charged to:

- Vacation leave
- Saved holiday time
- Compensatory time
- Leave without pay

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

ARTICLE 11 HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Employee Benefits Board

By memorandum of agreement dated March 4, 2004 the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 18, 2003; which is as follows:

a. History

The goal of a governance structure is to enable the Employee's Benefit Board (EBB) and the County to continue to achieve their goals. The governance document establishes protocol of the governing board and a systematic approach to a cooperative labor-management forum.

b. Membership

Voting Membership of the EBB shall consist of:

- One representative from each bargaining unit of County employees as provided for in their respective collective bargaining agreement;
- One management representative appointed by the Chair who represents the interest of the employer, and
- One non-represented employee appointed by the Chair who represents those employees who are exempt from collective bargaining.
- An alternate to the designated representative may attend and vote.
- Each voting member will have one vote to cast.

c. Membership Training

Members will be provided training associated with the EBB. The Health Fund will sponsor training opportunities for members (by selecting training, paying the tuition and/or administration fees, and travel expenses to and from the event, if held outside of the Portland Metropolitan area); and reimburse employee members for per diem costs associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training. Training will be provided to:

d. Membership

Three Members/year

Local 88, ONA, MCCOA, Deputy Sheriff (MCDsA), Non-represented

Two Members/year

Local 701, Management, Juvenile Custody Workers, IBEW (Local 48), Painters

e. Membership Role

The role of the membership is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Participate in EBB meetings;
- Discuss and make recommendations with regard to County health and welfare benefits;
- Vote on proposals, if appropriate;
- Attend approved training and educational forums related to Health Benefits;
- One EBB member per voting membership may be a member of the International Foundation of Employee Benefits; and
- At the request of the EBB Administrator or Benefits Administrator, may participate in other EBB activities.

f. EBB Administrator and Benefits Administrator Role

The EBB Administrator and Benefits Administrator shall be non-voting members.

The role of the EBB Administrator is to:

- Facilitate the EBB, preside over meetings and propose and implement any changes;
- Provide a forum and opportunity for training and education of the EBB members;
- Ensure that the EBB adhere to legal mandates; and
- Provide data as requested by the EBB

The role of the Benefits Administrator is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Serve as the Administrator for the County Health and Welfare Programs;
- Obtain, coordinate and direct the use of technical consultants and vendors;
- Ensure that the Health and Welfare Program adhere to legal mandates;
- Manage the Health Fund;
- Provide data as requested by the EBB
- Oversee other benefit programs which promote health and welfare benefits for County employees; and
- Track claims experience by bargaining units.

g. Legal Responsibilities

The Health Plan is subject to various legal mandates that protect the benefits of plan members. These legal mandates create a set of standards that apply to public entities concerning plan administration, management, or plan design and, in particular, communication of the benefit plans contents or changes. Only the Human Resources Division Benefits Unit, will have actual legal authority to convey plan documents and benefits to plan members. Other information issued by EBB shall be for information purposes only and not binding upon the plan. Changes mandated by law shall be carried out by the EBB Administrator and Benefit Administrator and discussed with the EBB no later than the next scheduled EBB meeting.

h. Meeting Process

The meetings shall comply with any applicable law. Meetings require attendance of one-

half of the voting membership to be considered a quorum. The meeting minutes will record the following:

- 1) Members present,
- 2) Motions, proposals and their dispositions,
- 3) Results of all votes and the vote of each member by name and the organization that they are representing;
- 4) The substance of any discussion on any matter; and
- 5) A reference to any document discussed at the meeting.

The forgoing shall not apply to discussions pertaining to changes to collective bargaining agreements.

i. Voting

A formal vote is required for plan changes and administration of the Employee Health and Benefit Programs. A formal vote is defined as a public vote where each vote must identify the member voting, and the vote must be announced. A formal vote to change or amend plans must consist of a positive vote from a majority of no less than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the EBB Administrator may read the vote at the meeting. In the alternative, if insufficient votes are cast due to the absences of voting members, missing votes may be recorded at the next meeting.

j. Proposals

The EBB Administrator may propose to the EBB any changes or actions specific to his/her role identified above. The EBB voting members may propose benefit plan changes via any five EBB voting members. Prior to submission to the EBB Administrator, the five members must unanimously approve the proposal. The written proposal must be submitted two weeks in advance of the next EBB meeting, unless the EBB Administrator waives the deadline. The proposal will identify the specific changes and how it meets the County's Health Plan interests.

If the proposal is passed by the EBB, the EBB Administrator may either a) accept the proposal; b) provide two alternate proposals or c) reject the proposal at the following meeting. In the case of "c," the EBB Administrator shall submit the proposal to the County's Chair for a final determination of whether or not the proposal will be implemented. The Chair's decision is final and will be communicated back to the EBB via the EBB Administrator.

k. Meetings per Calendar Year

The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the EBB Administrator. When a vote is on the meeting agenda, voting members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

l. Health Fund

The Health Fund will be funded by:

- 1) Full-time employees: Monthly contributions paid by Departments for medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.
- 2) Part-time employees: Monthly contributions paid by Departments for medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth below shall be applied.
- 3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and
- 4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and
- 5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.
- 6) The health fund balance as of July 1, 2004, shall be equal to the ending balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the EBB membership and the County unless a dispute is raised within 120 days of distribution. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund in a subsequent plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.
- 7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund expenses shall consist of the following cost items necessary to administer the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses shall be calculated annually according to generally accepted accounting standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses, Opt Out Reimbursements as specified in an EBB Memorandum of Understanding adopted December 19, 2002 and other miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

m. Eligible Employees

The Health Fund is comprised of those items listed under Health Fund above that

directly can be attributed to the provision of health, vision and dental insurance for County employees, their eligible dependents and those that have COBRA rights.

Full-time Employees- Employees who are regularly scheduled to work at least 32 hours per week or if scheduled to work at least 30 hours on a 10-hour per day schedule. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer the same benefits as offered in plan year 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option.

Part-time Employees- Employees who are regularly scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of charge for them and their eligible family members. The employee may elect to a different County provided medical plan option by paying the difference in cost from the Major Medical Plan to their selected plan based upon the coverage level. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan

The Dental Plans will offer the same benefits as plan year 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option. Part-time employees will pay one-half of the dental premiums.

n. Opt-out Reimbursement-

Full-time and part-time employees may elect to opt-out of medical coverage upon proof of other coverage. Medical opt-out reimbursement for full-time employees is \$150 per month and \$75 per month for part-time employees. Opt-out reimbursements may be changed by the Employees' Benefits Board. There is no refund currently associated with dental opt-out.

o. Plan Document

The Plan Document shall set forth the dates, times, eligibility, default enrollment and administration of benefit coverage for the medical and dental plans. Other items that will be included are coverage dates for FMLA, leave of absences, COBRA, flexible spending accounts, and reinstatement provisions.

p. Retirees Health Fund/Benefits

The health and welfare plan of the retirees is not subject to the governance or funding of the EBB.

q. Cost Sharing for Medical/Vision and Dental Plans

The cost of health insurance is driven by many external factors outside of the control of the County and the EBB. It is the mutual interest of both parties to ensure that health care costs are reasonable and somewhat predictable. Sharing costs and building financial safeguards that protect both the employees and the County from open-ended risk is the objective of the cost sharing agreement. The County and EBB members agree to the following:

July 1, 2004 – Full-time Employees

- The County pays the July 1, 2003 plan year's County departmental contribution rate (prior to the buy-down), plus
- CPI-W* of the July 1, 2003 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2004, plus
- 50% of any remaining increase.

July 1, 2004 – Part-time employees

- The County pays \$350.00.

July 1, 2005 – All employees

- The County pays the July 1, 2004 plan year's County departmental contribution rate (prior to any buy-down), plus
- CPI-W* of the July 1, 2004 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2005, plus
- 50% of any remaining increase.

July 1, 2006 – All employees

- The County pays the July 1, 2005 plan year's County departmental contribution rate (prior to any buy-down), plus
- CPI-W* of the July 1, 2005 County departmental contribution rate, plus
- 5% of the monthly Kaiser medical premium in February of 2006, plus
- 50% of any remaining increase.

If in any plan year the self-funded plan premium equivalents and Kaiser dental plan increases are less than CPI-W, and/or the Kaiser medical premium increase is less than CPI-W plus 5%, that portion of the County contribution will go toward building the Health Fund.

CPI-W is defined as the annual percent increase in CPI Portland Urban Wage Earners and Clerical Workers Cost of Living Index- Second Half.

Employees will pay no more than 10% of the total premium costs in any plan option and any coverage level unless agreed to by the EBB. To the extent the employee's contribution exceeds 10% of the premium, the County will pay the premium excess above the 10% from sources outside of the Health Fund. Employee's contribution shall be based upon a tiered structure with each plan experience rated separately.

If any one plan option increases more than 25% for a plan year, the EBB will agree to either have the employees pay for the amount of the premium above the 25% or reduce the benefit plan to a level that would reflect no more than a 25% increase level. If no agreement can be reached, the County may agree to either pay for the additional premium or change the benefit plan to a level that would reflect no more than a 25% increase for that plan year.

Also, if any one plan other than the Major Medical Plan, has less than 5% of the County employees enrolled, the County may remove that plan option at the end of the plan year.

r. LTD/STD

The Long Term and Short Term Disability Insurance is not subject to governance by the EBB.

s. Summary of Governance and Long Term Resolutions

With this agreement, it is the intent of the parties to continue developing a cooperative labor-management forum for managing Multnomah County employees' health and welfare benefits. This forum will allow the EBB to effectively address the impact of technology, the escalation of costs, legal mandates, and the need for quality health care. If at such time in the future, the EBB is unable to meet its goals and objectives, thus not meeting the interests of the County or participating unions, the EBB may be dissolved by resolution or by withdrawal of members. It is the intent of the EBB to incorporate this agreement into each collective bargaining agreement of participating bargaining units, subject to the ratification of this agreement by each bargaining unit. Nothing in this Governance Agreement is intended to: waive or modify the rights of participating labor organizations to bargain collectively over health and welfare benefits for their members, at the expiration of this agreement, or prevent withdrawal from this governance agreement, at the expiration of this agreement. Any labor organization that withdraws from this Governance Agreement, at the expiration of this agreement, shall lose its rights to participate in, or vote on, matters governed by the EBB.

In the event that there is a conflict between Section 1(A) above and/or any other section of this Article and governance structure of December 21, 2000, the governance structure language as accepted by the Union on March 22, 2001 shall supersede.

B. Part-time employees

Part-time employees who work full time (at least .8 FTE) for six consecutive pay periods will be reimbursed, as if they were entitled to full time benefits (does not include Major Medical Plan Option reimbursement), for premium payments made to the County for those payroll periods, adjusted for taxes. However, such payment will be made only upon written request within 90 days of the last payroll period of full-time work.

C. Retirees

Provisions governing retiree participation in County medical and dental plans are in Article 16, "Section VI".

D. "Optout": Cash in Lieu of Medical/Vision Benefits

1. "Opt-out" payment amounts

a. Full-time employees

Full-time employees may elect to "opt-out" of County medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article. Full-time employees who "opt out" of medical/vision benefits coverage may still receive dental benefits; a dental benefits "opt-out" payment is not available.

b. Part-time employees

Parttime employees who certify themselves as covered under another medical/vision plan may elect to “opt-out” of County medical/vision benefits coverage per the provisions of Section 1.A.(m) of this article. Part-time employees may opt out of medical/vision coverage and still elect County dental coverage by paying for one half of the premium for such coverage.

2. Loss of non-County coverage

If an employee who has “opted out” of County coverage loses his or her nonCounty coverage, he or she may enroll in the County plan within ninety (90) days of losing the nonCounty coverage based upon a qualifying event as prescribed by the Plan document can do so without waiting for the annual Open Enrollment period. County coverage will be effective the first day of the month following receipt of the enrollment form by Employee Benefits.

E. Default Enrollment

Full time Employees who fail to submit an enrollment form for "Optout" or for the medical/vision and dental benefits plans described in “Section I.A” above within 31 days of hire or at other times as determined by the Employee Benefits Office will be enrolled in the County’s Major Medical Plan and ODS dental plan by default. Default plans may be other than Major Medical Plan and ODS dental plan, if so authorized by the Employee Benefits Board process. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment. Part-time employees shall be enrolled in the Major Medical Plan or its authorized successor.

F. Eligible Dependents

1. Spouses and domestic partners

a. Enrollment

Employees may enroll spouses and domestic partners in County medical and dental plans upon completion of the County’s Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouses and domestic partners must be enrolled in the same plan as the employee.

b. Definitions

i. A “spouse” is a person to whom the employee is married under Oregon law.

ii. A “domestic partner” is a person with whom the employee:

- Jointly shares the same permanent residence for at least six months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the Multnomah County partnership registry,

the six month waiting period is waived; and

- Has a close personal relationship.

In addition, the employee and the other person must share the following characteristics:

- Are not legally married to anyone;
- Are each eighteen years of age or older;
- Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

bar marriage in the State of Oregon;

- Were mentally competent to contract when the domestic partnership began;
- Are each other's sole domestic partner;
- Are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

c. Termination of coverage

Employees must remove a spouse or domestic partner from coverage within 90 days of divorce, or annulment, or dissolution of the domestic partnership. Employees who fail to remove an ineligible spouse or domestic partner within 90 days will be required to reimburse the County for claims paid after the 90 day window, or be taxed on the benefit, or both as determined by the Benefits Administrator guidelines and procedures.

2. Children

a. Enrollment

Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the medical and dental insurance plans described in "Section I". Children must be enrolled in the same plans as the employee.

b. Definition

"Eligible children" includes any unmarried biological or adoptive child under the age of 23 who is a dependent under the federal tax code and chiefly supported; or a court appointed ward; or anyone under the age of 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over the age of 23 who became permanently disabled prior to the age of 23, and the children of children who are currently enrolled.

c. Termination of coverage

Employees must remove from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within 90 days of disqualification. Employees who fail to remove an ineligible child within 90 days of disqualification will be required to reimburse the County for any claims paid after the 90 day window, or be taxed on the benefit, or both as determined by the Benefits Administrator guidelines and procedures.

G. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by medical and dental benefits the first day of the month following hire, provided the employee has submitted an enrollment form to the Employee Benefits office prior to that date. Employees who submit a form after the first day of the month following hire, but within 31 days of hire, will be covered the first day of the month following receipt of the form by Employee Benefits Office. Employees who do not submit a form within 31 days of hire will be covered the first day of the month following default enrollment.

2. Benefits coverage for terminating employees

a. Retirees

i. County-subsidized coverage

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

ii. Unsubsidized benefits

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

b. Other terminating employees

i. County-subsidized coverage

If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, medical/vision and dental benefits toward which the County has contributed will lapse at the end of that calendar month. If such work day in pay status falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Unsubsidized benefits

Terminating employees may continue to participate in 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' benefits coverage will not be affected by unpaid leaves of absence of less than 30 days' duration.

b. FMLA/OFLA leaves

The County will contribute toward medical/vision insurance coverage during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA, the County will contribute to the same benefit plan elected by the employee prior to the approved leave. During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage. In addition, the County will continue the same plan and monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid leave of absence per “Subsection c.i” 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

i. Lapsing of County-subsidized coverage

If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month coverage toward which the County has contributed will lapse at the end of that calendar month. If such work day in pay status falls after the fifteen (15th) of the calendar month, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Unsubsidized benefits

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

iii. Continuation of benefits upon return from a leave of absence without pay

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

(b) Employees returning from unpaid non-FMLA/OFLA leave in the following July to June plan year may enroll in different plans within 31 days of their return. If enrollment forms are received on the first day of the month, the changes will be effective that day; otherwise, changes will be in effect the first day of the month following receipt of the forms.

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 pretax 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 care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan number 502.

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 onthejob 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. Successor Insurance Plans

In the event that either party elects to terminate the Employee Governance Structure in accordance with the Governance Structure guidelines, or any of the above insurance plans are no longer provided by the County, the County, following consultation with the EBB, agrees to provide to affected employees a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level. It is recognized that in accordance with Section 1.A. (Employee Benefits Board) of this article that insurance plans may be modified, plans added and plans eliminated during the term of this agreement.

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 Act.

II. Seniority

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

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

C. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.415, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

III. Probationary Employees

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

IV. Supplemental Benefits

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

A. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim. For employees with approved claims, supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as sick leave if such days would have been work days.

V. Denied Claims

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

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

C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 11, Health and Welfare, he or she will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six 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 his or her dependent(s) from the first day of occupational disability, subject to the limitations of Article 11, Health and Welfare, if any, for a period of one 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 days' notice to affected employees, and with less notice in the following circumstances:

- Such notice is voluntarily waived in writing by the employee(s); or
- For the duration of an emergency.
- Should management determine that it needs to reduce a position(s) hours, management will first, in order of job class seniority, look for qualified volunteers within the work unit. If there are no volunteers, then such reduction shall be in reverse order of job class seniority of qualified employees. Exceptions to job class seniority preference assignment may be made in the following situations:
 1. When an employee with less job class seniority is substantially more qualified for the reduced position;
 2. Where bona fide job-related requirements for a balance of experienced and non-experienced personnel exist between shifts or assignments in a work unit.

II. Right to Compensation for Regularly Scheduled Hours

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

III. Work Days and Days Off

A. Scheduling Requirements

1. Employees working 40 hours per week

a. Employees working five eight-hour days a week will be scheduled to work five consecutive days with two consecutive days off. Employees working four ten-hour days a week may be scheduled to work four consecutive days or may be assigned to a split work week but will be scheduled with two consecutive and one non-consecutive day off.

b. **Alternate Work Week Schedules** Alternate work week schedules are defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon, or beginning on 12:01 p.m. on Friday and ending on the following Friday at 12:00 noon; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and is four (4) or five (5) consecutive days beginning on 12:01 a.m. Monday and ending on the following Sunday at 12:00

midnight. 9-80s would be considered an alternate work week schedule. Article 7 governing holiday observance will apply-

2. Employees working less than 40 hours per week

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

B. Changing Scheduled Days of Work and Days Off

1. Voluntary changes

a. 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 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.

b. Shift Trading

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

1. Exchanges do not conflict with a department's operational needs;
2. Exchanges do not require involuntary scheduling changes on the part of other employees;
3. Exchanges do not make the County liable for OT under the FLSA.

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

2. 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 day transition period:

a.. Employees who are scheduled to work more than five days in a row without a day off will be paid at the time-and-a-half rate for all hours worked on the sixth and subsequent days until their next scheduled day off. Days worked immediately prior to the transition period will be included in the five-day requirement of this subsection.

b. No employee normally scheduled to work forty 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 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.

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

2. Employees working less than forty hours a week

Employees working less than forty hours a week will be scheduled to work four 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 or more hours a day are entitled to a fifteen minute break during the first half of the work day, and another during the second half, provided that the break in the second half of the work day is required only if the employee is scheduled to work more than two hours after the previous break or meal period. Breaks for employees scheduled to work eight or ten 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 hours a day are entitled to one fifteen minute break to be scheduled by management.

2. While working overtime

Employees scheduled to work eight or more hours who are expected to work one and a half or more hours after their scheduled quitting time are entitled to a fifteen 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 more than six hours in a work day will include a meal period. An employee who has worked eight or more hours in a work day and who works two hours beyond his or her regular quitting time is entitled to a second 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 minute meal period unless they request and management approves a one-hour meal period. Management may rescind approval for a one-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 or more hours will be scheduled in the middle of the work day whenever practicable.

ii. When a one-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.

3. Paid meal periods: continuous duty schedules

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

D. CleanUp Time

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

"leave early time".

V. Flexible Work Schedules

A. Exceptions to the Requirements of This Article

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

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

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

VI. Uniform Time Charging Provisions

A. Rounding Rule

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

0 - 7 minutes rounds to 0 hours

8 - 15 minutes rounds to 1/4 hour

B. Applications

1. Lateness

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

2. Working over

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

3. Leaves

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

4. Work day

The above provisions shall not be construed as a right for management to

extend the end of the working day beyond the normally scheduled ending time.

ARTICLE 14 COMPENSATION

I. Wage Adjustments

A. July 1, 2004

Effective July 1, 2004 the rates and ranges of employees covered by this Agreement shall be increased two and three tenths percent (2.3%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I. Wage Rates Effective July 1, 2004 which by this reference is incorporated herein.

II. Pay Periods

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

III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours/Days

A. Reporting After Hours/Scheduled Day Off (Including Facilities Management Employees)

Any employee who returns to work at the direction of management outside his or her regularly scheduled working hours or on a scheduled day off, shall be paid for a minimum of four (4) hours at the straight time, time-and-a-half, or double time rate according to the provisions of "Section IV" below; provided that an employee who stays at work at the end of his or her scheduled work day or who begins his or her scheduled work day early shall not be eligible for this minimum. It is the understanding of the parties that the four-hour period for a Call-In commences with the acceptance of the call-in assignment and ends four (4) hours later.

B. Receiving Work Telephone Calls at Home

Any employee who is called at home or a location other than their job site for work related business during their off-duty time, and is not required to report to a work site, shall receive one (1) hour pay at the appropriate rate according to the provision of Section IV below. Multiple calls less than twenty (20) minutes between the end of the 1st and beginning of the 2nd (or more) calls will be considered one (1) call. This provision does not apply to telephone calls regarding work scheduling and or worksite directions.

C. Off Duty Telephone/Computer Work at Home

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

D. Cancelled Court Appearance on Day Off.

When an employee is required to make a court appearance as a result of their job on his/her regularly scheduled day off, and such court appearance is cancelled and the employee is not notified of the cancellation by or on the employee's last scheduled work day prior to the scheduled court appearance, then the employee shall receive two (2) hours pay according to the provisions of Section IV below even though the court appearance was cancelled.

IV. Overtime

A. Time and One-Half

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

1. In excess of eight (8) hours in any work day for a five-day, forty-hour aweek employee; or
2. In excess of ten (10) hours in any work day for a fourday, forty-hour aweek employee; or
3. In excess of forty (40) hours in any FLSA work week.

B. Double Time

All work performed on an full-time employee's scheduled second or third 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 scheduled day of rest will be paid at the rate of one-and-one-half (1 1/2) times his or her normal rate.

Part-time employees who work in excess of 48 hours in an employee's FLSA work week shall be compensated at the double rate for all such hours in excess of 48 hours.

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. Premium Pay in the Computation of Pay Rates

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

3. 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.

4. 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.

5. Discipline for unauthorized overtime

Employees working unauthorized overtime may be subject to discipline.

6. No suspending work to avoid overtime

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

7. Compensatory time

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

- The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.
- Accrued compensatory time off may be used at the discretion of the employee with the supervisor's consent.
- In the event the employee terminates for any reason, accrued compensatory time shall be paid off in cash to the employee or his or her heirs.
- Flexibility during the work week made at the employee's request is not subject to this section and is solely governed by Article 13, "Section V.B"

V. Shift Differential

A. Payment of Shift Premiums

1. Hours and amounts

The County and the Union recognize that a work week may contain three different shifts: day, swing, and graveyard. The County agrees to pay the following shift premium pay in addition to the established wage rate to employees who are

scheduled to work eight or more hours in a work day:

a. Swing shift premium

An hourly premium of seventy-five cents (\$.75) to employees for all hours worked on shifts beginning between the hours of twelve (12) noon and seven (7) p.m.; or

b. Graveyard shift premium

An hourly premium of one dollar (\$1.00) to employees for all hours worked on shifts beginning between the hours of seven (7) p.m. and six (6) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6) a.m.; or

c. Relief shift premium

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

2. Definition of relief shift

A relief shift occurs when an employee's work week 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 twentyfour (24) hour notice of shift assignment.

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 E.

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 his or her supervisor.

As soon as the overpayment is known, the County will make every effort to recover such overpayments, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager.

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. On-Call Pay

On-Call duty assignments

A. Voluntary On-Call

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

B. Involuntary On-call (FLSA Exempt)

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

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

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

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

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

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

purposes.

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

X. Market and Equity Adjustment Fund and Process

There is a joint understanding by the parties that market forces during the last decade have had a variable effect on the relative market standing of many of the classifications in the bargaining unit. It is further recognized that independent in whole or part from market issues, there exist a certain number of anomalies and equity issues within the compensation system. To address these anomalies and equity issues of the County compensation system, the parties agree to a classification and compensation system review of classifications through a joint labor/management committee.

A. Joint Labor Management Compensation Committee (the Compensation Committee)

There shall be established a Joint Labor Management Compensation Committee to review mutually agreed upon classifications for the purpose of compensation adjustments and classification review that may include updating job descriptions. The composition of this committee will include but may be supplemented or changed by mutual agreement:

1. County

Two representatives from Human Resources, one from Labor Relations and two departmental management representatives. The Chief Spokesperson for the County shall be designated by the Director of Support Services.

2. Union

The Union Representative and four appointed bargaining unit employees..

B. July 1, 2004- May 1, 2005 and July 1, 2005 Increases.

During the period July 1, 2004 – May 1, 2005, the committee will identify job families or isolated classifications which would appear to be candidates for closer study based on such specifiable factors as recruitment data, internal alignment data or other factors as mutually agreed by the members of the committee. Based on the classifications identified by the committee to be reviewed, a formal salary survey and classification review will be performed by the County on the classifications identified by the committee. The data resulting from this survey, the funding limitations provided by "Section"E", below, will lead to a County recommendation for increases for effective July 1, 2005. The recommendations will be presented to the Union as completed or no later than May 1, 2005. Unless mutually agreed

between the County and Union, all such increases will be in fixed “across the board” percentage terms of the June 30, 2005 rates and ranges for the affected classifications, although the amount of the percentage increases will vary, or may be 0%, depending on the strategy and priorities of the study. For example, the study may recommend a 2% increase on the June 30 rates for a certain classification; this combined with the percentage increase resulting from application of the CPI provision of “Section I” of this article would result in the total percentage increase on the June 30 rates for that classification. The County Recommendation for 2005 will be implemented unless modified by mutual agreement during the Committee discussion, or unless the Union notifies the County in writing within 30 days of a recommendation or no later than June 1, 2005 that the County Recommendation is rejected, in which case the Default Option cited in “Section D” below will be implemented.

C. Funding and Amount of Increase

1. May 2005

The amount of funding available for the May 1 2005 County Recommendation shall be no more than one-half (.5%) of one percent of the budgeted base for all positions allocated to this bargaining unit as calculated by the Budget Manager from the Approved Budget for FY 2004 - 2005, not including any CPI increase for July 1, 2004. Costing calculations against this amount will default to Step 1 for all vacancies.

2. July 1, 2005 - June 30, 2006

The amount of funding available for the July 1, 2005 County Recommendation shall be negotiated with the 2005-2006 reopener. Funding not used July 1, 2005 shall by mutual agreement be carried over to be available January 1, 2006.

D. Default Option

The Union and the County realize that the existing compensation arrangements are jointly owned as a product of a series of contracts that have been freely entered into. There is also a joint recognition that any process such as the above which is not, and cannot be, precisely specified in advance, must involve a concerted effort of discussion to be successful, and must be disciplined by a default option; therefore:

If the County Recommendations effective for July 1, 2005, are rejected, the County's obligation shall be void with respect to this entire plan except that the CPI increase provided for in “Section I.D” above shall be increased by adding one quarter of one percent (.25%) to the percentage increase resulting from the CPI formula as adjusted.

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 differential of four percent (4%) over base rate will be paid to employees in positions which specifically require, and 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.

Effective July 1, 2004 a joint labor-management bilingual pay committee will be created with 5 members from the union, appointed by the Local President, and 5 members from management. The committee will develop guidelines for determining bilingual positions; define interpretation and translation skills and research cost neutral ways to assist employees who want to develop language skills. The Committee will submit its recommendations to the bargaining team no later than April 1, 2005.

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 Anniversary Dates

A. New Employees and Rehires

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

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

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

B. Step Increases

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

C. Promotion

1. Definition

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

2. Pay adjustments upon promotion

a. The base pay of a newly promoted employee will be at least one step higher than his or her base pay in the lower classification, unless such an increase puts him or her beyond the top of the higher range. A one step increase is defined as the percentage difference between the final two 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 step in the higher range, the employee will be paid at the first step rate.

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

d. If the employee's base pay in the lower range plus one 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 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. Anniversary date upon promotion

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

4. Failure to complete probationary period after promotion

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

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

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

D. Demotion

1. Definition

A demotion is an appointment to a classification with a lower top step than in the preceding classification.

2. Pay adjustments upon demotion

a. Employees demoted for other than disciplinary reasons will receive the rate of pay in the lower pay range that causes the least reduction in base pay. No

demoted employee shall receive an increase in base pay.

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

3. Anniversary dates upon demotion

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

E. Transfer

1. Definition

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

2. Pay adjustments upon transfer

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

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

3. Anniversary dates upon transfer

The employee's anniversary date will remain unchanged.

F. Reclassification

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

G. 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 he or she was on when he or she left the classification.

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

2. Anniversary dates upon reinstatement

The anniversary dates of reinstated employees will be adjusted so that if the time spent away from the classification exceeds 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 he or she is assigned in writing by a supervisor 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 step of the higher range.

3. Paid leave and work out of class

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

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

B. Temporary Appointments

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

1. Appointment to a higher classification in the bargaining unit

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

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

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

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

2. Appointment to a non-bargaining unit classification

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

a. The employee's salary will be set according to the Personnel Rules governing promotions to non-bargaining unit positions; the employee's salary in the temporary appointment will be increased subsequently by the percentage or fixed dollar amount of any COLA negotiated by the Union and other applicable increases to the pay of to the employee's permanent bargaining unit position as long as it does not exceed the maximum of the pay range in the temporary appointment classification;

b. The employee shall receive on the employee's anniversary date, an increase in pay equivalent to the percentage increase the employee would have received in the permanent position, provided that the increase does not exceed the maximum of the pay range in the temporary appointment classification

c. The employee is not eligible to receive overtime pay, shift differential, or other forms of pay not available to permanent employees in a non-bargaining unit classification;

d. The employee's health and welfare benefits plan will not change;

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

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

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

IV. Reclassification

A. Definition

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

B. Procedure

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

2. The Central Human Resources will notify the Union when it initiates a

study.

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

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

5. Wage increases resulting from an upward reclassification will be effective retroactively to the date of the reclassification request. However, the Human Resources Manager or his or her designee may authorize retroactivity up to six months prior to the date of the request.

C. Pay Adjustments Upon Reclassification

1. If the employee's rate of pay is below the minimum for the new classification, his or her pay will be raised to the minimum rate.

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

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

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

D. Resolution of Reclassification Disputes

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

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

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

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

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

V. Establishing Wage Rates for New Classifications

A. Method of Determining Wage Rates

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

1. Subject the classification to a point evaluation in accordance with the Job Evaluation Manual: Multnomah County, prepared by Ralph Andersen and Associates, May 31, 1990.
2. Assign a range which is reasonably related to wage ranges for comparable positions within the County but which is no more than 12.28% above or 12.28 % below the Policy Pay Line developed during the classification review of 1990 and adjusted for subsequent general increases.
3. The Central Human Resources may, at its discretion, assign rates higher than those indicated in "Subsection 2" above if such rates are indicated by conditions in comparable labor markets for workers in comparable classifications.
4. The Central Human Resources shall notify the Union of the range and its effective date.

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

1. Within ten (10) working days of receiving notice from Central Human Resources, the Union may notify the County's designee for labor relations of its desire to discuss the appropriateness of the pay range assigned.
2. If the parties are unable to reach agreement on a wage range, the matter will be resolved under Article 18 at Step 4 of the grievance procedure.
 - a. At Step 4 the arbitrator may either affirm that the pay range assigned by the County satisfies the requirements of "Section A" above, or specify the parameters within which a range would satisfy the criteria.
 - b. The arbitrator's decision will be final and binding and will be retroactive to the effective date established in the County's notice, per "Section V.A.4" above.

VI. Market Adjustments

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

VII. Permanent Arbitrator

Owing to the technical expertise required to adjudicate disputes relating to classification allocations and the establishment of pay rates, the parties agree to maintain William H. Dorsey as arbitrator. The Parties agree to select an alternate West Coast arbitrator with such technical

expertise during the life of this Agreement.

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 /OPSRP Pick-up**

The County shall "pick up" the employee contribution to PERS or OPSRP as permitted by ORS 238.205(5) (a) and ORS 238.330. Should for any reason the ORS 238.205(5) (a) or ORS 238.330 "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(6) and ORS 238A335(1) and (2) (a), 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**

Pursuant to ORS 238A.340, the employer agrees to make employer contributions to the individual account program of its OPSRP members in an amount equal to 6% of salary.

V. **Library Association of Portland (LAP) Retirement Plan**

The County shall continue as plan sponsor for transferred Library Association of Portland employees. The County shall have the sole, exclusive, and non-grievable discretion to choose the administrative mechanism for dealing with the Plan.

VI. 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 (Central Human Resources), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

E. Eligibility for County Payment of One Half of Premium

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

1. Payment at 58

The County shall pay onehalf (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fiftyeighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixtyfifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

five (5) years of continuous County service immediately preceding retirement at or after age fiftyeight (58) years, or

ten (10) years of continuous County service immediately preceding retirement prior to age fiftyeight (58) years, or

2. Payment at 55 or earlier

The County shall pay onehalf (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fiftyfifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixtyfifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had

- (a) Thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however that employees employed on or before July 1, 1992, who are eligible for PERS regular retirement with 30 years of PERS service and twenty (20) years of County service shall be eligible for County payment of half the medical premium without waiting until age fiftyfive (55) or
- (b) Ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

F. Eligibility for Medicare

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

G. Part-Time Pro-rating

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

H. Requirement to Continuously Participate

In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if the retiree has directed the County's collection agent to invoice or electronically transfer funds (EFT) from his or her account. The Central Human Resources shall inform the

retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least fortyfive (45) days prior to the effective date of such change.

I. State and Federal Tax Offset

In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 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 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 permanent, nonprobationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure set out in Article 18.

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

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

C. Other

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

IV. Manner of Accomplishing Reprimands

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

V. No Abridgement of Rights

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

she shall be afforded Union representation.

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

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

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

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

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

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

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

5. Submissions at each step of the grievance procedure will be considered timely if they are mailed or delivered by 11:59 p.m. of the last day. Timelines at any stage of the grievance procedure may be extended by mutual agreement between the County and the

Union.

D. Grievances will be filed at Step 1 of the grievance procedure (see “Subsection 3” below) with the following exceptions:

1. The County and the Union mutually agree to filing at a higher step.
2. Disciplinary grievances will be filed with the manager or supervisor who imposed the discipline. If he or she is the department director, the grievance will be filed at Step 2.
3. The following types of grievances will be filed at Step 3:
 - a. Grievances regarding the calculation of seniority per Article 21, Seniority and Layoff, “Section VII.B.1”.
 - b. Grievances regarding reclassifications per Article 15, Classifications and Pay Ranges, “Section IV.D”.
 - c. Grievances regarding changes in existing conditions per Article 24, General Provisions, “Section IV.C”;
 - d. Grievances regarding work rules per Article 24, General Provisions, “Section III.D”.

III. The Steps of the Grievance Procedure

Step 1. The Immediate Supervisor:

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

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.

Step 2. The Department Director:

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

Step 3. Labor Relations:

Grievances submitted at Step 3 and grievances unresolved at Step 2 may be presented by the grievant or his or her Union representative to the Labor Relations Manager or his or her designee. Unresolved grievances must be submitted within fifteen days after the response is

due at Step 2. Labor Relations will respond in writing to the grievant or his or her Union representative within fifteen days of receipt.

Step 4. Arbitration:

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

After the grievance has been submitted to 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 the Union and the County from agreeing upon a permanent arbitrator or permanent list.

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

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

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

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

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

the arbitrator.

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

IV. Representation of Employees

A. The Union as Exclusive Representative

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

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

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

B. Stewards

1. Definition and designation

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

2. Processing of grievances by stewards

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

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

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

3. Chief stewards

A chief steward shall be assigned in each department by the Union.

When there is no steward assigned to the grievant's work area, the regular steward is unavailable, or by mutual agreement between the Union and the Department, the assigned chief steward may process a grievance in accordance with "Section IV.B" above. When a chief steward is unavailable or by mutual agreement between the Union and the Department, the Union may designate a Union officer to act as chief steward.

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

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

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

3. **Contracting In.** The County and the Union also agree to participate in

ARTICLE 19, MODIFICATION OF WORK PERFORMED BY THE BARGAINING UNIT

a joint study for the purpose of developing a model which would allow the Union the opportunity to bid on work which is being considered for contracting out. This model will include both quantitative as well as qualitative criteria for consideration and evaluation.

C. No Interference with Contract

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

II. Intergovernmental Agreements

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

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

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

B. All employees acquired by the County as a result of merger, consolidation, cooperation agreement, or acquisition of a facility, shall be entitled to all

rights and benefits granted employees under this Agreement and ORS 236.610 through
ARTICLE 19, MODIFICATION OF WORK PERFORMED BY THE BARGAINING UNIT

236.650.

IV. Volunteers

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

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

I. Workloads and Standards

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

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

II. Employee Development and Training

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

B. The County may subsidize employee participation in non-mandatory training or education based on relevance to the employee's job, budgetary limitations, and managerial priorities.

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 30 days of successful completion of the training or coursework, provided the employee has submitted verification as required under department policy.

III. Performance Evaluation

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

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

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

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

IV. Organizational Excellence

The parties are committed to the continuation of Labor Management cooperation as represented by the ERC process, as well as support of the RESULTS Initiative. (RESULTS: Reaching Excellent Service Utilizing Leadership and Team Strategies.) To further support this process:

A. Joint Training

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

B. Employee Participation and Teams

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

ARTICLE 21 SENIORITY AND LAYOFF

I. **Definitions**

A. **Layoff:**

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

B. **Continuous Service:**

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

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

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

C. **Bumping:**

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

D. **Equivalent Classification:**

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

E. **Classification Previously Held:**

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

F. **Regular Employee:**

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

G. **Regular position:**

Refers to a county service position budgeted for each fiscal year. Where the term “permanent position” is used in this contract it refers to a regular position.

H. Lateral Classification:

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

I. Affected by Layoff:

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

J. Permanent Appointment:

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

II. Seniority

A. Seniority will be determined as follows:

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

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

1. Parttime work will count on a full-time basis.
2. Time on authorized leave taken with pay will count.
3. When an authorized leave without pay exceeds 30 days, no time spent on that leave will count.
4. Time spent in unclassified or management service appointment status will not count, except for purposes of vacation accrual.
5. Time spent in on-call status will not count.
6. Prior to permanent appointment, all continuous, contiguous service, performing duties consistent with work done by members of a bargaining unit, in temporary status, limited duration or work out of class shall count.
7. When a layoff exceeds 30 days, no time spent on layoff will count.
8. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.
9. Time spent working for another government will count if the employee was transferred to a bargaining unit position in Multnomah County pursuant to ORS 236.610 through 236.650.

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

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

III. Layoff Rules

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

A. Reassignment of Regular Employees During a Layoff

Layoffs will be identified by classification within the affected department and County. Employees holding positions that perform functions to be discontinued will be subject to the following in order of seniority:

1. Reassignment to a regular position in the same classification and within the employee's current department, or if the employee does not have enough seniority, then
2. Reassignment to a regular position County wide, in the following order:
 - a. Reassignment to a position in the same classification; or, if the employee does not have enough seniority, then
 - b. Reassignment to a position in a lower or equivalent classification previously held, or if the employee does not have enough seniority, then
 - c. Change of status between full-time and part-time, or if the employee does not have enough seniority, then
3. Reassignment to a limited duration position, in the same order as in Article 21.III.2, above, provided the Union and the County mutually agree to the placement.
4. Layoff.

B. Voluntary layoff, bumping, or reduction in hours

1. An employee may voluntarily choose to take a lower bumping option provided such option is available and does not adversely affect another regular employee who would not have been impacted had the employee bumped in the order specified above, and will not result in increased costs to the County. Such election will be made in writing within three (3) working days and submitted to Central Human Resources. Where more than one option exists, the employee shall list his or her preference(s) in rank order.
2. Any employee in a classification affected by layoff may request to be reassigned to a vacant position with fewer assigned hours per week if such reassignment would mitigate the impact of the layoff on other employees and does not result in increased

costs to the County.

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

C. Non-Regular Employees during a Layoff

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

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

3. Probationary employees terminated or demoted in accordance with "Subsection 1" and "Subsection 2" above will be placed on reinstatement lists for one year from the date of their termination or demotion. They may, at the County's discretion, be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Probationary 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 probationary period.

D. 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 whose classifications 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 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

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

E. The Bumping Process

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

1. Bumping process shall occur in the following order:

a. Reassignment of employees to vacant positions within the employees current department, if available, will always take precedence over their bumping another employee; where multiple vacancies are available within the employees current department, the County will take into account the employee's preferences for shift assignment, part-time or full-time status, work location, and work assignment to the extent practical prior to reassignment of the employee to a vacancy. An employee who is offered options must indicate a preference within three working days of receipt of notice of the options in order to exercise that option.

b. If bumping is necessary, the least senior employee in the affected classification in the department will be bumped. If there is no employee with less seniority in the classification in the department, then assignment to a vacant position in the County in the affected classification, if no vacant position, then the least senior employee in the affected classification in the County will be bumped.

c. If there is no employee in the classification in the County with less seniority then the employee will be bumped to a classification previously held. If the employee held more than one previous classification, order shall be to the previous class held and so forth. Employee bumping rights includes right to bump into a previous classification with a higher maximum salary only if the higher salary rate of the previously held class is due to a salary adjustment for that class resulting from a classification /

compensation study and the employee moved from the class as a result of a lateral transfer, promotion or reclass. If an employee bumps to a classification previously held and did not complete the probationary period in the class, employee will be required to complete probation according to the terms of Article 2, Section IX.

d. Full time employees will be reassigned only to full time positions and part time employees will be reassigned only to part time positions, unless reassignment to the other status is the only available option other than layoff.

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

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

4. Employees may not be reassigned to positions under this article unless qualified to perform the duties of that position. An accurate job description, including any approved knowledge, skills, or abilities required for the position, must be on file with Central Human Resources prior to issuance of layoff notices. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety days. If an employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar days during the ninety day orientation period, the orientation period will be extended by the amount of the leave. Employees may be required to take and pass qualifying examinations in order to establish their rights to specific positions.

When the County determines that knowledge, skills or abilities (KSAs) in addition to minimum qualifications are required for a position, the Union may appoint a steward or officer familiar with that job classification to participate in discussions about the required KSAs and the content of any qualifying examination used as part of the bumping process. Nothing requires the County to develop an examination at the time the KSAs are approved nor prevents it from modifying an examination at a later date provided the Union is provided an opportunity to participate in discussions regarding the new or revised exam used during bumping.

5. Employees who are reassigned or demoted pursuant to these provisions may request up to 3 days of leave without pay prior to reporting to their new work assignment, consistent with the County's voluntary furlough program, and subject to approval of the appropriate manager.

6. The County will regularly evaluate layoff and bumping activities, including giving affected employees an opportunity to provide feedback to improve layoff and bumping processes.

IV. Notice and Recall List

A. Employees who are subject to reassignment, demotion, or layoff pursuant to

the provisions of this article shall receive a notice in writing at least fifteen 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, demoted, or reassigned to a lateral classification and/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 demoted and reassigned from full-time to part-time will be placed on the recall lists for full-time appointment in the current classification, for part-time appointment in the higher classification, and for full-time appointment in the higher classification):

1. Employees who are laid off will be placed on the recall list for the classification held by the employee at the beginning of the layoff process .
2. Employees who are demoted will be placed on the recall list for all the classifications held by the employee at the beginning of the layoff process to, but not including, the one the employee demoted to.
3. Employees who are reassigned to a lateral classification or to a classification previously held will be placed on the recall list for the classification held by the employee at the beginning of the layoff process.
4. Employees who are reassigned from full-time to part-time will be placed on the list for recall to full-time assignment.
5. Employees who are reassigned from part-time to full-time will be placed on the list for recall to part-time assignment.

C. Employees who are placed on a recall list pursuant to these provisions will be provided with appropriate information concerning the rights after layoff, and their responsibilities. Information will include, but not be limited to, information concerning the County's rules on reinstatement, and will offer employees the opportunity to provide alternate contact information for recall notice.

D. Employees who are reassigned to positions in the same classification, resign, or elect to retire will not be placed on recall lists.

E. Employees will remain on a recall list for twentyfour 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 days of mailing; or

6. Disciplinary termination for cause.

F. Employees who are laid off and are on recall list(s) and return to permanent 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.

G. To ensure that data about vacancies and employee work assignments are reliable and that bumping options are accurate, the County HR Director may freeze all personnel transactions as determined appropriate beginning 4 weeks prior to the date a layoff is implemented and ending the day immediately following the effective date of the layoff.

V. Recall

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

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

VI. Seniority Application

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

B. Seniority determinations shall have no application to retirement matters.

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

VII. Posting Process

A. Seniority List Posting

Lists showing seniority within the County and seniority within classification shall be provided to the Union and posted on all Union bulletin boards on or about March 1 of each year or anytime an employee or employees are notified that their position(s) is

being eliminated.

B. Seniority List Appeal Process

1. Errors on new lists

Employees who have concerns about the calculation of their seniority shall notify Central Human Resources with a copy to the Union. If an employee's concerns remain unresolved, the Union may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) days of his or her initial consultation with Central Human Resources. If no grievance is filed within that time, the seniority calculation is deemed correct. A grievance may be filed only with respect to seniority accrued since July 1, 1998.

VIII. Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining Units

A. The only non-bargaining unit employees, confidential employees or members of other bargaining units, who may bump into the bargaining unit are those who are in the Classified service and who have previously been a member of the Bargaining Unit or in a classification which subsequently became part of these units .

B. Only time served in the bargaining unit shall apply for bumping purposes.

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 within a classification within a department face difficult circumstances in being placed in alternative employment within the County. Any such employee who is placed in a classification not previously held shall be subject to a trial service period of ninety days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the County, are unsuccessful during this ninety 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.

X. Effective Date

The provisions of this Article shall become effective on November 1, 2004. The Memorandum of Agreement (Countywide Classification – Seniority Rights) signed on October 8, 2003 shall remain in effect until October 31, 2004. Any layoff actions which have been initiated prior to November 1, 2004, by notice to affected employees, will be completed under the terms of the Memorandum of Agreement of October 8, 2003.

ARTICLE 22 SHIFT AND WORK ASSIGNMENT

I. **Vacancy**

A vacancy shall exist when:

- A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;
- B. Additional budgeted positions are allocated;
- C. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;
- D. When an employee is on unpaid leave that will exceed ninety (90) days.

II. **Temporary and Short Term Work Assignments**

A. **Ninety Days or Less (Short Term Assignments) & Employee Rotation Plans**

Work assignments and employee rotation plans of ninety (90) days or less shall be solely at the discretion of management. Following such a short term assignment, the employee will be returned to his or her permanent assignment.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments within a work unit or between work units, subject to the following limitations:

- 1. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.
- 2. The terms and criteria of the rotation plan shall apply to all employees in the affected job classification within a work unit or work units.

B. **Six Months or Less (Temporary Assignments)**

If the work assignment is for more than ninety (90) days, but no longer than six (6) months, it shall be deemed a temporary assignment, and shall be filled in the following manner:

- 1. Management will provide employees a notice of the assignment, the person to contract, and the deadline for consideration.

2. The assignment may be made on the basis of seniority, expressions of preference or by other job related criteria established by management.

3. Following such a temporary assignment, the employee will be returned to his or her permanent assignment.

III. Permanent Shift/Work Assignment

A permanent vacancy is a vacancy determined by management to be for a duration of over six (6) months. Whenever there is more than one shift or work assignment within the same job classification within a work unit, permanent vacancies shall be filled in the following manner:

A. Management will provide employees a notice of such vacancy, the person to contact, and the deadline for consideration.

B. The vacancy shall be filled on the basis of seniority in the job class in which the vacancy exists, provided the employee is able to perform the work in question and has indicated his or her preference in writing. Exceptions to seniority preference assignment may be made in the following situations:

1. In regard to work assignment only, when a less senior employee is substantially more qualified for the position in question.

2. In regard to work assignment only, when a less senior employee is assigned a job for reasons other than in (1) above, such reasons shall be put in writing by the manager making the assignment. Such assignment shall not be for arbitrary or capricious reasons.

3. In regard to both shift and work assignment, where bona fide jobrelated requirements for a balance of experienced and nonexperienced personnel exists between shifts or work assignments in a work unit, management may temporarily delay the senior employee's shift or work assignment until new or less senior employees obtain necessary experience.

C. In the event no expression of preference exists for a shift or work assignment, management may fill a vacancy with the qualified employee with the least seniority in the job class in the work unit. Involuntary changes in shift assignment shall require ten (10) days advance written notice to the affected employee.

D. When a new work assignment with substantially different duties is created, it shall be posted for ten (10) days to permit employees to indicate their preference for the assignment.

IV. Transfers

Following the work assignment process within a Department, if the classification is utilized elsewhere in the County, the three employees who are currently assigned to and have the most seniority in the job classification, who are qualified for and interested in the specific

position, shall be interviewed for the vacancy, provided they have requested consideration for a transfer as required under Multnomah County Personnel Rule (MCPR) 5-20.

Prior to issuing an open competitive recruitment for a vacancy, the hiring manager will review any active recall lists and determine if the vacancy should be announced for internal applications first, in order to provide employees on recall lists the opportunity to be considered.

V. Trial Service Periods

Upon appointment to a new permanent work assignment, including transfers, and specifically including any lateral transfer to another classification, the employee will serve a trial service period of one hundred and twenty (120) days to demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the one hundred and twenty (120) day trial service period will be made by management.

VI. Work Unit and Work Assignment Determination and Specification

A. Departmental Determination

Each Department, either directly at the Departmental level, or by delegation, shall determine the work units and work assignment structure of its organization and may change this determination from time to time to reflect changes in the organization's structure and/or needs. For example, a Department which has defined its service delivery sites as work units, and major functions within those sites as work unit assignments, may choose to treat the entire Department as a work unit with the site locations as work assignments. Whenever practicable, to ensure communication with employees and discussion of the implementation process and/or of alternatives, the Department will notify the Union thirty (30) days in advance of any planned change in the determination of work units.

When Changes in the Department structure and/or needs result in the need to make changes to employees geographic work locations, shift or days, management will seek qualified volunteers from the affected geographic work location. If there are no qualified volunteers for the change, the qualified employee with the least seniority in the job class at that location shall be moved with no less than a fifteen (15) working day notice period.

B. Listing of Units

In order to assist the Union in enforcing the terms of the Agreement both in this article as well as in others, the County will provide no later than April 1 of each year a comprehensive listing of all work units within the County by Department.

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 Central Human Resources and/or by the employee's department or division.

B. Access to Personnel File Materials

1. An employee or his or her representative, with the written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative will be given a copy of any materials in the employee's personnel file.

2. An employee will be given a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

C. Removal of File Materials

1. Letters of reprimand

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old.

Oral reprimands will not be memorialized in writing and will not be placed in the employee personnel file.

2. Letters imposing other discipline

a. Single disciplinary acts

A single letter imposing discipline more severe than a letter of reprimand which is more than five years old will be removed from an employee's personnel file upon his or her request.

b. Multiple disciplinary acts

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

ARTICLE 24 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 family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

2. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement; provided that this responsibility shall be limited to those matters under the Union's influence or control, including but not limited to the behavior of shop stewards and the contents of Union bulletin boards.

B. Legally Prohibited Discrimination and County Complaint Procedure

The County will maintain a complaint procedure for allegations of discrimination in violation of law.

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

The County and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to persons with disabilities, racial minority persons, persons having certain religious preferences or sexual orientation, or gender identity, or persons of a certain national origin or certain familial status or source of income.

B. Sexual Harassment Prohibited

No employee(s) shall be subjected to unwelcomed sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

III. Rules

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

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;
2. Clearly acted upon; and
3. Readily ascertainable over a reasonable period of time as mutually

accepted by the parties.

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

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

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

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

V. Uniforms and Protective Clothing

A. Application to Employees Generally

If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of initial tailoring and repair of the uniform or protective clothing, or device shall be paid by the County, in accordance with the current practice.

B. Coveralls and Boots

All Heavy Equipment Operators, when required to service heavy equipment on the job shall be provided coveralls, laundered as needed, by the County. Employees who are working under such conditions as to make protective rubber boots necessary shall be provided with those boots by the County. Coveralls or smocks will be provided in other jobs in

accordance with existing practices.

VI. Loss of Personal Property

A. Procedure for Advancing Claims

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

B. Exclusion of Personal Vehicles

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

ARTICLE 25
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 precluded by State or Federal law or administrative regulation.

▲
ARTICLE 26
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 his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration

ARTICLE 27
TERMINATION

This Agreement shall be effective as of the First day of July, 2004 unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 2006, subject only to a reopener for Article 14 Compensation. Negotiations for said reopener shall commence no later than April 1st of each year of this agreement. This agreement shall be automatically renewed from yeartoyear thereafter, unless either party shall notify the other in writing no later than January 31, 2006_that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF the Parties hereto have set their hands this ____ day of _____, 2004.

MULTNOMAH COUNTY
EMPLOYEES UNION, LOCAL
88, AFSCME, AFL-CIO

By Marta Rosenberg
Marta Rosenberg, President

By Mary C. Orr
Mary Orr, Vice-President

By Becky Steward
Becky Steward, Secretary

By Maurice Miller
Maurice Miller, Treasurer

By Eileen M. O'Connell
Eileen O'Connell
Council Representative
AFSCME Council 75

NEGOTIATED BY

By Gail Parnell
Gail Parnell, Human Resources/Labor
Relations Director
Multnomah County, Oregon

REVIEWED

Agnes Sowle, County Attorney
For Multnomah County, Oregon

By Kathryn A. Short
Kathryn A. Short, Assistant County
Attorney

MULTNOMAH COUNTY, OREGON

By Diane M. Linn
Diane M. Linn, County Chair

By Maria Rojo de Steffey
Maria Rojo de Steffey, Commissioner

By Serena Cruz
Serena Cruz, Commissioner

By Lisa Naito
Lisa Naito, Commissioner

By Lonnie Roberts
Lonnie Roberts, Commissioner

By Suzanne Flynn
Suzanne Flynn, County Auditor

By Michael Schunk
Michael Schunk, District Attorney

By Bernie Giusto
Bernie Giusto, County Sheriff

**ADDENDUM A
CLASSIFICATIONS INCLUDED IN THE
BARGAINING UNIT
WITH PAY RANGES**

I. Listing of Classifications

Classifications included in the bargaining unit are listed by title in Table I. Bargaining Unit Classifications and Wage Ranges, July 1, 2004.

It is understood between the parties that the attached listings of bargaining unit classifications and pay ranges are a good faith effort at a comprehensive listing of all classifications and salary ranges in effect on July 1, 2004. These listings are subject to correction if errors in inclusion, exclusion or calculation are discovered.

Local 88, Addendum A

Classifications Rates & Range

Rates shown represent 2.3% adjustment effective July 1, 2004

Job Code	Job Title	Pay Scale Group	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
			1	2	3	4	5	6	7	8	9	10
6366	ACUTE CARE COORDINATOR	28	22.40	23.08	23.76	24.47	25.22	25.96	26.74	27.56	0.00	0.00
6033	ADMINISTRATIVE ANALYST	26	21.10	21.76	22.40	23.08	23.76	24.47	25.22	25.96	0.00	0.00
6034	ADMINISTRATIVE ANALYST/	29	23.08	23.76	24.47	25.22	25.96	26.74	27.56	28.39	0.00	0.00
6054	SENIOR	19	17.18	17.68	18.21	18.77	19.32	19.90	20.51	21.10	0.00	0.00
6005	ADMINISTRATIVE ASSISTANT	15	15.24	15.71	16.18	16.67	17.18	17.68	18.21	18.77	0.00	0.00
6005	SECRETARY	15	15.24	15.71	16.18	16.67	17.18	17.68	18.21	18.77	0.00	0.00
6035	ALARM ORDINANCE UNIT	29	23.08	23.76	24.47	25.22	25.96	26.74	27.56	28.39	0.00	0.00
6035	ADMIN	29	23.08	23.76	24.47	25.22	25.96	26.74	27.56	28.39	0.00	0.00
6291	ALCOHOL/DRUG	6291	17.33	18.34	18.92	20.09	20.69	21.90	22.74	23.65	0.00	0.00
6291	EVALUATION SPEC	6291	17.33	18.34	18.92	20.09	20.69	21.90	22.74	23.65	0.00	0.00
6062	ANIMAL CARE AIDE	6062	10.64	10.93	11.26	11.59	11.94	12.30	0.00	0.00	0.00	0.00
6065	ANIMAL CARE TECHNICIAN	6065	13.61	13.94	14.33	14.79	15.29	15.77	0.00	0.00	0.00	0.00
6069	ANIMAL CONTROL AIDE	6069	12.08	12.38	12.72	13.13	13.45	13.86	0.00	0.00	0.00	0.00
6069	ANIMAL CONTROL	6069	12.08	12.38	12.72	13.13	13.45	13.86	0.00	0.00	0.00	0.00
6072	DISPATCHER	9	12.78	13.16	13.54	13.94	14.37	14.80	15.24	15.71	0.00	0.00
6067	ANIMAL CONTROL OFFICER	6067	16.33	16.81	17.29	17.81	18.35	18.92	0.00	0.00	0.00	0.00
6067	ANIMAL CONTROL OFFICER/	6067	16.33	16.81	17.29	17.81	18.35	18.92	0.00	0.00	0.00	0.00
6061	SENIOR	6061	17.81	18.36	18.89	19.47	20.06	20.81	0.00	0.00	0.00	0.00
6061	ANIMAL HEALTH	6061	17.81	18.36	18.89	19.47	20.06	20.81	0.00	0.00	0.00	0.00
6066	TECHNICIAN	6066	14.79	15.29	15.77	16.26	16.70	17.15	0.00	0.00	0.00	0.00
6066	APPRAISAL DATA ANALYST	6066	14.79	15.29	15.77	16.26	16.70	17.15	0.00	0.00	0.00	0.00
6079	SENIOR	28	22.40	23.08	23.76	24.47	25.22	25.96	26.74	27.56	0.00	0.00
6079	APPRAISAL TECHNICIAN	28	22.40	23.08	23.76	24.47	25.22	25.96	26.74	27.56	0.00	0.00
6043	PERSONAL	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00
6043	APPRAISAL TECHNICIAN	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00
6040	REAL	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00
6040	BACKGROUND	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00
6248	INVESTIGATOR	6248	18.52	19.09	19.65	20.25	20.88	21.46	0.00	0.00	0.00	0.00
6344	BASIC SKILLS EDUCATOR	6344	19.82	20.43	21.01	21.68	22.33	22.97	0.00	0.00	0.00	0.00
6133	BLACKSMITH	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00	0.00
6133	BODY AND FENDER	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00	0.00
6181	TECHNICIAN	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00	0.00
6181	BRIDGE MAINTENANCE	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00	0.00
6060	MECHANIC	6060	20.53	21.08	21.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6059	BRIDGE OPERATOR	6059	13.19	13.54	13.92	14.33	14.81	15.27	0.00	0.00	0.00	0.00
6026	BUDGET ANALYST	28	22.40	23.08	23.76	24.47	25.22	25.96	26.74	27.56	0.00	0.00
6057	BUSINESS ANALYST	22	18.77	19.32	19.90	20.51	21.10	21.76	22.40	23.08	0.00	0.00

ADDENDUM A. CLASSIFICATIONS IN THE BARGAINING UNIT

Local 88, Addendum A
Classifications Rates & Range

Rates shown represent 2.3% adjustment effective July 1, 2004

Code	Job Title		1	2	3	4	5	6	7	8	9	10	
6112	BUYER 1		17	16.18	16.67	17.18	17.68	18.21	18.77	19.32	19.90	0.00	0.00
6111	BUYER 2		23	19.32	19.90	20.51	21.10	21.76	22.40	23.08	23.76	0.00	0.00
6147	CARPENTER	6147	20.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6149	CARPENTER/LOCKSMITH	6149	20.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6082	CARTOGRAPHER	6082	17.49	17.99	18.52	19.10	19.60	20.15	20.79	21.41		0.00	0.00
	CASE MANAGEMENT												
6299	ASSISTANT		12	13.94	14.37	14.80	15.24	15.71	16.18	16.67	17.18	0.00	0.00
	CASE MANAGEMENT												
6310	TRAINEE	6310	14.37	14.80	15.24	15.71	16.18	16.67	17.18	17.68		0.00	0.00
6298	CASE MANAGER 1	6298	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32		0.00	0.00
6297	CASE MANAGER 2	6297	18.21	18.77	19.32	19.90	20.51	21.10	21.76	22.40		0.00	0.00
6296	CASE MANAGER/SENIOR	6296	19.90	20.51	21.10	21.76	22.40	23.08	23.76	24.47		0.00	0.00
6313	CFS SPECIALIST	6313	21.67	22.29	22.97	23.66	24.38	25.09	25.85	26.62		0.00	0.00
	CHEMICAL APPLICATOR												
6093	OPERATOR	6093	16.58	17.08	17.56	18.08	18.64	19.16	0.00	0.00		0.00	0.00
9630	CHIEF APPRAISER		13	14.37	14.80	15.24	15.71	16.18	16.67	17.18	17.68	0.00	0.00
	CLERICAL UNIT												
6003	SUPERVISOR		17	16.18	16.67	17.18	17.68	18.21	18.77	19.32	19.90	0.00	0.00
6012	CLINIC MEDICAL ASSISTANT		13	14.37	14.80	15.24	15.71	16.18	16.67	17.18	17.68	0.00	0.00
6036	CLINICAL COORDINATOR		31	24.47	25.22	25.96	26.74	27.56	28.39	29.24	30.13	0.00	0.00
	COMMUNITY HEALTH												
6046	SPECIALIST 1		10	13.16	13.54	13.94	14.37	14.80	15.24	15.71	16.18	0.00	0.00
	COMMUNITY HEALTH												
6047	SPECIALIST 2		15	15.24	15.71	16.18	16.67	17.18	17.68	18.21	18.77	0.00	0.00
	COMMUNITY INFORMATION												
6013	SPEC	6013	16.33	16.81	17.29	17.81	18.35	18.92	0.00	0.00		0.00	0.00
	COMMUNITY WORKS												
6267	LEADER	6267	15.95	16.40	16.86	17.36	17.92	18.39	0.00	0.00		0.00	0.00
6015	CONTRACT SPECIALIST		25	20.51	21.10	21.76	22.40	23.08	23.76	24.47	25.22	0.00	0.00
6011	CONTRACT TECHNICIAN		15	15.24	15.71	16.18	16.67	17.18	17.68	18.21	18.77	0.00	0.00
6268	CORRECTIONS COUNSELOR	6268	17.33	18.34	18.92	20.09	20.69	21.90	22.74	23.65	24.39	25.11	
	CORRECTIONS HEARINGS												
6264	OFFICER	6264	20.09	20.69	21.29	21.90	22.51	23.14	23.82	24.49	25.23	25.96	
6266	CORRECTIONS TECHNICIAN		16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00
	COUNTY ATTORNEY OFFICE												
6006	ASSISTANT	6006	14.79	15.22	15.69	16.15	16.67	17.14	0.00	0.00		0.00	0.00
6249	D A INVESTIGATOR		25	20.51	21.10	21.76	22.40	23.08	23.76	24.47	25.22	0.00	0.00
6073	DATA ANALYST	6073	19.24	19.78	20.40	21.00	21.54	22.20	22.87	23.55		0.00	0.00

ADDENDUM A. CLASSIFICATIONS IN THE BARGAINING UNIT

Classifications Rates & Range

Rates shown represent 2.3% adjustment effective July 1, 2004

	FLEET & SUPPORT SERVICES SPEC	6184	19.24	19.78	20.40	21.00	21.54	22.20	0.00	0.00	0.00	0.00	
	FLEET MAINTENANCE TECHNICIAN 1	6179	11	13.54	13.94	14.37	14.80	15.24	15.71	16.18	16.67	0.00	0.00
	FLEET MAINTENANCE TECHNICIAN 2	6180	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00
	FLEET MAINTENANCE TECHNICIAN 3	6182	19.90	20.51	21.10	21.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	GRAPHIC DESIGNER	7207	21	18.21	18.77	19.32	19.90	20.51	21.10	21.76	22.40	0.00	0.00
	HEALTH ASSISTANT 1	6293	9	12.78	13.16	13.54	13.94	14.37	14.80	15.24	15.71	0.00	0.00
	HEALTH ASSISTANT 2	6294	11	13.54	13.94	14.37	14.80	15.24	15.71	16.18	16.67	0.00	0.00
	HEALTH EDUCATOR HEALTH INFORMATION	6352	19.82	20.43	21.01	21.68	22.33	22.97	0.00	0.00	0.00	0.00	0.00
	TECHNICIAN HEALTH INFORMATION	6321	17	16.18	16.67	17.18	17.68	18.21	18.77	19.32	19.90	0.00	0.00
	TECHNICIAN/SR HEALTH SERVICES	6322	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00	0.00
	ADMINISTRATOR	6077	37	29.24	30.13	31.02	31.96	32.91	33.91	34.91	35.97	0.00	0.00
	HEARINGS SPECIALIST HOUSING DEVELOPMENT	6058	26	21.10	21.76	22.40	23.08	23.76	24.47	25.22	25.96	0.00	0.00
	SPECIALIST HUMAN RESOURCES	6083	20.81	21.54	22.33	23.10	23.88	24.75	0.00	0.00	0.00	0.00	0.00
	ANALYST 1 HUMAN RESOURCES	6102	26	21.10	21.76	22.40	23.08	23.76	24.47	25.22	25.96	0.00	0.00
	ANALYST 2 HUMAN RESOURCES	6103	29	23.08	23.76	24.47	25.22	25.96	26.74	27.56	28.39	0.00	0.00
	TECHNICIAN INFORMATION & REFERRAL	6101	19	17.18	17.68	18.21	18.77	19.32	19.90	20.51	21.10	0.00	0.00
	SPECIALIST INTEGRATED COMM	6019	10	13.16	13.54	13.94	14.37	14.80	15.24	15.71	16.18	0.00	0.00
	SERVICES COORD INVENTORY/STORES	6238	18.87	19.45	20.05	20.61	21.27	21.89	0.00	0.00	0.00	0.00	0.00
	SPECIALIST I INVENTORY/STORES	6109	13	14.37	14.80	15.24	15.71	16.18	16.67	17.18	17.68	0.00	0.00
	SPECIALIST II INVENTORY/STORES	6110	18	16.67	17.18	17.68	18.21	18.77	19.32	19.90	20.51	0.00	0.00
	SPECIALIST III	6104	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00	0.00
			Pay Scale Group										
Job Code	Job Title		p	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6413	IT ARCHITECT	44	35.97	37.04	38.17	39.31	40.50	41.70	42.94	44.25	0.00	0.00	
6262	JAIL STEWARD JUVENILE COUNSELING	6262	16.58	17.08	17.56	18.08	18.65	19.21	0.00	0.00	0.00	0.00	0.00
6285	ASSISTANT	6285	16.33	16.81	17.29	17.81	18.35	18.92	19.65	20.46	21.08	0.00	
6272	JUVENILE COUNSELOR JUVENILE RECORDS	6272	17.33	18.34	18.92	20.09	20.69	21.90	22.74	23.65	24.39	25.11	
6157	TECHNICIAN	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00	
6335	LABORATORY SPECIALIST	25	20.51	21.10	21.76	22.40	23.08	23.76	24.47	25.22	0.00	0.00	
6333	LABORATORY TECHNICIAN	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00	0.00	
6095	LABORER	3	10.72	11.04	11.37	11.70	12.05	12.41	12.78	13.16	0.00	0.00	

ADDENDUM A. CLASSIFICATIONS IN THE BARGAINING UNIT

Local 88, Addendum A
Classifications Rates & Range

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LEARNING SYSTEMS											
6056	ANALYST/SENIOR	6056	24.23	24.97	25.72	26.50	27.28	28.10	28.95	29.82	0.00 0.00
6246	LEGAL ASSISTANT	17	16.18	16.67	17.18	17.68	18.21	18.77	19.32	19.90	0.00 0.00
6241	LEGAL ASSISTANT/SENIOR	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00 0.00
7222	LIBRARIAN	26	21.10	21.76	22.40	23.08	23.76	24.47	25.22	25.96	0.00 0.00
7211	LIBRARY ASSISTANT	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00 0.00
7202	LIBRARY CLERK	9	12.78	13.16	13.54	13.94	14.37	14.80	15.24	15.71	0.00 0.00
LIBRARY EVENTS											
7225	COORDINATOR	7225	18.87	19.45	20.05	20.61	21.27	21.89	0.00	0.00	0.00 0.00
LIBRARY MATERIALS											
7224	PROCESSOR	7224	10.95	11.29	11.61	11.98	12.32	12.70	0.00	0.00	0.00 0.00
LIBRARY OUTREACH											
7223	SPECIALIST	7223	20.20	20.82	21.45	22.10	22.78	23.42	0.00	0.00	0.00 0.00
7203	LIBRARY PAGE	7203	10.24	10.57	10.86	11.19	11.54	11.86	0.00	0.00	0.00 0.00
7204	LIBRARY PAGE/SENIOR	7204	11.27	11.60	11.97	12.31	12.69	13.07	0.00	0.00	0.00 0.00
LICENSE COMPLIANCE											
6070	OFFICER	6070	14.79	15.29	15.77	16.26	16.70	17.15	0.00	0.00	0.00 0.00
6100	LIGHTING TECHNICIAN	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00 0.00
6309	M & F COUNSELOR TRAINEE	6309	21.10	21.76	22.40	23.08	23.76	24.47	25.22	25.96	0.00 0.00
6176	MAINTENANCE SPECIALIST 1	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00 0.00
6177	MAINTENANCE SPECIALIST 2	6177	18.95	19.46	19.99	20.53	21.08	21.65	0.00	0.00	0.00 0.00
MAINTENANCE SPECIALIST											
6175	APPRENTICE	4	11.04	11.37	11.70	12.05	12.41	12.78	13.16	13.54	0.00 0.00
MAINTENANCE SPECIALIST/											
6096	SENIOR	23	19.32	19.90	20.51	21.10	21.76	22.40	23.08	23.76	0.00 0.00
6092	MAINTENANCE WORKER	6092	14.12	14.64	15.01	15.45	15.95	16.38	16.84	0.00	0.00 0.00
MARRIAGE AND FAMILY											
6369	COUNSELOR	6369	23.76	24.48	25.22	25.96	26.74	27.56	28.39	29.24	0.00 0.00
Pay Scale Group											
Job	Code Job Title	p	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9 10
MCSO RECORDS											
6151	SUPERVISOR	22	18.77	19.32	19.90	20.51	21.10	21.76	22.40	23.08	0.00 0.00
MCSO RECORDS											
6150	TECHNICIAN	16	15.71	16.18	16.67	17.18	17.68	18.21	18.77	19.32	0.00 0.00
MENTAL HEALTH											
6365	CONSULTANT	6365	22.40	23.08	23.76	24.47	25.22	25.96	26.74	27.56	0.00 0.00
6125	MOTOR POOL ATTENDANT	9	12.78	13.16	13.54	13.94	14.37	14.80	15.24	15.71	0.00 0.00
6409	NETWORK ADMINISTRATOR	30	23.76	24.47	25.22	25.96	26.74	27.56	28.39	29.24	0.00 0.00
NETWORK ADMINISTRATOR/											
6410	SENIOR	37	29.24	30.13	31.02	31.96	32.91	33.91	34.91	35.97	0.00 0.00
NUISANCE ENFORCEMENT											
6359	OFFICER	6359	17.97	18.52	19.10	19.65	20.23	20.83	0.00	0.00	0.00 0.00
6342	NUTRITION ASSISTANT	12	13.94	14.37	14.80	15.24	15.71	16.18	16.67	17.18	0.00 0.00
6340	NUTRITIONIST	25	20.51	21.10	21.76	22.40	23.08	23.76	24.47	25.22	0.00 0.00
6000	OFFICE ASSISTANT 1	3	10.72	11.04	11.37	11.70	12.05	12.41	12.78	13.16	0.00 0.00
6001	OFFICE ASSISTANT 2	9	12.78	13.16	13.54	13.94	14.37	14.80	15.24	15.71	0.00 0.00
6002	OFFICE ASSISTANT/SENIOR	14	14.80	15.24	15.71	16.18	16.67	17.18	17.68	18.21	0.00 0.00
6286	PATHOLOGIST ASSISTANT	6286	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00 0.00

ADDENDUM A. CLASSIFICATIONS IN THE BARGAINING UNIT

Local 88, Addendum A
Classifications Rates & Range

Rates shown represent 2.3% adjustment effective July 1, 2004

6119	PHARMACY TECHNICIAN	13	14.37	14.80	15.24	15.71	16.18	16.67	17.18	17.68	0.00	0.00
6075	PLANNER	28	22.40	23.08	23.76	24.47	25.22	25.96	26.74	27.56	0.00	0.00
6078	PLANNER/SENIOR	32	25.22	25.96	26.74	27.56	28.39	29.24	30.13	31.02	0.00	0.00
7209	PRINTING SPECIALIST PROBATION/PAROLE	18	16.67	17.18	17.68	18.21	18.77	19.32	19.90	20.51	0.00	0.00
6276	OFFICER	6276	17.33	18.34	18.92	20.09	20.69	21.90	22.74	23.65	24.39	25.11
7230	PRODUCTION ASSISTANT PRODUCTION/GRAPHIC	8	12.41	12.78	13.16	13.54	13.94	14.37	14.80	15.24	0.00	0.00
7232	DESIGN	23	19.32	19.90	20.51	21.10	21.76	22.40	23.08	23.76	0.00	0.00
6022	PROGRAM COORDINATOR PROGRAM DEVELOPMENT	19	17.18	17.68	18.21	18.77	19.32	19.90	20.51	21.10	0.00	0.00
6021	SPEC PROGRAM DEVELOPMENT	25	20.51	21.10	21.76	22.40	23.08	23.76	24.47	25.22	0.00	0.00
6088	SPEC/SR PROGRAM DEVELOPMENT	31	24.47	25.22	25.96	26.74	27.56	28.39	29.24	30.13	0.00	0.00
6020	TECH PROJECT MANAGER -	15	15.24	15.71	16.18	16.67	17.18	17.68	18.21	18.77	0.00	0.00
6063	REPRESENTED	34	26.74	27.56	28.39	29.24	30.13	31.02	31.96	32.91	0.00	0.00
6051	PROPERTY APPRAISER 1 PROPERTY APPRAISER	20	17.68	18.21	18.77	19.32	19.90	20.51	21.10	21.76	0.00	0.00
6050	PERSONAL 2 PROPERTY MANAGEMENT	24	19.90	20.51	21.10	21.76	22.40	23.08	23.76	24.47	0.00	0.00
6113	SPECIALIST	27	21.76	22.40	23.08	23.76	24.47	25.22	25.96	26.74	0.00	0.00

**Pay
Scale
Group**

Job Code	Job Title	p	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	PROPERTY MANAGEMENT											
6114	SPE/SR	32	25.22	25.96	26.74	27.56	28.39	29.24	30.13	31.02	0.00	0.00
	PUBLIC AFFAIRS											
6089	COORDINATOR	27	21.76	22.40	23.08	23.76	24.47	25.22	25.96	26.74	0.00	0.00
7208	PUBLICATION SPECIALIST RECORDS ADMINISTRATION	19	17.18	17.68	18.21	18.77	19.32	19.90	20.51	21.10	0.00	0.00
6116	ASST	6116	14.79	15.22	15.69	16.15	16.63	17.14	0.00	0.00	0.00	0.00
	RECR & EXPRESS											
6308	THERAPIST	6308	19.82	20.43	21.01	21.68	22.33	22.97	0.00	0.00	0.00	0.00
	RESEARCH/EVALUATION											
6085	ANALYST 1 RESEARCH/EVALUATION	18	16.67	17.18	17.68	18.21	18.77	19.32	19.90	20.51	0.00	0.00
6086	ANALYST 2 RESEARCH/EVALUATION	26	21.10	21.76	22.40	23.08	23.76	24.47	25.22	25.96	0.00	0.00
6087	ANALYST/SR	34	26.74	27.56	28.39	29.24	30.13	31.02	31.96	32.91	0.00	0.00
6284	RESIDENT SUPERVISOR RIGHT-OF-WAY PERMITS	6284	15.95	16.40	16.86	17.36	17.92	18.39	0.00	0.00	0.00	0.00
6211	SPECIALIST SCH & COMMUNITY	33	25.96	26.74	27.56	28.39	29.24	30.13	31.02	31.96	0.00	0.00
6090	PARTNERSHIP SPE	32	25.22	25.96	26.74	27.56	28.39	29.24	30.13	31.02	0.00	0.00
6245	SEWING SPECIALIST	6245	11.94	12.29	12.65	13.05	13.44	13.86	0.00	0.00	0.00	0.00
6295	SOCIAL WORKER	6295	22.40	22.56	23.23	23.92	24.65	25.38	26.14	26.94	0.00	0.00
6031	SR CONTRACT SPECIALIST	31	23.92	24.65	25.38	26.14	26.94	27.75	28.58	29.45	0.00	0.00
6098	STRIPER OPERATOR	6098	16.21	16.70	17.17	17.67	18.22	18.73	0.00	0.00	0.00	0.00

ADDENDUM A. CLASSIFICATIONS IN THE BARGAINING UNIT

Local 88, Addendum A
Classifications Rates & Range

Rates shown represent 2.3% adjustment effective July 1, 2004

SUPPORT ENFORCEMENT												
6250	AGENT	18	16.30	16.79	17.28	17.80	18.35	18.89	19.45	20.05	0.00	0.00
6091	SURVEY SPECIALIST	33	25.38	26.14	26.94	27.75	28.58	29.45	30.32	31.24	0.00	0.00
6414	SYSTEM ADMINISTRATOR	37	28.58	29.45	30.32	31.24	32.17	33.15	34.13	35.16	0.00	0.00
6402	SYSTEM OPERATOR/SENIOR SYSTEMS ADMINISTRATOR/	22	18.35	18.89	19.45	20.05	20.63	21.27	21.90	22.56	0.00	0.00
6412	SENIOR	42	33.15	34.13	35.16	36.21	37.31	38.43	39.59	40.76	0.00	0.00
6401	SYSTEMS OPERATOR TAX COLLECTION	20	17.28	17.80	18.35	18.89	19.45	20.05	20.63	21.27	0.00	0.00
6025	SPECIALIST	6025	15.94	16.44	16.88	17.40	17.82	18.31	0.00	0.00	0.00	0.00
6045	TAX EXEMPTION SPECIALIST TRANSPORTATION	26	20.63	21.27	21.90	22.56	23.23	23.92	24.65	25.38	0.00	0.00
6076	PLANNING SPE TRANSPORTATION	29	22.56	23.23	23.92	24.65	25.38	26.14	26.94	27.75	0.00	0.00
6234	PROJECT SPECIALIST VECTOR CONTROL	33	25.38	26.14	26.94	27.75	28.58	29.45	30.32	31.24	0.00	0.00
6355	SPECIALIST VETERANS SERVICES	25	20.05	20.63	21.27	21.90	22.56	23.23	23.92	24.65	0.00	0.00
6290	OFFICER	6290	18.81	19.34	19.94	20.53	21.06	21.70	22.36	23.02	0.00	0.00
6263	VOLUNTEER COORDINATOR	6263	18.81	19.34	19.94	20.53	21.06	21.70	22.36	23.02	0.00	0.00
		Pay Scale Grou										
Job Code	Job Title	p	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6084	WEATHERIZATION INSPECTOR	23	18.89	19.45	20.05	20.63	21.27	21.90	22.56	23.23	0.00	0.00
6080	WEATHERIZATION SPECIALIST	6080	17.52	18.02	18.59	19.13	19.70	20.31	0.00	0.00	0.00	0.00
6336	X-RAY TECHNICIAN	16	15.36	15.82	16.30	16.79	17.28	17.80	18.35	18.89	0.00	0.00

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 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, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, "Section III.D".

II. Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty continuous days will be posted in the affected work unit for no less than five work days. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be considered for the assignment.

An employee assigned as a Lead Worker for one year or more shall be given ten (10) days notice prior to the termination of such an assignment. A copy of the termination notice will be simultaneously given to the Union. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days notice, with notice to the union of such change. All lead worker assignments will be reviewed for continuation at least annually.

III. Pay

When in the judgment of the County:

- A new Lead Worker assignment is necessary; or
- A substantial modification of an existing Lead Worker assignment warrants a change in compensation, the County shall establish a lead pay rate for the new or substantially modified assignment. The current pay rates for the following

classifications shall be calculated by increasing the base hourly pay rates by the following percentages:

Alcohol & Drug Evaluation Spec - 5.0%
 Animal Care Technician -10.0%
 Animal Control Officer - 5.0%
 Animal Health Technician – 10.0%
 Background Investigator - 5.0%
 Basic Skills Educator/Lead - 6.8%
 Blacksmith - 10.0%
 Bridge Maintenance Mechanic - 6.0%
 Business Analyst/Senior – 5.0%
 Carpenter– 9.0%
 Carpenter/Locksmith – 4.8%
 Case Management Assistant - 5.0%
 Case Manager 1 - 5.0%
 Case Manager 2 - 5.0%
 Chemical Applicator Operator - 5.0%
 Community Health Specialist 2 – 5.0%
 Community Works Leader - 6.8%
 Corrections Counselor - 6.8%
 Corrections Hearings Officer - 6.0%
 Corrections Technician - 6.8%
 County Attorney Office Assistant - 10.0%
 Data Analyst - 5.0%
 Dental Assistant/Receptionist - 4.0%
 Disease Intervention Specialist – 5.0%
 Driver - 5.0%
 Eligibility Specialist - 5.0%
 Environmental Health Specialist - 5.0%
 Equipment/Property Technician - 7.5%
 Facilities Maintenance Worker - 6.0%
 Facilities Specialist 2 – 9.0%
 Facilities Specialist 3 – 9.0%
 Facility Security Officer -12.0%
 Family Intervention Specialist - 5.0%
 Finance Technician – 5.0%
 Fleet Maintenance Technician 3 – 10.0%

Health Assistant - 5.0%
 Health Educator - 5.0%
 Jail Steward - 6.7%
 Juvenile Counseling Assistant – 6.8%
 Juvenile Counselor - 6.8%
 Juvenile Records Technician - 5.0%
 Learning Systems Analyst/Senior – 5.0%
 Legal Assistant - 10.0%
 Librarian – 7 %
 Library Assistant – 7.0%
 Library Clerk - 7.0%
 Library Materials Processor - 11.0%
 Library Page – 7.0%
 Marriage and Family Counselor - 6.0%
 Mental Health Consultant - 5.0%
 Network Administrator – 5.0%
 Network Administrator, Sr. 5.0%
 Nutritionist - 5.0%
 Pharmacy Technician - 5.0%
 Program Development Spec - 5.0%
 Property Appraiser / Personal – 5.0%
 Property Appraiser/Real – 5.0%
 Purchasing Specialist 2 - 6.0%
 Research/Evaluation Analyst/Senior - 6.0%
 Resident Supervisor - 5.0%
 Sewing Specialist - 5.0%
 Social Worker – 5.0%
 Support Enforcement Agent/Lead - 10.0%
 Systems Administrator, Sr - 5.0%
 Telecommunications Specialist/Senior - 5.0%
 Transportation Project Specialist - 5.0%
 Vector Control Specialist - 5.0%
 Veterans Services Officer - 5.0%

ADDENDUM C
PREMIUM PAY AND OTHER SPECIAL PROVISIONS

ALL DEPARTMENTS:

I. Commercial Drivers License (CDL)

Employees who are not at the time of hire required to possess a commercial driver's license, but who are at any time thereafter required as a condition of employment in that classification (or in their regular assignment within that classification) to initially obtain a commercial driver's license, shall be subject to the following terms:

A. License Fees and Expiration

The employee shall be obligated to pay the cost of the required license and for renewals.

B. Written Examination

The employee shall be obligated to pay the cost of each written exam required to obtain the required license. However, the employee will be permitted during regularly scheduled work hours, without loss of pay, to take the first exam of each type needed to obtain the required license. The County will determine the specific date(s) and time(s) for any such exam(s) following consultation with the affected employee(s).

C. Skill (hands-on) Examination

The County will reimburse the employee for the cost of one (1) passed skill examination up to a maximum of one hundred dollars (\$100) if the employee submits proof of payment and the new license to his or her immediate supervisor for verification within ten (10) days following receipt of the license. At a date(s) and time(s) scheduled by the County, following consultation with the affected employee(s), the County or its representative will deliver to the Multnomah County, Oregon, or Clark County, Washington, site designated by the applicable state's Division of Motor Vehicles equipment necessary for the taking of the skill examination for the required license.

D. Physical Exams

If the County selects the physicians giving the physical exam required for obtaining or maintaining the required license, the County will pay for the examination. The employee shall determine whether he or she or the County will select the physician and shall inform the immediate supervisor in advance of the exam of his or her decision.

E. Failure to Obtain or Maintain the Required License(s)

Employees who fail to obtain or maintain in a current valid status the required commercial driver's license shall be subject to disciplinary action or dismissal in accordance

with applicable provisions of the collective bargaining agreement.

F. Status of License

The employee shall make the immediate supervisor aware in writing of the expiration of a driver's license(s) required by the County, and of any event actually or potentially affecting the status of that license (e.g., traffic citation, drunken driving arrest, license suspension or revocation, failure to pass the required medical examination, or expiration of the required medical card, etc.). Such notice shall be given to the supervisor immediately upon expiration of the license or occurrence of the event.

G. Exemptions

The Division Manager of employees in a classification in which one (1) or more employees are required to possess a commercial driver's license of a particular class may exempt one (1) or more subordinate employees from the requirement that the license be obtained. However, such exemption may be rescinded if, in the employer's judgment, the employee's acquisition and maintenance of such a license is or will be needed to meet operational needs. An employee whose exemption is rescinded shall be given a reasonable period of not less than ninety (90) days in which to obtain his or her license.

OFFICE OF THE DISTRICT ATTORNEY:

Office of the Medical Examiner

A. Deputy Medical Examiners may be assigned sixteen (16) hour or eight (8) hour shifts, or any combination thereof, and such shifts need not be consecutive. Each shift shall have one (1) thirty (30) minute meal period which shall be considered as time worked. Employees are considered on call during both meal periods and breaks, and operational requirements may result in such breaks or meal periods being interrupted or missed without additional pay or such time being made up at a later date.

B. Deputy Medical Examiners are:

1. Not eligible for shift premium.
2. Only eligible for overtime at the rate of time and onehalf and only for hours worked in excess of eight (8) for an eight (8) hour schedule, in excess of sixteen (16) for a sixteen (16) hour schedule, and for over forty (40) in a work week.

C. A Deputy Medical Examiner will be paid two and one half (2 1/2) his or her regular rate of pay for all hours worked on the dates specified in Article 7, "Section I.A" midnight to midnight, which shall be deemed the observed holiday for all Deputy Medical Examiners. Any employee who is not scheduled to work on an observed holiday shall be paid eight (8) hours of pay at his/her regular rate of pay in lieu of holiday leave.

D. Deputy Medical Examiners may trade shifts with the permission of the Chief

Deputy.

Department of Business and Community Services (DBCS):

I. Transportation and Other DBCS Divisions

A. CDL Drivers

For provisions governing CDL licensure, see "Section I, All Departments," above.

B. Emergency Conditions

Special terms and conditions of employment during periods of emergency shall be governed by the Emergency Conditions Provisions (Environmental Services), Addendum D.

C. Clothing and Equipment

1. Tools

The County agrees to replace all tools furnished by employees when such tools become damaged beyond usability or stolen on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft. Management will provide any new special tools required to perform special work.

2. Coveralls and boots

All Bridge Maintenance Mechanics, Striper Operators, Maintenance Workers, Maintenance Specialist (MS) Apprentices, MS 1, MS 2, and MS Seniors, in Land Use and Transportation will be issued, for County use, two pairs of coveralls which may be exchanged for laundered pairs on a weekly basis.

The County will provide high visibility rain gear to field personnel assigned to the Transportation Division who are required to work outdoors during inclement weather.

For the purpose of reimbursing for tar, paint, epoxy and cement damage, field personnel assigned to Land Use and Transportation ~~Division~~ and the Fleet Services Section shall, on an annual basis, and upon presentation of a receipt, be eligible for reimbursement up to an amount of ninety five dollars (\$95) for work shoes or boots. These employees will be required to wear work shoes or boots.

D. Premium Pay

Note: Premium pay items are listed in alphabetical order:

1. Chemical Application RightofWay

Persons in a classification paid lower than a Chemical Applicator Operator in the Road Maintenance Section who are properly licensed by the State of Oregon Department of Agriculture for "Public Pesticide Application RightofWay" and who are assigned to utilize this license to apply chemical, will be paid a five percent (5%) premium for each hour worked applying the license required chemicals.

2. Enductor (Vactor) Truck

The Maintenance Specialist 1 assigned to as the designated operator of the Enductor (Vactor) Truck will receive premium pay at the rate of fifty cents (\$.50) per hour.

3. Heavy Equipment

Persons in a lower classification in the Road Maintenance Section that are assigned to operate a piece of heavy equipment normally operated by a Maintenance Specialist 2 will be paid a premium of the lesser of fifteen percent (15%) of base pay or the first step of the Maintenance Specialist 2 Classification for all hours assigned to operate the heavy equipment. This premium will not apply to any employee volunteered training time.

4. Height Time Bonus Pay

When employees in Land Use and Transportation and Facilities and Property Management work on a structure 90 feet or more above the ground, floor, roadway, roof, or water, whichever surface is closest, and where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate. Furthermore, when Bridge maintenance personnel perform routine maintenance to the Hawthorne Bridge counterweight cables, all work done where a harness is used and workers are working from a hanging basket, the wage rate for such work shall be double the straight time hourly rate for the employees working from inside the basket.

When the aforementioned work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

5. Rock Crusher

Any Maintenance Worker assigned to the Rock Crusher, including the wash plant, shall receive a premium of twenty cents (20¢) per hour for hours operating the Crusher.

6. Scoop

Maintenance Workers for hours assigned to operate small loaders (rubber tire loaders less than two (2) cubic yards) will receive premium pay at the rate of fifty cents (\$.50) per hour.

7. Tractor Mounted Roadside Mower

Maintenance Workers assigned to operate a tractor mounted roadside mower will receive premium pay at the rate of fifty cents (\$.50) per hour.

DEPARTMENT OF HEALTH SERVICES:

Agreed Upon Variances

1. Any employee who arrives at his or her assigned clinic and is reassigned to another clinic for workload reasons may be required to work overtime on an involuntary basis in order to deal with the difference in shift ending times for the position to which he or she is assigned.

2. Any employee who works fewer than five days per week may be assigned a split work week, i.e., all days off need not be successive, provided that in no event shall such a schedule not contain two successive days off.

ADDENDUM D
EMERGENCY CONDITIONS PROVISIONS
(Department Business and Community Services)

I. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements for employees of the Transportation Division and Fleet Section during periods of emergency.

II. Agreement

A. An emergency is defined as inclement weather or other condition, which in the judgment of the Director of Community Services constitutes a present or imminent danger to the health, safety, or property of the people of Multnomah County.

B. During the term of such an emergency, the "work day" for pay purposes shall be the calendar day (midnight to midnight).

C. An employee sent home during the work day, regardless of whether or not the employee is recalled, shall receive a minimum of eight (8) hours of pay for that work day.

D. The total number of hours worked during the work day, regardless of how divided, shall be added to determine the total number of hours worked for pay purposes during the work day.

E. All hours worked in excess of eight (8) hours during the work day shall be compensated at the overtime rate of pay. However, on the first day of the emergency, any employee sent home and called back within the same work day shall receive an additional two (2) hours of overtime pay in addition to the compensation as computed and paid as the paragraph above.

F. All hours worked during swing and graveyard shifts shall be paid at the contractually required shift differential.

G. The provisions of the addendum shall be limited to the employees of the Land Use and Transportation Division and the Fleet Section.

ADDENDUM E
AUTO REIMBURSEMENTS 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 his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per month for parttime employees. To qualify for this reimbursement employees must be assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

D. Payment Rules for Alterations in Work Site

1. Temporary reporting place

Whenever an employee is temporarily required to report to work at any location more distant from his or her home than his or her permanent place of reporting, the employee shall be paid for the use of his or her personal transportation at the rate provided in "Section B" or "Section C" above as appropriate for additional miles traveled. This provision will

not apply when there is a permanent change in reporting location as determined by management with ten (10) days written notice to the affected employees and the Union. In instances in which an employee has no permanent reporting place, the County will designate one (1) work site as a "permanent place of reporting" for purposes of mileage reimbursement.

2. Secondary reporting place

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

II. Incidental Parking

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

III. Bus Pass

A. Statement of Purpose

For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, effective October, 2001, each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

B. Scope of Subsidy

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

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

C. Procedural Requirements

The procedural requirements for obtaining the pass and verification that the pass has been used solely by the employee shall be the same as apply to managerial employees. Such requirements may change from time to time to ensure efficient and effective

implementation of the program.

ADDENDUM F
DEPARTMENT OF LIBRARY SERVICES

The terms of the 2004-2007 Agreement shall apply except as indicated below:

Article 7. Holidays

I. Observed Christmas and New Year Holidays

a. In 2004-2005

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on, Friday, December 24; the Christmas holiday on Saturday, December 25; and the New Year holiday on Saturday, January 1, 2005.

(2) The Administration Building will observe the Christmas Eve holiday on Thursday, December 23; the Christmas holiday on Friday, December 24; and the New Year holiday on Friday, December 31, 2004.

b. In 2005-2006:

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on Saturday, December 24; the Christmas holiday on Sunday, December 25; and the New Year holiday on Sunday, January 1, 2006.

(2) The Administration Building will observe the Christmas Eve holiday on Friday, December 23; the Christmas holiday on Monday, December 26; and the New Year holiday on Monday, January 2, 2006.

c. In 2006-2007:

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on Sunday, December 24; the Christmas holiday on Monday, December 25; and the New Year holiday on Monday, January 1, 2007.

(2) The Administration Building will observe the Christmas Eve holiday on Monday, December 25; the Christmas holiday on Tuesday, December 26; and the New Year holiday on Monday, January 1, 2007.

II. Other Employees excepted by this Addendum's Holiday provision

Business Services Finance employees assigned to work in the Library Administration Building will work on November 11, Veterans' Day and will be paid at the straight time rate for those hours; in addition, they will be granted a Saved Holiday. This Saved Holiday must be used no later than December 24th each year.

Article 13. Work Schedules

The terms of this article shall apply except:

Section III. Work Days and Days Off

The provisions of this section shall not apply. Work schedules shall be designed so that all employees shall have at least two consecutive days off in each ~~four~~two week period. Employees may waive this right by written request to the supervisor with a copy provided to the Union.

Article 14. Compensation

The terms of this article shall apply except:

1. Shift Differential

Payment of shift differential as provided by "Section V" shall not apply. However, the Library acknowledges that work hours past six p.m. may require sacrifice on the part of employees. The Library will pay an hourly premium of \$0.75 for all hours worked after six p.m. until close of business.

Article 15. Classification and Pay Ranges

The terms of this article shall apply except:

- a. Librarian or Library Assistant performing limited supervisory duties

It is recognized that in those branch libraries without both a supervisor and/or administrator/manager a Librarian or Library Assistant may in the absence of the supervisor perform such limited supervisory tasks as approving leaves of absence and overtime, coaching employees, documenting performance and/or documenting disciplinary matters, handling worker's compensation incidents, coordinating the recruiting and hiring process, responding to facility emergencies and serving as the contact person for administrative staff. When the period of performance of such limited supervisory duties is forty (40) hours or more, an employee in the Librarian classification shall be paid a five percent (5%) work out of class differential; an employee in the Library Assistant classification shall be paid according to the provisions of Article 15, Section III A. 2.

Addendum B. Short Term Lead Worker Assignment and Pay

The terms of this addendum shall apply except:

It is recognized that the Library may have need for Lead Worker (PIC) assignments less than sixty (60) consecutive days which are deemed not to warrant a separate classification or work out of class pay. An employee in the Librarian or Librarian Assistant classifications shall

ADDENDUM F, DEPARTMENT OF LIBRARY SERVICES

be paid a five percent (5%) lead work differential for two or more consecutive hours worked as a short term lead worker.

Article 27. Termination

The terms of this article shall apply except:

The effective date of Addendum F shall be September 1, 2004.

**ADDENDUM G
DEPARTMENT OF
COMMUNITY JUSTICE SERVICES**

I. Scheduling

A. Any other employee of the Department of Community Justice Services, upon request and approval of their supervisors, shall establish a work schedule that is approved by their supervisors and that is responsive to the demands of their job. Such schedule shall be limited to a 40 hour work week.

If the work week is within the 40 hour cap, all hours worked shall be at the flat rate, on an hour for hour basis, regardless of the starting time, day worked, or length of the work day. Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted.

B. Variations of the established work schedule shall be approved by the supervisor.

C. Employees receiving "after hours work calls" may respond. If responding to after hours calls, employees will "adjust" their work schedule, hour for hour, within the forty hour work week with the approval of their supervisors.

II. Holidays

Because of the complexity of scheduling, and the participatory scheduling process involved for certain employees of the Department of Community Justice Services, any employee who is offered a holiday off on an observed holiday but chooses to self schedule himself on that day shall be granted a personal holiday in lieu of any other holiday observance or pay. This personal holiday shall be used within the fiscal year but in no event more than four months from the date of the holiday.

III. Mixed Shifts

Day Reporting Center/Learning Center. When employees at the Day Reporting Center/ Learning Center are regularly scheduled, in accordance with the provisions of Article 13, to work a combination of day and swing shifts which does not contain four like shifts within the work week, they will not receive relief shift differential for all shifts worked. They will receive swing shift differential for each swing shift worked

IV. Maintenance Crew Leader

Employees assigned as Maintenance Crew Leader shall receive boot/clothing allowance as follows:

- a. Work boots will be reimbursed up to \$100.00 annually. The boot must meet Forest Service standards. Employees may have their old boots resoled instead of

buying a new pair. The same maximum reimbursement standard applies. Staff who choose to not purchase their own work boots may use client boots from the Forest Project.

- b.** Daypacks will be reimbursed up to \$50.00 annually. The pack must be capable of carrying the necessary safety items for daily field trips. Staff who choose not to purchase their daypacks may use one of the Forest Project daypacks.
- c.** Rain gear will be reimbursed at a maximum of \$200.00 every two years. Staff who choose to not purchase their own rain gear may use County issued rain gear from the Forest Project.
- d.** In order to qualify for reimbursement, employees must average 30% time in the field with crews. Reimbursed equipment shall be considered property of the County. Employees leaving County employment may purchase their boots at a pro-rated cost.

ADDENDUM H 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. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in “Section B” below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules

1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The “work place” includes vehicles parked on County property.

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

- Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.

- Not possess or consume prescription medications without a valid prescription.

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

Employees shall:

- Not use, possess, or distribute illegal drugs.
- Not use or distribute alcohol without authorization.

3. Fitness for duty

Employees shall:

- Not report for duty while “under the influence” of alcohol or drugs.

An individual is considered to be “under the influence” of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be “under the influence” of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

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

- Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of Commercial Drivers Licenses (CDL's) may not perform safety sensitive functions, such as driving, at or above the .02% level.

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

- Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

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

4. **Cooperation with Policy Administration**

Employees shall:

- Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.
- Provide within twenty four (24) hours of request a current valid prescription in the employee's name for any drug or medication which the employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.
- Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.
- Complete any assessments or treatment programs required under this Policy.
- Sign a waiver upon request authorizing treatment providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.
 - Disclose promptly (upon the next working day) and fully to his/her supervisor:
 - i. All drug or alcoholrelated arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was 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-probationary 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:

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

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical dependency by a Substance Abuse Professional (SAP) as provided for in "Section D" below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

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

- i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;
- ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;
- iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

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

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has

been taken.

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

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

E. Return to Work Testing

Employees who test positive for being "under the influence" of drugs may 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.)*

IV. 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.

3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

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.

b. 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.

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. 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.

C. Testing Methodology

1. 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.

2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she 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.

ADDENDUM H, DRUG AND ALCOHOL POLICY

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

a. Test results will be issued by the MRO or the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or handdelivered to the employee within three working days of receipt of results by the County.

b. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the 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.

c. 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.

V. Definitions

A. Alcohol:

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

B. Controlled Substance:

All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules IV under the Federal Controlled Substances Act (21 USC § 811812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

C. County:

Multnomah County, Oregon.

D. Drug Paraphernalia:

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

E. Drug Test:

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

ADDENDUM H, DRUG AND ALCOHOL POLICY

F. Drugs:

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

G. Medical Review Officer (MRO):

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

H. On Duty:

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

I. Prescription Medication:

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

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

See "Section IV. B. 1. a" above.

K. Substance Abuse Professional (SAP):

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

L. Under the Influence of Alcohol:

See "Section III. B. 3" above.

M. Under the Influence of Drugs:

See "Section II. B. 2" above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or

ADDENDUM H, DRUG AND ALCOHOL POLICY

her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.
3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.
4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.
5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.
6. It is understood that this agreement constitutes a final warning.
7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain 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

ADDENDUM H, DRUG AND ALCOHOL POLICY

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 Disciplinary Authority)**	(Date)

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

_____	_____
(Multnomah County	(Date)
Labor Relations, if applicable*)	

Footnotes:

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

** Always necessary.

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

ADDENDUM H, DRUG AND ALCOHOL POLICY

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ADDENDUM H, DRUG AND ALCOHOL POLICY

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ADDENDUM I
OFFICE OF THE SHERIFF (MCSO)

I. Sign-Up

A. Vacation

Vacation sign-up shall be in accordance with Article 8 and the MCSO Memorandum issued pursuant to this article dated December 7, 1998.

B. Shift and Vacancy

1. Programs Unit

Filling a vacancy that occurs as a result of a change in work assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by Article 22, I, A through D.) shall be based on job class seniority. Work Assignment is defined as work site location which is a MCSO facility (MCDC, MWRC, MCEF, MCIJ, WAPATO). Work Unit is defined as the Programs Unit within the Business Services Division in MCSO. Shift is defined by both the hours and the days worked either on or off (i.e. "C" shift Tuesday- Saturday or "C" shift Sunday/ Monday off).

There shall be an annual sign-up for work location, shift and days off by job class seniority as defined by Article 2.XII, for all MCSO Corrections Counselors and separately for all MCSO Corrections Technicians for placement to occur at the beginning of the calendar year. If a vacancy occurs (as defined by Article 22 Section 1) or a need arises to change shifts, days off or work location other than at the beginning of the calendar year, then the provisions of Article 22 Section VI (A) apply so that management will seek qualified volunteers based on job class seniority. If there are no volunteers, the least senior qualified employee changes work location, shift or days off. Or if a 90-day or less vacancy occurs, Article 22, Section II (A) applies so that management can make a short term assignment (as defined in that article) at their discretion. All other provisions of Article 22 shall apply.

2. Auxiliary services unit

The provisions of Article 22 shall apply except as follows:

a. There shall be an annual sign-up for shift and days off by job class seniority as defined by Article 2. The criteria for selection of employees shall be as specified for shift vacancies in Article 22. Employees will additionally be afforded an opportunity to express a preference for work assignment and/or location; provided, however, that final determination in these matters is management's.

b. Vacancies which occur subsequent to the annual sign-up shall be filled by bid in accordance with the provisions of Article 22.

3. Facility security unit

The Facility Security Unit shall utilize the same procedure for shift and vacancy bidding as detailed above for Auxiliary Services.

4. Records unit

The Records Unit shall utilize the same provision as Auxiliary Services, provided that work assignment and location is deemed an exclusive management prerogative, shall not be part of the annual bidding process.

5. Other units

Other units shall conform with the requirements of Article 22 unless a formal exception is executed in accordance with the requirements of Article 26.

II. Shift Trades (Time Exchanges)

Shift trades shall be allowable subject to the terms and conditions of Special Order 99-17 dated June 1, 1999.

III. Uniforms

Records Unit employees required to wear uniforms shall receive upon hire into the unit a uniform allowance of two hundred dollars (\$200) and thereafter all request for additional uniforms shall be approved by MCSO Records Unit Manager prior to ordering.

ADDENDUM J SCHOOL BASED EMPLOYEES

The purpose of this Addendum is to set forth certain understandings between the parties concerning terms applicable to the limited duration layoff, summer work and recall of employees in the Health Department, Department of County Human Services and Office of School and Community Partnerships who work in School Base positions.

A. School based bargaining unit members who verify to the program manager a combination of work and vacation by May 7 to be in a paid status equal to their budgeted F.T.E. throughout the summer, shall not be laid off.

B. Bargaining unit members who do not have work available in their ten (10) month school based work site or who choose not to work outside of their school based site will be laid off during school closure for the summer.

C. Bargaining unit members who are laid off may be called back as regular employees as provided in Section H. Summer Work/Effect of Refusal.

D. Limitation on Bumping and Recall from School Based. Notwithstanding any other provision of this agreement, bumping by or recall of bargaining unit members who, for administrative purposes, are inside the County's school based program shall be limited to positions inside the school based program if the County declares in writing at the time layoff notice is given to the affected employee that the layoff is of limited duration due to summer school closure.

E. Administrative Purposes Defined. For purposes of this section "administrative purposes" means that the employee ordinarily files his or her payroll time sheet with the school based program.

F. Deviation from Seniority Order for Layoff or Recall/Effect on Seniority and Insurance Benefits. When implementing limited duration layoff or recall from such layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties' collective bargaining agreement. Such deviation shall not be for a period exceeding seven (7) calendar days. A more senior employee who would have been retained or recalled but for the departure from normal seniority order of layoff or recall may use vacation or leave without pay for the period between the date he or she would have bumped or been recalled under normal procedures and the effective date of the general school based health summer layoff or recall as determined by the School Based Manager. In addition, such employees will accrue seniority and be eligible for medical and dental insurance coverage as though they were laid off or recalled in accordance with normal layoff or recall procedures.

G. Probationary Employees. The probationary period of an employee on probation when a limited duration layoff takes effect shall be frozen over the summer and shall resume if the employee is recalled to work at the commencement of the next school year. This shall not apply if the County notifies the employee that his or her probationary service has been terminated.

H. Summer Work/Effect of Refusal. Bargaining unit members in School Based Program who perform bargaining unit work for the County while on limited duration layoff during summer school closure shall be paid at the same wage step they held when the limited duration layoff took effect. They shall also be employed pursuant to the terms and conditions of the collective bargaining agreement and receive all benefits/entitlements specified in the collective bargaining agreement as they do during the regular school year with the exception of Section IV of Article 21 and Article 11 Health and Welfare Benefits (see Section M of this Addendum for health and welfare benefits coverage). Employees on limited duration layoff who are working are not eligible for lead pay unless working in a lead assignment in school based program. An employee may refuse to accept work that is offered, with the understanding that such refusal may affect eligibility for unemployment compensation.

I. Layoff or Carryover of Accumulated Vacation. Notwithstanding any other provision of this agreement, an employee subject to limited duration layoff in school based program may request payoff of some or all of his or her accumulated vacation. Such request shall be made in writing to the School Based Manager, the Department's Human Resource manager and Payroll Supervisor of the Department of Business & Community Services within three (3) days after the employee receives notice of limited duration layoff. In the absence of such notice, vacation will be carried on the books over the summer unless the employee is subsequently terminated or resigns. In such case, normal provisions relating to vacation payoff shall apply.

J. Considerations in Use of Vacation. Notwithstanding subsection H above, the parties acknowledge that although requests to take vacations during the school year may in some cases be granted, the risk that management will deny such a request is significantly greater than in other county operations, due to the need to provide services to students when schools are in session. For that reason, School Based Program Employees are encouraged to continue to select vacation times during Christmas and spring school vacations to the extent approved by management. Further, employees facing limited duration layoff should take into account the limited availability of time off when schools are in session, the vacation accumulation ceilings set forth in this agreement, and the risk of forfeiture of vacation (when accumulation ceilings are reached) when deciding whether to carry their accumulated balance forward.

K. Alternative Compensation. The Board of County Commissioners may adopt and

implement a uniform policy whereby employees who transfer or are newly hired into the school based program are required as a condition of such transfer or hire to sign an agreement accepting the payment of County medical and dental insurance premiums in lieu of government unemployment insurance payments during the period of a limited duration layoff due to summer closure.

L. Alternative Benefits. If the State of Oregon adopts a law which uniformly disqualifies employees on a limited duration layoff from receiving unemployment insurance, even if they are available for and actively seeking suitable interim employment, the County and Union agree to meet to negotiate over the terms of possible alternative benefits or compensation to cover that period of unemployment. This shall be construed only as contractual authorization for such a policy. This shall not be construed as a purported waiver by the union of individual employee rights under the Oregon unemployment compensation statute.

M. Insurance Benefits for Summer Work. If the employee's last regularly scheduled workday in pay status falls on or before the fifteenth (15) day of the calendar month in which the employee begins limited duration layoff, medical/vision and dental benefits toward which the County has contributed will lapse at the end of that month. If such work day falls after the fifteenth (15) of the calendar month in which the employee begins limited duration layoff, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15th: Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.) Employees will be treated as a regular employee for purposes of receiving health benefits per Article 11 provided they work a minimum of two (2) shifts from July 16 through July 31.

N. The County agrees to apply for the "teachers waiver" so that employees laid off as the result of limited duration layoff who are rehired within 90 days will be reinstated with supplemental life and short term disability insurance that was in force at the time of layoff.

O. Any dispute over the meaning, interpretation or application of this Addendum shall be resolved through the grievance procedure set forth in Article 18.

Holidays:

Notwithstanding the provision of Article 7, members of the bargaining unit regularly assigned to the School Based Program/School Based Mental Health Program who request and are granted time off during the school winter vacation closure will be permitted, upon advance written request, to use leave without pay without first exhausting paid vacation, Saved Holiday time and compensatory time off. Employees who take such period as an authorized, unpaid leave of absence shall receive their Christmas and New Years Holiday pay even though they are not in pay status on the days before and after such holidays.

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