
2007-2011



AGREEMENT

between

Multnomah County, Oregon

and

Multnomah County Employees Union

Local 88, AFSCME AFL-CIO



AFSCME LOCAL 88 WELCOMES YOU TO OUR WORKPLACE

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

AFSCME Local 88, received it's charter in 1937 and today represents 5 units of members in the metropolitan area, the largest being general employees of Multnomah County. Our Local is nearly 3000 members strong and is supported by Oregon AFSCME Council 75, aligned with AFSCME International, and is affiliated with the AFL-CIO.

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

Union Office

AFSCME COUNCIL 75
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Meetings are held at the union office on East Burnside

E-Board Meeting: first Wednesday of the month at 6:15 PM

Steward Meeting: third Wednesday of the month at 6:00PM

General Membership: third Wednesday of the month at 7:00PM, no December meeting

Shop Steward:		Phone Number:
Chief Steward:		Phone Number:
Staff Representative:		Phone Number:

**2007-2011
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY EMPLOYEES
UNION LOCAL 88
AFSCME, AFL-CIO**



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

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

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, AFL-CIO, hereinafter referred to as the Union.

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

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

ARTICLE 2
DEFINITIONS

I. Countywide Seniority:

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

II. 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.

III. Full-time employee:

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

IV. FTE, or full time equivalency:

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

V. Job Sharing:

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

VI. Job Class Seniority:

The total length of accumulated service within the affected job classification and its equivalent within the County for purposes of shift and vacation bidding, transfers within classification, and anniversary dates. Seniority is calculated using the rules found in Article

21.II.b. Additional Job Class Seniority rules are as follows:

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

B. Time spent on a probationary period that is not completed will count toward the employee's previous classification, if any, unless such probationary period was in a classification outside the Local 88 bargaining unit, then such time will not count if such period is in excess of six (6) months. Time spent on a trial service period after lateral transfer that is not completed will be counted toward the previous classification.

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

VII. Limited Duration employee:

Limited duration appointments may be made for assignments of uncertain or limited duration. Such appointments shall be for a stated period not exceeding two (2) 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.II.B.6.

A regular employee appointed to a limited duration appointment shall be reinstated to a position in his/her former classification, looking first at vacancies within the department in which the limited duration appointment exists and then Countywide, 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 and will appear on the annual seniority list in their base classification. Limited duration appointments shall be made only with the agreement between the Union and Labor Relations.

VIII. 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.

IX. Part-time employee:

An employee regularly scheduled to work forty (40) hours or more during two work

1 weeks, but less than full time.

2 **X. Probationary employee:**

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

11 **XI. Promotional Probationary employee:**

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

21 If a newly appointed employee is promoted during his or her initial twelve (12) month
22 probationary period (hereinafter "initial probationary period"), his or her initial probationary
23 period shall terminate twelve (12) months from the date the employee began work in the
24 classification from which he or she was promoted. The promotion has no effect on the initial
25 probationary period. The promotional probationary period extends six (6) months from the
26 date of the promotion or until the end of the initial probationary period, whichever is later.
27 During the initial probationary period, an employee may be terminated without just cause or
28 appeal regardless of promotion. If an employee is terminated from his or her promotional
29 position after completing his or her initial probationary period, he or she has return rights to the
30 classification from which he or she promoted unless dismissed for just cause.

31 **XII. Regular employee:**

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

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

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

5 **XII. Temporary employee:**

6 An employee whose appointment is uncertain due to an emergency workload, absence
7 of an employee or because of a short-term need for a skill or ability. A temporary appointment
8 may be made for a period of up to six (6) months or one-thousand and forty (1040) hours
9 within the preceding twelve (12) months. A temporary employee who has already worked one-
10 thousand and forty (1040) hours may be appointed within the same twelve (12) month period
11 to another position typically by a different Department, following a break in County service
12 lasting fifteen (15) days or longer. A temporary employee may be re-appointed to a different
13 position when an unforeseen circumstance requiring the employee's services arises shortly
14 after the termination of one appointment, even when the break in service is limited. Temporary
15 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. On-call employees whose appointment is intermittent, irregular or is normally less than half-time

C. Employees certified to another bargaining unit

D. Supervisory and confidential employees as defined by ORS 243.650, and such others as mutually determined by the parties

E. Professional employees, limited to physicians, dentists, pharmacists, attorneys (including law clerks), and chaplains, or as mutually determined by the parties

F. Managerial and administrative employees, including employees not excluded as professional, confidential or supervisory as defined above, but employees who were determined to constitute a community of interest distinct from the bargaining unit as mutually determined by the parties, including: HR Technicians, HR Analyst 1s and 2s in Risk Management/Benefits; 1 Finance Specialist 2 in the Payroll unit; the HR Technician in DCM HR; the HR Technician in DCHS HR; the HR Technician in the Health Department HR; and 1 HR Analyst 2 in Risk Management/Worker's Compensation.

G. Elected officials and their directly appointed staff.

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

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

III. Disputes Concerning Newly Created Classifications or Positions

In the event of disagreement as to the status of newly created or modified

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

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

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

11 **V. Temporary List**

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

16 **VI. Certification of Union Officers**

17 The President of Local 88, or his or her designee, shall on a quarterly basis, provide
18 the County with a written list of the current Union officers and stewards responsible for contract
19 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 self-organize, to form, join or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Union activities.

II. Union Security and Check-off

A. Deduction of Union Dues and Fair Share Service Fees

1. Amount deducted each payroll period

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

a. Union dues

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

b. Fair share service fee

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

1 aggregate of all deductions shall be remitted, together with an itemized statement, to the
 2 Treasurer of the Union at an address certified to the County in writing by the Union President
 3 or their designee, within five (5) working days after it is withheld or by such time as the parties
 4 mutually agree in writing.

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

6 **Fees**

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

14 **5. Appointment to excluded positions**

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

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

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

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

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

28 **c.** All bargaining unit members who are fair share.

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

31 **B. People Committee Deductions**

32 To the extent allowable by law, employees may authorize payroll deductions for
 33 the People Committee by submitting the form provided by the Union to Central Payroll. The

1 County agrees to provide the Union by the tenth (10th) of each of month a listing of employees
2 that are making PEOPLE contributions and amount deducted per employee.

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

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

11 **III. Union Representation**

12 **A. Contract Negotiations**

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

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

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

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

25 **B. Employee Relations Committee Meetings**

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

34 **C. Grievances and Contract Administration**

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

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

6 **1. Bulletin boards**

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

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

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

19 **i.** When such use is de minimis and incidental, such as
 20 arranging a meeting with a fellow shop steward or the Council Representative.

21 **ii.** For the purpose of conducting an investigation of a
 22 grievance, such as individual inquiries to co-workers which would otherwise be conducted over
 23 the telephone.

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

27 **iv.** On the employee's own time, for the purposes of utilizing
 28 a link on the MINT, or its successor, to reach a Union internet site. Any use of such sites will
 29 comply with MCPR 3-35 and shall exclude blogging, use of chat rooms, instant messaging or
 30 other live person to person electronic communication, and political activities as prohibited by
 31 law.

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

vi. The Local 88 President or designee may use the County's email system for the purpose of communicating with Local 88 members. All such communications shall comply with Personnel Rule 3-35. Communications that are sent to employees within a single Department shall be approved by the Department Director or designee prior to distribution. Communications that are distributed to employees in more than one Department shall be approved by the director of Central Human Resources or Labor Relations prior to distribution. Examples of such communications may include, but are not limited to: meeting announcements; Union elections and ratification votes; Union appointments; bargaining updates prior to impasse; seniority lists; and miscellaneous surveys.

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)

1 working days per fiscal year, per member. An additional sixteen (16) working days of paid
2 Union Reimbursable Time leave shall be granted upon request to any elected Union delegate
3 selected to attend official AFL-CIO or other certified AFSCME activities. Additional paid time
4 may be granted by mutual agreement of the parties.

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

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

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

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

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

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

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

15 **G. Visits by Union representatives**

16 The County agrees that accredited representatives of the American Federation
17 of State, County and Municipal Employees, AFL-CIO, whether local Union representatives,
18 District Council representatives, or International representatives, upon reasonable and proper
19 introduction, shall have reasonable access to the premises of the County at any time during
20 working hours to conduct Union business. The Union agrees that such visits will cause no
21 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

- 1 County meetings, including but not limited to Multnomah County Board Rooms/Meetings and
- 2 County offices.
- 3 Employees engaged in informational picketing shall be subject to the work rules of the
- 4 County organization to which they are assigned.

ARTICLE 7
HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

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

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

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

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

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

5. Memorial Day (last Monday in May)

6. Independence Day (July 4th)

7. Labor Day (1st Monday in September)

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

9. Thanksgiving Day (4th Thursday in November)

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

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

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

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

B. Hours of Paid Leave on Observed Holidays

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

1. Full-time employees on a regular work schedule

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

2. Part-time employees

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

b. During the week of a holiday, the County may permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave. If part-time employees are offered an opportunity for a modified work schedule for the week of a holiday and elect not to change from the normal work schedule, when work units are not able to permit a modified work schedule due to operational needs or when the work place is closed on that date, at the employee’s option, employees may use vacation time or other earned leave to supplement the pro-rated holiday pay in order to receive a normal check or receive a short pay check based on pro-rated pay for the holiday.

3. Full-time employees on an irregular work schedule

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

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. Part-time 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 or Floating 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 one-and-one-half (1 ½) 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

1 of leave to which he/she was eligible. The employee may elect to accumulate such leave as
2 Saved Holiday time subject to the provisions of "Section I" above, or be paid at the employee's
3 regular rate of pay. The election must be submitted by the employee in writing to his or her
4 immediate supervisor on the forms so provided.

5 **B.** Subject to supervisory approval, an employee whose regular day off falls on the
6 officially observed holiday and whose observed holiday, pursuant to Section II.A-C above, falls
7 on a regular work day, may voluntarily change the day of his/her observed holiday within the
8 pay period in which the holiday falls. All requests must be in writing and submitted to the
9 employee's supervisor prior to the date on which the employee wishes to observe the holiday.
10 Employees who voluntarily change the date of their observed holiday will be paid as if the
11 holiday were taken on the observed day as provided for in Section II above and shall not be
12 entitled to the additional compensation provided for in "Section III.A." above.

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

16 **IV. Holiday During Leave**

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

ARTICLE 8
VACATION LEAVE

I. Accrual

Each regular employee shall accrue vacation leave from the first 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</u> <u>by Forty Hour</u> <u>Employees</u>	4. <u>Maximum</u> <u>Hours</u> <u>Accruable</u>
Less than 2	4.0	96 (2.4 wks.)	224
2 to 5	5.0	120 (3.0 wks)	248
5 to 10	6.0	144 (3.6 wks.)	280
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

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

B. Years of service indicated in Column 1 are continuous County service years as defined in MCPR 1-10-040 and will be adjusted for unpaid leaves of absence, or layoffs, in excess of thirty (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 (16) 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 negotiated between the Union, Labor Relations and each Department and is 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".

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

A. Use of Emergency Leave and Preventative Health Care Leave

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

B. Emergency Leave

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

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

C. Preventative Care

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

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

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

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

2. Covered health conditions

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

3. Parental leave

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

4. Occupationally related conditions

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

B. Accrual

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

C. Reporting of Sick Leave

An employee who has a position which requires a replacement during illness must notify the supervisor on duty in sufficient time (at least one (1) hour) before the beginning of his or her shift so that a replacement may be obtained. Other employees must notify their immediate supervisor, if available, or work site no later than fifteen (15) 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 (10) hours of sick leave in the current fiscal year will receive eight (8) 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 subject to the provisions of the law.

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 verification 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 (3) 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 (6) months or until use of intermittent leave ends, whichever comes sooner; in such cases the provisions of Article 22 will not apply.

1 **c. Excessive absenteeism**

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

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

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

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

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

15 v. The pattern of use, and whether the absences are clearly
16 for bona fide sick leave purposes.

17 **C. Sequencing of Leaves**

18 The use of vacation leave, saved holiday time, compensatory time, and leave
19 without pay is subject to approval by management according to the requirements of Articles 8,
20 7, 14, and 10, respectively. However, unless otherwise required by law, forms of leave shall
21 be used and exhausted in the following sequences:

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

24 a. Sick leave until it is exhausted;

25 b. Vacation leave, saved holiday time, or compensatory time,
26 sequenced at the employee's option, until they are exhausted;

27 c. Leave without pay.

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

29 Paid leave until it is exhausted; employees will determine what order
30 paid leave is used;

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

32 a. Vacation leave, saved holiday time, or compensatory time,
33 sequenced at the employee's option (to the extent allowed by vacation sign-up provisions) until
34 they are exhausted;

b. Leave without pay

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

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

1. Continuous leave

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

2. Intermittent leave

Intermittent leave without pay used in lieu of sick leave is not subject to the six (6) month entitlement provided for above. When such leave significantly affects an employee's job performance and is not subject to the requirements of law (including but not limited to the FMLA), 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.

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

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

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 County-paid 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 County-paid 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, compensatory time, and saved holiday 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.

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

6 **B. Subpoenas**

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

9 a. The time served occurs during regularly scheduled working
 10 hours; and

11 b. The employee is subpoenaed to testify; and

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

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

17 **C. Merit System Council Hearings**

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

20 **III. Military Leave**

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

25 **IV. Bereavement Leave**

26 An employee shall be granted not more than three (3) days leave of absence with full
 27 pay in event of death in the immediate family or immediate household of the employee to make
 28 household adjustments or to attend funeral services. If such funeral is beyond three-hundred
 29 and fifty (350) miles, the employee shall be granted additional time for travel not to exceed
 30 three (3) additional days with pay. The amount of additional leave shall be at the discretion of
 31 his or her supervisor on the basis of the employee's travel and personal needs. For purposes
 32 of Bereavement Leave, an employee's immediate family shall be defined as his or her spouse
 33 or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings,
 34 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 (5) 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:

- A. Vacation leave
- B. Saved holiday time
- C. Compensatory time
- D. 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 (1) of the above categories unless he or she is two (2) 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

The following cost sharing model and the plan design changes as listed in Addendum K are the default options if the Employee Benefit Team (EBT) (as outlined under section I.B.) is unable to reach agreement.

A. Contribution Toward Insurance Premiums

1. Full-time employees

a. Full-Time Employee - Definition

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

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of medical/vision/prescription benefit plan coverage will be as follows:

Plan		Total Premium	Full-Time Employee Monthly Contribution Rate	
ODS Plus PPO Plan				
	Single	\$499.68	\$49.98	
	Two-Party	\$999.38	\$99.94	
	Family	\$1,425.14	\$142.50	
ODS Preferred PPO Plan				
	Single	\$439.18	\$13.18	
	Two-Party	\$878.36	\$26.36	
	Family	\$1,252.58	\$37.58	
ODS Major Medical Plan - Full-Time employee receives \$50 monthly rebate				
	Single	\$225.06	\$0.00	
	Two-Party	\$448.68	\$0.00	
	Family	\$639.14	\$0.00	

Kaiser HMO Plan				
	Single	\$430.64	\$8.60	
	Two-Party	\$861.28	\$17.24	
	Family	\$1,227.32	\$24.54	

The County and Union agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 each eligible full-time active enrolled employee's monthly contribution for medical/vision/prescription coverage will be calculated as a percentage of the total monthly premium for each medical/vision/prescription benefit plan is as follows:

Health Plan	County Contribution	Full-Time Employee Contribution
ODS Plus Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

c. Dental Insurance

Effective July 1, 2007 each eligible full-time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be as follows:

Plan	Total Premium	Full-Time Employee Monthly Contribution Rate
ODS Dental Plan		
Single	\$46.92	\$4.68
Two-Party	\$93.86	\$8.46
Family	\$133.72	\$12.04

Kaiser Dental Plan				
	Single	\$71.66	\$8.04	
	Two-Party	\$143.30	\$16.08	
	Family	\$204.20	\$23.80	

The County and Union agree to shift the Health plan year from the current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 each eligible full-time active enrolled employee's monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium for each dental benefit plan is as follows:

Dental Plan	County Contribution	Full-Time Employee Contribution
ODS Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

2. Part-time employees

a. Part-Time Employee - Definition

Employees who are regularly scheduled to work twenty (20) to thirty-one and ninety-nine-one-hundredths (31.99) hours per week.

b. Medical/Vision/Prescription Insurance

Effective July 1, 2007 each eligible part-time active enrolled employee's monthly contribution for the purchase of a medical/vision/prescription benefit plan is as follows:

Plan	Total Premium	Part-Time Employee Monthly Contribution Rate
ODS Plus PPO Plan		
Single	\$499.68	\$274.62
Two-Party	\$999.38	\$550.70
Family	\$1,425.14	\$786.00

ODS Preferred PPO Plan				
	Single	\$439.18	\$164.12	
	Two-Party	\$878.36	\$379.68	
	Family	\$1,252.58	\$563.44	
ODS Major Medical Plan				
	Single	\$225.06	\$0.00	
	Two-Party	\$448.68	\$0.00	
	Family	\$639.14	\$0.00	
Kaiser HMO Plan				
	Single	\$430.64	\$155.58	
	Two-Party	\$861.28	\$362.60	
	Family	\$1,227.32	\$538.18	
Kaiser Maintenance Medical Plan				
	Single	\$323.04	\$0.00	
	Two-Party	\$646.06	\$25.84	
	Family	\$920.64	\$64.44	

The County will provide the ODS Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional fifty dollar (\$50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

The County and Union agree to shift the Health plan year from its current fiscal year basis of July – June to a calendar year basis as of January 1, 2009. Although the above listed Total Premiums may change on July 1, 2008, the County agrees to maintain the listed Employee Monthly Contribution Rates through December 31, 2008.

Effective January 1, 2009 the County will provide the ODS Major Medical Plan at no cost to part-time employees. The part-time employee's monthly contribution rate for the Kaiser Maintenance Plan will equal ten percent (10%) of the total monthly premium for the Kaiser Maintenance Plan. Otherwise, part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the

1 Major Medical Plan and the cost of the selected plan based on coverage level (single, two-
2 party, or family). The County will provide an additional fifty dollar (\$50) monthly premium
3 subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred
4 PPO Plan, regardless of tier.

5 **c. Dental Insurance**

6 Part-time employees may receive dental benefits upon payment
7 of fifty percent (50%) of the total monthly dental plan premium.

8 **d. Joint Committee on 30 Hour Employees**

9 The parties recognize that the current structure for employees
10 who work thirty (30) hours but less than thirty-two (32) hours per week should be reviewed and
11 modified. The parties agree to form a joint labor management committee to review the
12 feasibility of modifying the benefits structure for employees who are regularly scheduled to
13 work thirty (30) hours per week but less than thirty-two (32) hours. The committee is
14 specifically charged with exploring the feasibility of options for cost sharing. In proposing
15 changes, the committee shall give consideration to increased costs to the County, ease of
16 administration, the current contract provisions for premium reimbursement, and consistent
17 treatment of all benefit eligible part-time employees. The Committee shall convene no later
18 than forty-five (45) days following the Board of County Commissioners ratification of this
19 agreement, and shall complete its work and issue a recommendation for changes no later than
20 September 30, 2008. Any changes agreed to as a result of the committee's recommendations
21 will be implemented through a Memorandum of Agreement between the parties, subject to
22 ratification as required by Union and County requirements.

23 **B. Changes in Plan Designs During the Term of Agreement.**

24 Local 88 and the County recognize the increase in health care costs to be a major
25 concern. In an effort to collaborate over quality health plans, design changes and increasing
26 costs, the parties agree to establish an eight (8) member team (four (4) for each party) to
27 review and approve carrier or county initiated changes in plan designs, changes in plans
28 offered, or changes in carriers, prior to implementation for the following plan year. Meetings
29 will commence no later than forty-five (45) days after ratification of this agreement to establish
30 initial guidelines for Employee Benefit Team (EBT). For the first year, the EBT shall meet
31 weekly to review the current structure and proposed changes. Changes in plans or plan
32 designs which are mandatory due to carrier changes, and which cannot be resolved by the
33 committee, shall be subject to impact bargaining only. Mandated coverage changes due to
34 Federal or State laws, rules, or regulations shall be presented to the EBT but will be

implemented by the County as required by law. The EBT shall examine alternatives to the plan design changes outlined in Addendum K. If the parties are unable to reach agreement on alternatives the plan design changes in Addendum K shall by default become effective on January 1, 2009.

C. Premium Calculations

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

D. Employee Contribution

Employee contributions will be made through payroll deductions. Enrollment in a County sponsored medical/vision/prescription plan and associated employee contribution is mandatory for employees who do not "Opt Out" of medical/vision/prescription coverage.

E. Major Medical Plan Rebates

Full-time employees who elect coverage under the Major Medical Plan will be paid fifty dollars (\$50) (gross) per month.

F. Opt-Out - Waiver of Benefits.

a. Employees may elect to waive participation (Opt Out of coverage) in the County's medical/vision/prescription insurance plans by making that election on their Benefit Enrollment form. Employees making such election must provide proof of other group medical/vision/prescription insurance in order to make the Opt Out election. Employees will not be eligible to change their election until the County's official open enrollment period, unless the employee experiences an IRS recognized family status change event that would allow a mid-year health plan election change.

b. Full-Time Employees Who Opt Out.

Effective July 1, 2007 employees who Opt Out of medical/vision/prescription coverage will receive a reimbursement paid by the County of one-hundred and fifty dollars (\$150) (gross) per month.

Effective January 1, 2009 employees who Opt Out of medical/vision/prescription coverage will receive a reimbursement paid by the County of two-hundred and fifty dollars (\$250) (gross) per month.

1 c. **Part-Time Employees who waive coverage.**

2 Effective July 1, 2007 employees who waive medical/vision/prescription
3 coverage will receive a reimbursement paid by the County of seventy-five dollars (\$75) (gross)
4 per month.

5 Effective January 1, 2009 employees who waive
6 medical/vision/prescription coverage will receive a reimbursement paid by the County of one-
7 hundred-twenty-five dollars (\$125) (gross) per month.

8 **G. Successor Plans and Carriers**

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

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

16 **H. Premium Reimbursement for Part-time employees**

17 Part-time employees who work full time (at least eight tenths (.8) FTE) for six (6)
18 consecutive pay periods will be reimbursed for the difference between the part-time employee
19 contribution and the full-time employee contribution, as if they were entitled to full-time benefits
20 during that period for their elected County offered medical and/or dental plans. A part-time
21 employee who has elected the Kaiser Maintenance Plan will be reimbursed for the amount of
22 their part-time employee contribution (because this plan does not have a full-time equivalent
23 plan). There is no reimbursement available to employees who have elected the Major Medical
24 Plan or who Opt Out. Any such premium reimbursements made to the employee will be
25 adjusted for appropriate taxes.

26 “Work” for purposes of this section is defined as regular hours worked, and any
27 paid time such as vacation or sick time. Such payments will be made only upon written
28 request submitted by the employee to the Employee Benefits Office within ninety (90) days of
29 the last payroll period of full-time work.

30 **I. Retirees**

31 Provisions governing retiree participation in County medical and dental plans
32 are in Article 16, “Section VI”.

33 **J. Default Enrollment**

34 1. New full-time employees who fail to submit timely application for

enrollment into the medical-dental benefit plans described in Section A will be enrolled by default in the County's Major Medical plan and ODS Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits application requesting dependent enrollment within fifteen (15) days of receiving notice of his or her default enrollment.

2. New part-time employees who fail to submit a timely application for enrollment into the medical and dental benefits described in Section A above will be enrolled by default in the County's Major Medical plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plan if the employee submits application requesting dependent enrollment within fifteen (15) days of receiving notice of his or her default enrollment.

K. Eligible Dependents (Enrollment & Termination of Enrollment)

1. Spouses and domestic partners

a. 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:

(a) Jointly shares the same permanent residence for at least six (6) 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 (6) month waiting period is waived; and

(b) Has a close personal relationship; and

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

(1) Are not legally married to anyone;

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

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

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

(5) Are each other's sole domestic partner;

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

Domestic Partnership.

b. Enrollment of Spouse/Domestic Partner

Employee may enroll spouse or domestic partner 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. Spouse or domestic partner must be enrolled in the same plan as the employee.

2. Children

a. Definition

"Eligible children" includes:

i. any unmarried, biological or adoptive child of the employee or employee's spouse/domestic partner, who is under the age of twenty-three (23), is a dependent under the federal tax code, and chiefly supported by the employee or employee's spouse/domestic partner; or

ii. a court appointed ward of the employee or employee's spouse/domestic partner; or

iii. anyone under the age of twenty-three (23) for whom the employee is required by court order to provide coverage, or

iv. the children (grandchild of employee) of enrolled, eligible children of the employee or employee's spouse/domestic partner when both grandchild and parent child are currently enrolled as dependents under employee's County sponsored coverage.

An eligible dependent enrolled under employee's County sponsored health plan, who becomes permanently disabled prior to their twenty-third (23rd) birth date, may be eligible for continued health plan coverage after reaching the usual maximum dependent age of twenty-three (23). Employees with a dependent child in this situation should contact the County Employee Benefits Office three months prior to child's twenty-third (23rd) birth date to initiate eligibility review process.

b. Enrollment of Dependent Children

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

3. Termination of Dependent Health Plan Coverage

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

b. Employees whose marriage or domestic partnership ends must complete, sign, and file with the Employee Benefits Office a copy of the statement of Termination of Marriage/Domestic Partnership within ninety (90) days of death, divorce, or dissolution of marriage/domestic partnership.

c. Employees must remove from coverage a child who has become ineligible because he or she is twenty-three (23) years old, or for any other reason within ninety (90) days of disqualifying event by completing a Benefit Change form and submitting completed form to the Employee Benefits Office.

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

e. Employees who fail to remove an ineligible spouse, domestic partner, or child within ninety (90) days of the qualifying event will be required to reimburse the County sponsored health plan for claims incurred and paid for during the time the former spouse, partner, or child remained enrolled but was no longer eligible for coverage.

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

2. Benefits coverage for terminating employees

a. Retirees

i. **County-subsidized coverage**

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

ii. **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**

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

<u>Last Working Day</u>	<u>Coverage Ends</u>
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

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

ii. **Unsubsidized benefits**

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

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

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

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

b. **FMLA and OFLA Leaves**

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

If the employee remains on unpaid leave for more than thirty (30) days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence

per "Subsection c.i" below, except that the last day of FMLA leave will be deemed the employee's last day in pay status.

During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage.

c. Non-FMLA/OFLA unpaid leaves

i. Lapsing of County-subsidized coverage

If the employee's last regularly scheduled work day in paid status occurs:

<u>Last Day In Paid Status</u>	<u>Coverage Ends</u>
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's County sponsored health plan coverage will end August 31.

ii. Continuation of Coverage through COBRA

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

iii. Benefits Coverage upon return from a leave

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

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

II. Other Benefits

1 **A. Flexible Spending Accounts**

2 **1. Medical expenses**

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

7 **2. Dependent care expenses**

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

12 **B. Life Insurance**

13 The County agrees to provide each employee covered by this Agreement with
14 term life insurance in the amount of thirty-thousand dollars (\$30,000). Employees may
15 purchase supplemental term life insurance coverage for themselves, their spouse or their
16 domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary
17 according to age of the insured. Retirees of Multnomah County who have at least ten (10)
18 years of County service will be provided with two thousand dollars (\$2,000) term life insurance
19 during the period of time they receive pension benefits.

20 **C. Emergency Treatment**

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

26 **D. Disability Insurance**

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

29 **E. Long Term Care**

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

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 re-employment and non-discrimination.

C. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659.415, 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

take-home pay (as calculated in accordance with Workers' Compensation regulations) subject to the following conditions:

A. Supplemental benefits shall only be payable for those days 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-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 subject to the provisions of Article 9, Sick Leave.

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 (6) months or the legally mandated period, whichever is greater, provided that the employee continues to be eligible and pays the premiums as required.

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

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

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

VI. Benefits

A. The County shall continue to provide medical and dental benefits for an employee with a compensable claim and his or her dependent(s) from the first day of

1 occupational disability, subject to the limitations of Article 11, Health and Welfare, if any, for a
2 period of one (1) year or such longer period as may be required by law.

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

6 **VII. Borrowing of Sick Leave**

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

ARTICLE 13
WORK SCHEDULES

I. Posting of Work Schedules

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

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

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

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

II. Right to Compensation for Regularly Scheduled Hours

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

III. Work Days and Days Off

A. Scheduling Requirements

1. Employees working 40 hours per week

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

b. Alternate Work Week Schedules

Alternate work week schedules are defined as seven (7) consecutive calendar days beginning four (4) hours after the employee's start time on Monday and ending four (4) hours after the employee's start time on the following Monday, or beginning four (4) hours after the employee's start time on Friday and ending four (4) hours after the employee's start time on the following Friday; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and is four (4) or five (5) consecutive days beginning at 12:01 a.m. Monday and ending on the following Sunday at 12:00 midnight. Nine-Eighty's (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 (40) hours per week will be scheduled to work no more than five (5) days a week, and at least two (2) of their days off must be consecutive.

B. Changing Scheduled Days of Work and Days Off

1. Voluntary changes

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 (14) day period following the transition from one schedule of work days and days off to another, the provisions of "Section III.A " above will not apply, and, for example, the employee may have split days off.

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 (14) day transition period:

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

b. No employee normally scheduled to work forty (40) hours per week shall be paid for less than eighty (80) hours in a semimonthly pay period as a result of the application of the provisions of this subsection, except that in the second 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 (40) hours a week will be scheduled to work four (4) or more consecutive hours a day. Any meal periods to which the employee is entitled will be on unpaid time, unless the employee is on a continuous duty schedule per "Section C.3" below.

B. Breaks

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

1. During the normal work day

a. Employees working six or more hours a day

Employees scheduled to work six (6) or more hours a day are

entitled to a fifteen (15) minute break during the first 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 (2) hours after the previous break or meal period. Breaks for employees scheduled to work eight (8) or ten (10) hours in a day will be scheduled at the middle of each half of the work day whenever practicable.

b. Employees working fewer than six hours a day

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

2. While working overtime

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

3. While on a continuous duty schedule

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

C. Meal Periods

1. Entitlement to a meal period

The work schedules of employees working more than six (6) hours in a work day will include a meal period. An employee who has worked eight (8) or more hours in a work day and who works two (2) hours beyond 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 (30) minute meal period unless they request and management approves a one (1) hour meal period. Management may rescind approval for a one (1) hour meal period, subject to the provisions for changing work schedules in "Section I" above.

b. Scheduling

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

ii. When a one (1) hour meal period is requested and approved, management will make adjustments to the employee's starting and/or quitting time,

subject to the provisions for changing work schedules in "Section I" above.

3. Paid meal periods:

a. 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's 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.

b. Temporary assignment

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

D. Clean-Up 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 clean-up time prior to the end of each shift. The County shall provide the required facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early 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 (1) 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. Job Sharing

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

B. The County will develop a personnel rule and model agreement on job sharing in consultation with the Union.

C. Leave and Holiday Pay

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

D. Job Share Vacancy.

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

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

VII. 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 eight (8) minutes late are not required to

1 make up the missed minutes and shall be paid for a full shift without charge to a leave
2 account. Employees who are more than eight (8) minutes late may be charged paid leave for
3 time late or may be allowed to flex time at the manager's discretion. An employee who starts
4 work after their start time is considered to be late. Being late to work can be grounds for
5 discipline up to and including dismissal.

6 **2. Working over**

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

11 **3. Leaves**

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

14 **4. Work day**

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

ARTICLE 14
COMPENSATION

I. Wage Adjustments

A. July 1, 2007

Effective July 1, 2007 the rates and ranges of employees covered by this Agreement shall be increased two and seven-tenths percent (2.7%). 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, 2007 which by this reference is incorporated herein.

B. July 1, 2008

Effective July 1, 2008 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2006 to the second half of 2007 as reported in February 2008. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

C. July 1, 2009

Effective July 1, 2009 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2007 to the second half of 2008 as reported in February 2009. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

D. July 1, 2010

Effective July 1, 2010 the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI for Portland Urban Wage Earners and Clerical Workers Index for the second half of 2008 to the second half of 2009 as reported in February 2010. The minimum percentage increase shall be no less than two percent (2%) and the maximum percentage increase shall be no more than five percent (5%).

II. Pay Periods

Employees shall be paid on a twice a month basis. The pay periods shall be the first (1st) through the fifteenth (15th) of each month and the sixteenth (16th) through the end of each month. Employees will be paid on the fifteenth (15th) of each month for hours worked during the second pay

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

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

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

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

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

16 **a. Minimum Compensation**

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

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

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

1 minimum period commences at midnight—with the acceptance of the assignment. If an employee's
 2 regularly scheduled shift ends at five (5:00) p.m. and they are required to report back to work the
 3 next morning at six (6:00) a.m., then the four (4) hour minimum period commences at six (6:00)
 4 a.m.—at the time of reporting to the work location).

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

7 **a. Compensation**

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

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

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

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

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

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

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

31 Any employee who is called at home or a location other than their job site for work
 32 related business during their off-duty time, and is not required to report to a work site, shall
 33 receive one (1) hour pay at the appropriate rate according to the provision of Section IV below.
 34 Multiple calls with less than twenty (20) minutes between the end of the first (1st) and beginning of

the second (2nd) (or more) calls will be considered one (1) call. This provision does not apply to telephone calls regarding work scheduling, messages left on voicemail or answering machines 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 one-half (1 ½) 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 (5)-day, forty (40)-hour -a-week employee; or
2. In excess of ten (10) hours in any work day for a four (4)-day, forty (40)-hour -a-week employee; or
3. In excess of forty (40) hours in any FLSA work week.

B. Double Time

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

2. The applicable day of rest will be determined by the calendar day the person begins work and will remain in effect until (a) they leave work, or (b) their next regularly scheduled shift begins, whichever happens first. For example, if an employee starts work at ten (10:00) p.m. on their first (1st) day of rest and works until two (2:00) a.m. on the second (2nd) day of rest (and their next regularly scheduled shift has not begun during that entire time period), all

the hours will be computed at one-and-one-half (1 ½) time. Work begun during the second or third day of rest will be computed at double time according to the provisions above.

3. Part-time employees who work in excess of forty-eight (48) hours in an employee's FLSA work week shall be compensated at the double rate for all such hours in excess of forty-eight (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 normally be voluntary except in cases where the public health, safety and welfare, or critical public interest may be at risk.

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:

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

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

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

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

7 **V. Shift Differential**

8 **A. Payment of Shift Premiums**

9 **1. Hours and amounts**

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

14 a. **Swing shift premium**

15 An hourly premium of seventy-five cents (\$0.75) to employees for all
16 hours worked on shifts beginning between the hours of twelve noon (12:00 p.m.) and six-fifty-nine
17 (6:59) p.m.; or

18 b. **Graveyard shift premium**

19 An hourly premium of one dollar (\$1.00) to employees for all hours
20 worked on shifts beginning between the hours of seven (7:00) p.m. and five-fifty-nine (5:59) a.m.,
21 provided that the employee was not called in early to a shift normally scheduled to begin after six
22 (6:00) a.m.; or

23 c. **Relief shift premium**

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

26 **2. Definition of relief shift**

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

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

32 **1. Inclusion in overtime rate**

33 When computing the overtime rate due an employee receiving shift
34 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.

A. **Unauthorized Overpayments**

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

B. **Payments in Error**

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

C. **Repayment to the County**

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

D. **Repayment to the Employee**

When 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

1 error shall be made in the employee's paycheck for the current pay period.

2 **IX. On-Call Pay**

3 **A. Voluntary On-Call**

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

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

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

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

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

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

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

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

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

33 **X. Market and Equity Adjustment Fund and Process**

34 There is a joint understanding by the parties that market forces continue to have a variable

1 effect on the relative market standing of many of the classifications in the bargaining unit. The
 2 County and the Union recognize the need for a fair and equitable compensation system, and as
 3 such, the parties agree to a classification and compensation system review of classifications
 4 through a joint labor/management committee.

5 **A. Joint Labor Management Compensation Committee (the Class Comp**
 6 **Committee)**

7 1. There shall be established a Joint Labor Management Compensation
 8 Committee to review mutually agreed upon classifications for the purpose of compensation
 9 adjustments; studies may also include classification reviews for the purpose of updating or revising
 10 existing class specifications, establishing new classifications, or abolishing existing classifications.
 11 The composition of this committee will include the following but may be supplemented or changed
 12 by mutual agreement:

13 a. **County**

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

17 b. **Union**

18 The Union Representative and four appointed bargaining unit
 19 employees.

20 2. **The Compensation Committee shall be charged with:**

21 a. Identifying and agreeing to a list of comparable employers which
 22 shall be used in the conduct of classification and compensation studies;

23 b. Developing and approving procedures for the conduct of
 24 Compensation Committee meetings and business, including but not limited to the process for
 25 identifying classifications to be studied, the selection and training of advisory committee members,
 26 the processes for informing employees and supervisors of study results, and the procedures for
 27 final decisions and implementation of completed studies; and

28 c. Identifying the job classifications to be studied each year.

29 3. **Annual Classification/Compensation Studies**

30 During the first and second quarters of the calendar year, the committee will
 31 identify job families or isolated classifications which would appear to be candidates for closer study
 32 based on such specifiable factors as recruitment data, internal alignment data or other factors as
 33 mutually agreed by the members of the committee. Based on the classifications identified by the
 34 committee to be reviewed, a formal salary survey and classification review will be conducted either

1 by the County classification/compensation staff or by a consultant or vendor contracted by the
 2 County, on the classifications identified by the committee. An account of seventy-five-thousand
 3 dollars (\$75,000) will be set aside each year to cover costs incurred by contracting reviews by a
 4 vendor. If there is a balance left at the end of the year, it will be carried over into the following year.
 5 An advisory team composed of managers, supervisors and represented employees who are subject
 6 matter experts in the job content of classifications under review shall be appointed for each
 7 approved study. The data resulting from this survey and the funding limitations provided by
 8 "Section B", below, will lead to a County recommendation for increases effective on the first day of
 9 the fiscal year in which the study is conducted, unless the parties mutually agree to a different
 10 effective date. The recommendations will be presented to the Union as studies are completed.
 11 Unless mutually agreed between the County and Union, all salary range adjustment will be in
 12 recommended rates and ranges for the affected classifications based on the Local 88
 13 Compensation Plan. The County Recommendation for approved studies will be implemented
 14 unless modified by mutual agreement during the Committee discussion, or unless the Union notifies
 15 the County in writing within thirty (30) days of a recommendation that the County Recommendation
 16 is rejected, in which case the Default Option cited in "Section C" below will be implemented.

17 **B. Funding and Amount of Increase**

18 The amount of funding available for each fiscal year shall be one-quarter of one
 19 percent (.25%) of the budgeted base for all positions allocated to this bargaining unit as calculated
 20 by the Budget Manager from the Adopted Fiscal Budget, except that Fiscal Year July 1, 2007
 21 through June 30, 2008 funding will be zero. If there is a balance left over at the end of the fiscal
 22 year, it will be carried over into the following year.

23 **C. Default Option**

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

29 If the County recommendations are rejected by the Union, the County will give the
 30 Union thirty (30) days to appeal the study results, based upon a substantive failure to comply with
 31 the mutually agreed upon guideline of the Labor Management Class Comp Committee. If the
 32 parties are unable to resolve the appeal, provisions of Article 15.VI.B will apply. If the County
 33 recommendations are rejected by the Union and there has been no substantive failure to comply
 34 with the mutually agreed upon guidelines, the County may implement the study's results at its own

1 expense.

2 In the event an employee's rate of pay exceeds the new recommended maximum
3 pay rate as a result of a Classification/Compensation study, he or she will be paid in accordance
4 with Article 15.V.

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

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

10 **XII. Bilingual pay**

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

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 (6) 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 **1. Definition**

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

4 **2. Pay adjustments upon demotion**

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

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

11 **3. Anniversary dates upon demotion**

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

14 **E. Transfer**

15 **1. Definition**

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

20 **2. Pay adjustments upon transfer**

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

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

27 **3. Anniversary dates upon transfer**

28 The employee's anniversary date will remain unchanged.

29 **F. Reclassification**

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

32 **G. Reinstatement**

33 **1. Step placement upon reinstatement**

34 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 thirty (30) days in duration, none of the time away will count.

III. Temporary Work in a Higher Classification

A. Work Out of Class

1. Definition

An employee works out of class when 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 thirty (30) days, the employee may be given a temporary appointment to a position in the higher classification.

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

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

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

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

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

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

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

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

17 c. The following provisions will also apply to employee salary
18 increases in the temporary appointment if the increase does not exceed the maximum of the pay
19 range in the temporary appointment classification:

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

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

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

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

29 ii. The employee's health and welfare benefits plan will not
30 change;

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

33 iv. The employee has the right to return to his or her bargaining
34 unit position at the end of the appointment without loss of seniority and shall be placed at the

1 same base hourly rate the employee would have received but for the temporary appointment; and
 2 v. The employee will pay Union dues or such alternatives as
 3 are provided by Article 5, and will continue to be represented by the Union in accordance with
 4 Article 3.

5 **IV. Reclassification**

6 **A. Definition**

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

12 **B. Procedure**

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

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

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

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

20 5. Wage increases resulting from an upward reclassification will be effective
 21 retroactively to the date of the reclassification request. However, the Human Resources Manager
 22 or his or her designee may authorize retroactivity up to six (6) months prior to the date of the
 23 request.

24 **C. Resolution of Reclassification Disputes**

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

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

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

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

1 classification;

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

4 **V. Pay Adjustments**

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

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

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

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

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

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

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

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

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

28 3. Central Human Resources may, at its discretion, assign rates higher than
29 those indicated in "Subsection 2" above if such rates are indicated by conditions in comparable
30 labor markets for workers in comparable classifications.

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

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

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

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

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

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

11 **VII. Market Adjustments**

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

16 **VIII. Qualified Arbitrator**

17 Recognizing the technical expertise required to adjudicate disputes relating to
18 classification allocations and the establishment of pay rates, the parties agree to use an arbitrator
19 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 (½) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

III. PERS /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 six percent (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 times as apply to members. Retirees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as members.

D. Retiree Responsibilities

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

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

- a. five (5) years of continuous County service immediately

preceding retirement at or after age fifty-eight (58) years, or

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

2. Payment at 55 or earlier

The County shall pay one half ($\frac{1}{2}$) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (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 thirty (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 fifty-five (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

Part-time 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, part-time 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., fifty percent (50%) or one hundred percent (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

1 pension check and remit the proceeds to the County's collection agent, or if the retiree has
2 directed the County's collection agent to invoice or electronically transfer funds (EFT) from his
3 or her account. Central Human Resources shall inform the retiree at the time he or she signs
4 up for continued medical insurance coverage of the identity and address of the County's
5 collection agent and shall thereafter inform the retiree of any change in collection agent at least
6 forty-five (45) days prior to the effective date of such change.

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

8 In the event County medical insurance premium payments on behalf of retirees
9 or their dependents are made subject to state or federal taxation, any additional costs to the
10 County shall be directly offset against such payments required under this section. (For
11 example, if the effect on the County of the additional tax is to increase the County's outlay by
12 an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's
13 contribution shall be reduced to forty percent (40%) of premium so that net County costs will
14 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 regular, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure set out in Article 18.

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

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

C. Other

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

IV. Manner of Accomplishing Reprimands

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

1 **V. No Abridgement of Rights**

2 Nothing in this contract shall be construed to abridge any employee's constitutional or
3 civil rights. Employees have the right to Union representation. If the employee so desires, he
4 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 (15) days after receipt of the letter imposing disciplinary action.

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

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

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

5. Submissions at each step of the grievance procedure will be considered timely if they are mailed or delivered by eleven-fifty-nine (11:59) p.m. of the last day. 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

A. 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 (7) 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.

B. 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 or his

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

4 **C. Step 3. Labor Relations:**

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

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

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

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

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

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

31 The arbitrator shall be requested to begin taking evidence and testimony within
32 twenty-five (25) days after submission of the request for arbitration; and the arbitrator shall be
33 requested to issue his or her decision within thirty (30) days after the conclusion of testimony
34 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.

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

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

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

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

13 **3. Chief stewards**

14 The number of Chief Stewards shall be one (1) per department or up to
15 a maximum of ten (10) for the County, whichever is greater. When there is no steward
16 assigned to the grievant's work area, the regular steward is unavailable, or by mutual
17 agreement between the Union and the Department, the assigned chief steward may process a
18 grievance in accordance with "Section IV.B" above. When a chief steward is unavailable or by
19 mutual agreement between the Union and the Department, the Union may designate a Union
20 officer to act as chief steward.

21 **4. Notification**

22 The Union will designate its' Steward structure and notify the County on
23 a quarterly basis. The Union shall immediately notify the County of the names of Steward and
24 Chief Steward appointments upon their selection.

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

C. No Interference with Contract

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

II. Intergovernmental Agreements

The County agrees to notify the Local 88 Business Agent and/or President when an Intergovernmental agreement which would affect 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 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.

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. Each department's labor-management committee will create a subcommittee of equal representation to develop a process for distribution of training opportunities. The subcommittee will also develop guidelines for employees to use when requesting training and for supervisors to use when determining appropriate training authorization.

1. The subsidy may be made in the form of a partial or total reimbursement for

1 expenses and/or time off with pay for part or all of the time required to attend.

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

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

7 **III. Performance Evaluation**

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

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

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

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

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

19 **IV. Organizational Excellence**

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

22 **A. Joint Training**

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

29 **B. Employee Participation and Teams**

30 It is understood that many of the terms of this Agreement are based on an
31 individual rights and obligation model. The parties recognize that employees are increasingly
32 involved in employee participation processes and working in teams. In such instances as
33 issues arise from these processes, which may involve the terms of this Agreement, the parties
34 will meet upon the request of either party to discuss any appropriate action. Mutually

- 1 agreeable terms of any needed exceptions and understandings shall be in conformance with
- 2 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.F" of this article, or discharge for cause.

C. Bumping:

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

D. Equivalent Classification:

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

E. Classification Previously Held:

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

F. Regular Employee:

Refers to the status a classified employee acquires after successful completion of

the probationary period for the classification to which the employee was appointed.

G. Regular position:

Refers to a county service position budgeted for each fiscal year. Where the term “permanent” 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 random selection using a computerized logarithm with a member of Central Human Resources and the Union present when the order is selected.

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

1. Part-time 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 thirty (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 thirty (30) days, no time spent on layoff will count.
8. Time spent in a trainee capacity, e.g., in state or federal trainee programs,

1 will not count.

2 **9.** Time spent working for another government will count if the employee was
3 transferred to a bargaining unit position in Multnomah County pursuant to ORS 236.610 through
4 236.650.

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

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

9 **III. Layoff Rules**

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

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

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

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

18 **2.** Reassignment to a regular position County wide, in the following order:

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

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

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

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

27 **4.** Layoff.

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

29 **1. Lower Bumping Options**

30 An employee may voluntarily choose to take a lower bumping option
31 provided such option is available and does not adversely affect another regular employee who
32 would not have been impacted had the employee bumped in the order specified above, and will
33 not result in increased costs to the County. Such election will be made in writing within three (3)
34 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. Reduction in Hours

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. Voluntary Layoff

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 (1) 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.

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

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

8 **3. Return from family medical leave without pay**

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

13 **4. Return from other leave without pay**

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

17 **5. Recalculation of seniority after leave of absence without pay**

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

21 **E. The Bumping Process**

22 Regular status employees who are affected by layoff are reassigned using the
23 rules listed in Article 21.III.A. In addition, the bumping process is administered with the following
24 considerations:

25 **1. Budgeted Positions**

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

29 **2. Reassignment to Vacancies and Employee Preferences**

30 Reassignment of employees to vacant positions within the employee's
31 current department, if available, will always take precedence over their bumping another
32 employee; where multiple vacancies are available within the employee's current department, the
33 County will take into account the employee's preferences for shift assignment, part-time or full-
34 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 (3) working days of receipt of notice of the options in order to exercise that option.

3. Bumping Less Senior Employees

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.

4. Previously Held Classifications

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.

5. Change of Full-Time and Part-Time Status

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.

6. Job Share Agreements

a. Employees who are participating in job share agreements at the time the layoff process is being administered will be treated like part-time employees for the purposes of bumping and reassignment.

b. If a part-time employee bumps into a position that has an existing job share agreement, the employee must agree to the terms of the existing job share agreement.

7. Shift Assignment

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

8. Failure to Accept a Reassignment

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

9. Qualified to Perform the Duties of the Position

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 (90) days. If an employee is on paid or unpaid leave for more than fourteen (14) consecutive calendar days during the ninety (90) 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.

10. Request for Leave

Employees who are reassigned or demoted pursuant to these provisions may request up to three (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.

11. Freezing of Personnel Actions

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 four (4) weeks prior to the date a layoff is implemented and ending the day immediately following the effective date of the layoff.

12. Evaluation of Layoff Activities

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 (15) days prior to such

1 action. The notice shall state the reason for the action and shall further state that the action does
2 not reflect discredit on the employee. The Union will be provided a copy of the notice.

3 **B.** Employees who are laid off, demoted, or reassigned to a lateral classification
4 and/or reassigned between full-time and part-time status will be placed on the recall lists,
5 according to seniority. Employees will be placed on all the recall lists that meet the criteria below.
6 (For example, employees who are demoted and reassigned from full-time to part-time will be
7 placed on the recall lists for full-time appointment in the current classification, for part-time
8 appointment in the higher classification, and for full-time appointment in the higher classification):

9 1. Employees who are laid off will be placed on the recall list for the
10 classification held by the employee at the beginning of the layoff process.

11 2. Employees who are demoted will be placed on the recall list for all the
12 classifications held by the employee at the beginning of the layoff process to, but not including,
13 the one the employee demoted to.

14 3. Employees who are reassigned to a lateral classification or to a
15 classification previously held will be placed on the recall list for the classification held by the
16 employee at the beginning of the layoff process.

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

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

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

26 **D.** Prior to issuing an open competitive recruitment for a vacancy, hiring managers
27 should review any active recall lists and determine if the vacancy should be announced for
28 internal applications first, in order to allow employees on recall lists in other classifications to
29 have the opportunity to be considered.

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

32 **F. Removal from Recall List**

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

under the following circumstances:

1. Upon written request of the employee; or
2. Upon their retirement; or
3. Upon acceptance of permanent recall from the list; or
4. Upon declining an offer of permanent recall; or
5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within fourteen (14) days of mailing; or
6. Disciplinary termination for cause.

G. Affect of Recall on Seniority

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.

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 (90) days.

B. 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.

C. 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, posted electronically, and posted on Union bulletin boards in work units where employees do not have readily available computer access, on or about March 1st of each year or anytime an employee or employees are notified that their position(s) is being eliminated. Employees may request a copy of the seniority list from their department human resources unit at any time.

B. Seniority List Appeals

1. 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 the thirty (30) days, the seniority calculation is deemed correct and no grievances may be filed on that issue at a later date. If a Step 3 grievance is filed, and Central Human Resources denies the grievance by upholding the seniority calculation, the Union may exercise its' right to move the issue to arbitration in accordance with Article 8, Section III. If the Union chooses to not move the issue to arbitration by making such a request within fifteen (15) days of the Step 3 response, the seniority calculation will be deemed correct and no grievances may be filed on the issue again in the future.

2. Employees may only file grievances over seniority calculations that have been accrued since the effective date of the previous contract. (For example, in the 2007 – 2011 contract, employees may only file grievances over seniority that has been accrued since the July 1, 2004, which is the effective date of the 2004 – 2006 contract.)

3. Seniority dates will be frozen during the bumping/layoff process consistent with the commencement of the KSA freeze date as defined in Section III.E.9 above.

4. When a seniority date is changed due to a grievance, the affected employees and the Union shall receive written notification of the new seniority ranking for the affected classification.

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.

1 **IX. Special Provisions to Save Employees From Layoff - Project Save**

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

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.

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

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

5 **III. Permanent Shift/Work Assignment**

6 A permanent vacancy is a vacancy determined by management to be for a duration of
7 over six (6) months. Whenever there is more than one (1) shift or work assignment within the
8 same job classification within a work unit, permanent vacancies shall be filled in the following
9 manner:

10 **A.** Management will provide employees a notice of such vacancy for at least seven
11 (7) days, the person to contact, and the deadline for consideration.

12 **B.** The vacancy shall be filled on the basis of Job Class Seniority (as defined in
13 Article 2.VI) for the job classification in which the vacancy exists, provided the employee is
14 able to perform the work in question and has indicated his or her preference in writing.

15 **C.** Exceptions to seniority preference assignment may be made in the following
16 situations:

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

19 **2.** In regard to work assignment only, when a less senior employee is
20 assigned a job for reasons other than in "Section III.C.1" above, such reasons shall be put in
21 writing by the manager making the assignment. Such assignment shall not be for arbitrary or
22 capricious reasons.

23 **3.** In regard to both shift and work assignment, where bona fide job-related
24 requirements for a balance of experienced and non-experienced personnel exists between
25 shifts or work assignments in a work unit, management may temporarily delay the senior
26 employee's shift or work assignment for up to six (6) months to allow new or less senior
27 employees to obtain necessary experience.

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

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

IV. Transfers

Following the work assignment process within a Department, if the classification is utilized elsewhere in the County, the three (3) 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. Training Positions

A. The County may fill a vacancy with a trainee for up to twelve (12) months to develop knowledge, skills, or abilities for existing or new employees. Training appointments in excess of twelve (12) months require written consent of the Union prior to the appointment. Training positions will be governed by MC Personnel Rule 5-30-030, Training Programs.

B. Recruitment of Trainees

Applications for training positions will be considered in the following order:

1. Regular employees within a Department.
2. Regular employees Countywide.
3. Open Competitive.

C. Eligibility

Employees who have completed an initial probationary period in accordance with Article 2.IX are eligible for training positions. Employees are not eligible if they have:

1. A current performance appraisal rated at less than satisfactory on file.
2. Discipline at or above the written reprimand level within the last twenty-four (24) months.

D. Compensation During Training Program

1. The wage rate for a trainee in a training program will be the equivalent of one (1) step or three percent (3%) below the minimum of the pay range for the budgeted position. Regular employees whose pay is at or above the minimum of the pay range for the budgeted position's classification will not have their pay reduced, but shall not receive a pay increase at time of appointment.

2. Employees in a training program shall receive a one (1) step increase on the anniversary date of appointment to their training program in accordance with Article 15.II.B.

E. Completion of Training Program

1. Upon successful completion of the training program and attainment of minimum qualifications, the employee will be promoted non-competitively as authorized by MCC 9.150 into the budgeted position's classification. The lateral transfer provisions outlined in Sections III and IV above will not apply in such cases.

2. Upon promotion to the budgeted position, the employee's pay will be governed by the promotional policy in Article 15.II.C. The trainee classification will be considered the base classification for purposes of determining the employee's pay rate following promotion.

3. Employees who are promoted after the completion of a training program will be subject to a promotional probationary period in accordance with the provisions in Article 2.X.

F. Termination of the Training Program

The Department or employee may end the training assignment at any time with ten (10) day written notice to the other party and to the department from which the employee came. The decision to end the training assignment is not subject to the grievance procedure. The employee will be returned to his or her classification and salary held immediately prior to the training position. If there is no vacancy for which the employee is qualified in the classification held by the employee immediately prior to the training program, the employee will be laid off in accordance with Article 21.

VII. 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

1 units, and major functions within those sites as work unit assignments, may choose to treat the
2 entire Department as a work unit with the site locations as work assignments. Whenever
3 practicable, to ensure communication with employees and discussion of the implementation
4 process and/or of alternatives, the Department will notify the Union thirty (30) days in advance
5 of any planned change in the determination of work units.

6 When changes in the Department structure and/or needs result in the need to
7 make changes to employees geographic work locations, shift or days, management will seek
8 qualified volunteers from the affected shift, schedule or geographic work location.
9 Assignments will be made on the basis of seniority, unless the provisions of "Section III" of this
10 article apply. If there are no qualified volunteers for the change, the qualified employee with
11 the least seniority in the job class at that location shall be moved with no less than a fifteen
12 (15) working day notice period.

13 **B. Listing of Units**

14 In order to assist the Union in enforcing the terms of the Agreement both in this
15 article as well as in others, the County will provide on or about April first (1st) of each year a
16 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 Central Human Resources and/or by the employee's department or division.

B. Access to Personnel File Materials

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

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

C. Removal of File Materials

1. Letters of reprimand

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old. Letters of reprimand which are eligible for removal under this provision but have not yet been removed will not be considered in any subsequent disciplinary action.

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

2. Letters imposing other discipline

a. Single disciplinary acts

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

b. Multiple disciplinary acts

1 If there is more than one (1) letter imposing discipline which is
2 more severe than a letter of reprimand on file, none of the letters may be removed until the
3 most recent letter is more than five (5) years old. At that time it and all previous disciplinary
4 letters will be removed from the employee's personnel file upon request. For the purposes of
5 this subsection "letter" includes all attachments. Disciplinary actions which are eligible for
6 removal under this provision but have not yet been removed will not be considered in any
7 subsequent disciplinary action.

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 unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

III. Rules

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

1 **B.** The County will provide new employees a copy of the Agreement and
2 applicable rules at time of hire.

3 **C.** The County agrees to furnish each affected employee in the bargaining unit with
4 a copy of all changes to work rules within thirty (30) days after they become effective.

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

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

10 **IV. Changes in Existing Conditions**

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

- 13 1. Consistent;
- 14 2. Clearly acted upon; and
- 15 3. Readily ascertainable over a reasonable period of time as mutually
16 accepted by the parties.

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

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

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

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

29 **V. Uniforms and Protective Clothing**

30 **A. Application to Employees Generally**

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

1 **B. Coveralls and Boots**

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

7 **VI. Loss of Personal Property**

8 **A. Procedure for Advancing Claims**

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

15 **B. Exclusion of Personal Vehicles**

16 Personal vehicles are expressly excluded from this provision. Loss or damage
17 to employees' personal vehicles is 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 (1st) day of July, 2007 unless otherwise provided herein, and shall remain in full force and effect through the thirtieth (30th) day of June, 2011. This agreement shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2011 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 4th day of
October, 2007

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

By Becky Steward
Becky Steward, President

By Shelley Lee Immel
Shelley Immel, Vice President

By Michael Hanna
Michael Hanna, Secretary

By Jeanne Ramsten
Jeanne Ramsten, Treasurer

MULTNOMAH COUNTY, OREGON

By Ted Wheeler
Ted Wheeler, Chair

By Maria Rojo de Steffey
Maria Rojo de Steffey, Commissioner

By Jeff Cogen
Jeff Cogen, Commissioner

By Lisa Naito
Lisa Naito, Commissioner

By Lonnie Roberts
Lonnie Roberts, Commissioner

By LaVonne Griffin-Valade
LaVonne Griffin-Valade, Auditor

By Michael Schrunk
Michael Schrunk, District Attorney

By Bernie Giusto
Bernie Giusto, Sheriff

NEGOTIATED BY:

By Valerie Andreas
Valerie Andreas
Council Representative
AFSCME Council 75

By Carol L. Brown
Carol L. Brown,
Senior Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Agnes Sowle, County Attorney
For Multnomah County, Oregon

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

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, 2007.

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, 2007. These listings are subject to correction if errors in inclusion, exclusion or calculation are discovered.

ADDENDUM A
Classifications, Rates & Range
Rates shown represent 2.7% COLA effective July 1, 2007

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6079	A&T ANALYST SENIOR	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6455	A&T ADMINISTRATIVE ASSISTANT	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6025	A&T COLLECTION SPECIALIST	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6453	A&T DATA VERIFICATION OPERATOR	14	16.09	16.58	17.08	17.60	18.13	18.69	19.23	19.81		
6454	A&T DATA VERIFICATION OPR SENIOR	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6450	A&T TECHNICIAN 1	14	16.09	16.58	17.08	17.60	18.13	18.69	19.23	19.81		
6451	A&T TECHNICIAN 2	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6452	A&T TECHNICIAN 3	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6366	ACUTE CARE COORDINATOR	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6291	ADDICTION SPECIALIST	21	19.81	20.41	21.01	21.64	22.31	22.94	23.66	24.36		
6033	ADMINISTRATIVE ANALYST	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6034	ADMINISTRATIVE ANALYST/SENIOR	29	25.10	25.84	26.61	27.43	28.23	29.07	29.97	30.87		
6054	ADMINISTRATIVE ASSISTANT	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6005	ADMINISTRATIVE SECRETARY	15	16.58	17.08	17.60	18.13	18.69	19.23	19.81	20.41		
6035	ALARM ORDINANCE COORDINATOR	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6062	ANIMAL CARE AIDE	2	11.31	11.66	12.01	12.37	12.72	13.10	13.49	13.90		
6065	ANIMAL CARE TECHNICIAN	10	14.31	14.73	15.16	15.62	16.09	16.58	17.08	17.60		
6069	ANIMAL CONTROL AIDE	6	12.72	13.10	13.49	13.90	14.31	14.73	15.16	15.62		
6072	ANIMAL CONTROL DISPATCHER	9	13.90	14.31	14.73	15.16	15.62	16.09	16.58	17.08		
6067	ANIMAL CONTROL OFFICER	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6061	ANIMAL CONTROL OFFICER/SENIOR	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6066	ANIMAL HEALTH TECHNICIAN	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6043	APPRAISAL TECHNICIAN PERSONAL	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6040	APPRAISAL TECHNICIAN REAL	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6248	BACKGROUND INVESTIGATOR	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6344	BASIC SKILLS EDUCATOR	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6133	BLACKSMITH	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6181	BODY AND FENDER TECHNICIAN	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6060	BRIDGE MAINTENANCE MECHANIC	22	20.41	21.01	21.64	22.31	22.94	23.66	24.36	25.10		
6059	BRIDGE OPERATOR	9	13.90	14.31	14.73	15.16	15.62	16.09	16.58	17.08		

ADDENDUM A
Classifications, Rates & Range
Rates shown represent 2.7% COLA effective July 1, 2007

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6026	BUDGET ANALYST	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6057	BUSINESS ANALYST	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		
6055	BUSINESS ANALYST/SENIOR	36	30.87	31.80	32.76	33.73	34.75	35.79	36.88	37.98		
6147	CARPENTER	6147	22.71									
6149	CARPENTER/LOCKSMITH	6149	22.71									
6082	CARTOGRAPHER	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6299	CASE MANAGEMENT ASSISTANT	12	15.16	15.62	16.09	16.58	17.08	17.60	18.13	18.69		
6310	CASE MANAGEMENT TRAINEE	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6298	CASE MANAGER 1	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6297	CASE MANAGER 2	21	19.81	20.41	21.01	21.64	22.31	22.94	23.66	24.36		
6296	CASE MANAGER/SENIOR	24	21.64	22.31	22.94	23.66	24.36	25.10	25.84	26.61		
6093	CHEMICAL APPLICATOR OPERATOR	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6003	CLERICAL UNIT SUPERVISOR	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6012	CLINIC MEDICAL ASSISTANT	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6036	CLINICAL COORDINATOR	31	26.61	27.43	28.23	29.07	29.97	30.87	31.80	32.76		
6046	COMMUNITY HEALTH SPECIALIST 1	10	14.31	14.73	15.16	15.62	16.09	16.58	17.08	17.60		
6047	COMMUNITY HEALTH SPECIALIST 2	15	16.58	17.08	17.60	18.13	18.69	19.23	19.81	20.41		
6013	COMMUNITY INFORMATION SPEC	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6267	COMMUNITY WORKS LEADER	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6015	CONTRACT SPECIALIST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6031	CONTRACT SPECIALIST SENIOR	31	26.61	27.43	28.23	29.07	29.97	30.87	31.80	32.76		
6011	CONTRACT TECHNICIAN	15	16.58	17.08	17.60	18.13	18.69	19.23	19.81	20.41		
6260	COOK	09	13.90	14.31	14.73	15.16	15.62	16.09	16.58	17.08		
6268	CORRECTIONS COUNSELOR	6268	18.85	19.94	20.58	21.84	22.50	23.82	24.73	25.72	26.52	27.30
6264	CORRECTIONS HEARINGS OFFICER	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6266	CORRECTIONS TECHNICIAN	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6006	COUNTY ATTORNEY OFFICE ASSISTANT	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6249	D A INVESTIGATOR	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6073	DATA ANALYST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6456	DATA ANALYST SR	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		
6074	DATA TECHNICIAN	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6407	DATABASE ADMINISTRATOR	37	31.80	32.76	33.73	34.75	35.79	36.88	37.98	39.12		
6408	DATABASE ADMINISTRATOR/SENIOR	42	36.88	37.98	39.12	40.28	41.51	42.74	44.05	45.34		
6347	DENTAL ASSISTANT	10	14.31	14.73	15.16	15.62	16.09	16.58	17.08	17.60		
6346	DENTAL ASSISTANT/EFDA	12	15.16	15.62	16.09	16.58	17.08	17.60	18.13	18.69		
6348	DENTAL HYGIENIST	30	25.84	26.61	27.43	28.23	29.07	29.97	30.87	31.80		
6282	DEPUTY MEDICAL EXAMINER	24	21.64	22.31	22.94	23.66	24.36	25.10	25.84	26.61		
6292	DEPUTY PUBLIC GUARDIAN	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6403	DESKTOP SUPPORT SPECIALIST	21	19.81	20.41	21.01	21.64	22.31	22.94	23.66	24.36		
6404	DESKTOP SUPPORT SPECIALIST/SENIOR	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6037	DEVELOP/COMMUNICATIONS COORD	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		
6405	DEVELOPMENT ANALYST	31	26.61	27.43	28.23	29.07	29.97	30.87	31.80	32.76		
6406	DEVELOPMENT ANALYST/SENIOR	37	31.80	32.76	33.73	34.75	35.79	36.88	37.98	39.12		
6024	DISEASE INTERVENTION SPECIALIST	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6124	DRIVER	10	14.31	14.73	15.16	15.62	16.09	16.58	17.08	17.60		
6300	ELIGIBILITY SPECIALIST	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6235	ENGINEER 1 (INTERN)	30	25.84	26.61	27.43	28.23	29.07	29.97	30.87	31.80		
6236	ENGINEER 2	34	29.07	29.97	30.87	31.80	32.76	33.73	34.75	35.79		
6311	ENGINEER 3	38	32.76	33.73	34.75	35.79	36.88	37.98	39.12	40.28		
6231	ENGINEERING TECHNICIAN 1	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6232	ENGINEERING TECHNICIAN 2	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6233	ENGINEERING TECHNICIAN 3	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6356	ENVIRONMENTAL HEALTH SPECIALIST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6358	ENVIRONMENTAL HEALTH SPECIALIST SR	31	26.61	27.43	28.23	29.07	29.97	30.87	31.80	32.76		
6354	ENVIRONMENTAL HEALTH TRAINEE	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6107	EQUIPMENT/PROPERTY TECHNICIAN	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6097	FAC MAINT DISPATCH/SCHEDULER	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6094	FACILITIES MAINTENANCE WORKER	11	14.73	15.16	15.62	16.09	16.58	17.08	17.60	18.13		
6099	FACILITIES SERVICES COORD	29	25.10	25.84	26.61	27.43	28.23	29.07	29.97	30.87		
6010	FACILITIES SPECIALIST 1	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6017	FACILITIES SPECIALIST 2	27	23.66	24.36	25.10	25.84	26.61	27.43	28.23	29.07		
6016	FACILITIES SPECIALIST 3	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		

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Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6258	FACILITY SECURITY OFFICER	15	16.58	17.08	17.60	18.13	18.69	19.23	19.81	20.41		
6305	FAMILY INTERVENTION SPECIALIST	24	21.64	22.31	22.94	23.66	24.36	25.10	25.84	26.61		
6029	FINANCE SPECIALIST 1	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6030	FINANCE SPECIALIST 2	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6032	FINANCE SPECIALIST/SENIOR	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6027	FINANCE TECHNICIAN	14	16.09	16.58	17.08	17.60	18.13	18.69	19.23	19.81		
6184	FLEET & SUPPORT SERVICES SPEC	6184	20.92	21.51	22.18	22.84	23.43	24.14				
6179	FLEET MAINTENANCE TECHNICIAN 1	11	14.73	15.16	15.62	16.09	16.58	17.08	17.60	18.13		
6180	FLEET MAINTENANCE TECHNICIAN 2	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6182	FLEET MAINTENANCE TECHNICIAN 3	6182	21.64	22.31	22.94	23.66						
6261	FOOD SERVICE WORKER	02	11.31	11.66	12.01	12.37	12.72	13.10	13.49	13.90		
7207	GRAPHIC DESIGNER	21	19.81	20.41	21.01	21.64	22.31	22.94	23.66	24.36		
6293	HEALTH ASSISTANT 1	9	13.90	14.31	14.73	15.16	15.62	16.09	16.58	17.08		
6294	HEALTH ASSISTANT 2	11	14.73	15.16	15.62	16.09	16.58	17.08	17.60	18.13		
6352	HEALTH EDUCATOR	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6321	HEALTH INFORMATION TECHNICIAN	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6322	HEALTH INFORMATION TECHNICIAN/SENI	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6058	HEARINGS SPECIALIST	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6083	HOUSING DEVELOPMENT SPECIALIST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6102	HUMAN RESOURCES ANALYST 1	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6103	HUMAN RESOURCES ANALYST 2	29	25.10	25.84	26.61	27.43	28.23	29.07	29.97	30.87		
6101	HUMAN RESOURCES TECHNICIAN	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6019	INFORMATION & REFERRAL SPECIALIST	10	14.31	14.73	15.16	15.62	16.09	16.58	17.08	17.60		
6238	INTEGRATED COMM SERVICES COORD	21	19.81	20.41	21.01	21.64	22.31	22.94	23.66	24.36		
6109	INVENTORY/STORES SPECIALIST I	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6110	INVENTORY/STORES SPECIALIST II	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6104	INVENTORY/STORES SPECIALIST III	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6280	INVESTIGATIVE TECHNICIAN	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6413	IT ARCHITECT	44	39.12	40.28	41.51	42.74	44.05	45.34	46.70	48.14		
6194	IT BUSINESS CONSULTANT	33	28.23	29.07	29.97	30.87	31.80	32.76	33.73	34.75		
6198	IT BUSINESS CONSULTANT/SR	39	33.73	34.75	35.79	36.88	37.98	39.12	40.28	41.51		

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6262	JAIL STEWARD	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6285	JUVENILE COUNSELING ASSISTANT	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6272	JUVENILE COUNSELOR	6272	18.85	19.94	20.58	21.84	22.50	23.82	24.73	25.72	26.52	27.30
6157	JUVENILE RECORDS TECHNICIAN	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6335	LABORATORY SPECIALIST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6333	LABORATORY TECHNICIAN	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6095	LABORER	3	11.66	12.01	12.37	12.72	13.10	13.49	13.90	14.31		
6056	LEARNING SYSTEMS ANALYST/SENIOR	6056	26.35	27.15	27.97	28.82	29.67	30.55	31.48	32.42		
6243	LEGAL ASSISTANT 1	14	16.09	16.58	17.08	17.60	18.13	18.69	19.23	19.81		
6246	LEGAL ASSISTANT 2	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6241	LEGAL ASSISTANT/SENIOR	22	20.41	21.01	21.64	22.31	22.94	23.66	24.36	25.10		
7222	LIBRARIAN	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
7211	LIBRARY ASSISTANT	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
7202	LIBRARY CLERK	9	13.90	14.31	14.73	15.16	15.62	16.09	16.58	17.08		
7225	LIBRARY EVENTS COORDINATOR	21	19.81	20.41	21.01	21.64	22.31	22.94	23.66	24.36		
7224	LIBRARY MATERIALS PROCESSOR	3	11.66	12.01	12.37	12.72	13.10	13.49	13.90	14.31		
7223	LIBRARY OUTREACH SPECIALIST	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
7203	LIBRARY PAGE	1	10.99	11.31	11.66	12.01	12.37	12.72	13.10	13.49		
6070	LICENSE COMPLIANCE OFFICER	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6100	LIGHTING TECHNICIAN	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6108	LOGISTICS EVIDENCE TECH	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6309	M & F COUNSELOR TRAINEE	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6176	MAINTENANCE SPECIALIST 1	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		
6177	MAINTENANCE SPECIALIST 2	21	19.81	20.41	21.01	21.64	22.31	22.94	23.66	24.36		
6175	MAINTENANCE SPECIALIST APPRENTICE	4	12.01	12.37	12.72	13.10	13.49	13.90	14.31	14.73		
6096	MAINTENANCE SPECIALIST/SENIOR	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6092	MAINTENANCE WORKER	12	15.16	15.62	16.09	16.58	17.08	17.60	18.13	18.69		
6185	MARINE EQUIPMENT SPECIALIST	6185	22.33	22.92	23.54							
6369	MARRIAGE AND FAMILY COUNSELOR	30	25.84	26.61	27.43	28.23	29.07	29.97	30.87	31.80		
6151	MCSO RECORDS SUPERVISOR	22	20.41	21.01	21.64	22.31	22.94	23.66	24.36	25.10		
6150	MCSO RECORDS TECHNICIAN	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		

ADDENDUM A

Classifications, Rates & Range
Rates shown represent 2.7% COLA effective July 1, 2007

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6365	MENTAL HEALTH CONSULTANT	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6125	MOTOR POOL ATTENDANT	9	13.90	14.31	14.73	15.16	15.62	16.09	16.58	17.08		
6409	NETWORK ADMINISTRATOR	30	25.84	26.61	27.43	28.23	29.07	29.97	30.87	31.80		
6410	NETWORK ADMINISTRATOR/SENIOR	37	31.80	32.76	33.73	34.75	35.79	36.88	37.98	39.12		
6359	NUISANCE ENFORCEMENT OFFICER	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6342	NUTRITION ASSISTANT	12	15.16	15.62	16.09	16.58	17.08	17.60	18.13	18.69		
6340	NUTRITIONIST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6000	OFFICE ASSISTANT 1	3	11.66	12.01	12.37	12.72	13.10	13.49	13.90	14.31		
6001	OFFICE ASSISTANT 2	9	13.90	14.31	14.73	15.16	15.62	16.09	16.58	17.08		
6002	OFFICE ASSISTANT/SENIOR	14	16.09	16.58	17.08	17.60	18.13	18.69	19.23	19.81		
6286	PATHOLOGIST ASSISTANT	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6119	PHARMACY TECHNICIAN	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6075	PLANNER	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6078	PLANNER/SENIOR	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		
7209	PRINTING SPECIALIST	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6112	PROCUREMENT ANALYST	24	21.64	22.31	22.94	23.66	24.36	25.10	25.84	26.61		
6111	PROCUREMENT ANALYST/SR	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6115	PROCUREMENT ASSOCIATE	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
7230	PRODUCTION ASSISTANT	8	13.49	13.90	14.31	14.73	15.16	15.62	16.09	16.58		
7232	PRODUCTION/GRAPHIC DESIGN	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6178	PROGRM COMMUNICATIONS & WEB SPEC	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6200	PROGRM COMMUNICATIONS & WEB SPEC/SR	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		
6022	PROGRAM COORDINATOR	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6021	PROGRAM DEVELOPMENT SPEC	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6088	PROGRAM DEVELOPMENT SPEC/SR	31	26.61	27.43	28.23	29.07	29.97	30.87	31.80	32.76		
6020	PROGRAM DEVELOPMENT TECH	15	16.58	17.08	17.60	18.13	18.69	19.23	19.81	20.41		
6063	PROJECT MANAGER - REPRESENTED	34	29.07	29.97	30.87	31.80	32.76	33.73	34.75	35.79		
6051	PROPERTY APPRAISER 1	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6050	PROPERTY APPRAISER PERSONAL 2	24	21.64	22.31	22.94	23.66	24.36	25.10	25.84	26.61		
6042	PROPERTY APPRAISER REAL 2	24	21.64	22.31	22.94	23.66	24.36	25.10	25.84	26.61		
6113	PROPERTY MANAGEMENT SPECIALIST	27	23.66	24.36	25.10	25.84	26.61	27.43	28.23	29.07		

ADDENDUM A
Classifications, Rates & Range
Rates shown represent 2.7% COLA effective July 1, 2007

Job Code	Job Title	Pay Scale Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6114	PROPERTY MANAGEMENT SPECIALIST/SEN	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		
6089	PUBLIC AFFAIRS COORDINATOR	27	23.66	24.36	25.10	25.84	26.61	27.43	28.23	29.07		
7208	PUBLICATION SPECIALIST	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6116	RECORDS ADMINISTRATION ASST	13	15.62	16.09	16.58	17.08	17.60	18.13	18.69	19.23		
6308	RECR & EXPRESS THERAPIST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6085	RESEARCH/EVALUATION ANALYST 1	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6086	RESEARCH/EVALUATION ANALYST 2	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6087	RESEARCH/EVALUATION ANALYST/SENIOR	34	29.07	29.97	30.87	31.80	32.76	33.73	34.75	35.79		
6284	RESIDENT SUPERVISOR	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6211	RIGHT-OF-WAY PERMITS SPECIALIST	33	28.23	29.07	29.97	30.87	31.80	32.76	33.73	34.75		
6090	SCHOOL & COMMUNITY PARTNERSHIP SPE	32	27.43	28.23	29.07	29.97	30.87	31.80	32.76	33.73		
6245	SEWING SPECIALIST	6	12.72	13.10	13.49	13.90	14.31	14.73	15.16	15.62		
6295	SOCIAL WORKER	28	24.36	25.10	25.84	26.61	27.43	28.23	29.07	29.97		
6098	STRIPER OPERATOR	17	17.60	18.13	18.69	19.23	19.81	20.41	21.01	21.64		
6250	SUPPORT ENFORCEMENT AGENT	18	18.13	18.69	19.23	19.81	20.41	21.01	21.64	22.31		
6091	SURVEY SPECIALIST	33	28.23	29.07	29.97	30.87	31.80	32.76	33.73	34.75		
6414	SYSTEM ADMINISTRATOR	37	31.80	32.76	33.73	34.75	35.79	36.88	37.98	39.12		
6402	SYSTEM OPERATOR/SENIOR	22	20.41	21.01	21.64	22.31	22.94	23.66	24.36	25.10		
6412	SYSTEMS ADMINISTRATOR/SENIOR	42	36.88	37.98	39.12	40.28	41.51	42.74	44.05	45.34		
6401	SYSTEMS OPERATOR	20	19.23	19.81	20.41	21.01	21.64	22.31	22.94	23.66		
6045	TAX EXEMPTION SPECIALIST	26	22.94	23.66	24.36	25.10	25.84	26.61	27.43	28.23		
6076	TRANSPORTATION PLANNING SPECIALIST	29	25.10	25.84	26.61	27.43	28.23	29.07	29.97	30.87		
6234	TRANSPORTATION PROJECT SPECIALIST	33	28.23	29.07	29.97	30.87	31.80	32.76	33.73	34.75		
6355	VECTOR CONTROL SPECIALIST	25	22.31	22.94	23.66	24.36	25.10	25.84	26.61	27.43		
6290	VETERANS SERVICES OFFICER	6290	20.92	21.51	22.18	22.84	23.43	24.14	24.87	25.61		
6247	VICTIM ADVOCATE	19	18.69	19.23	19.81	20.41	21.01	21.64	22.31	22.94		
6263	VOLUNTEER COORDINATOR	6263	20.92	21.51	22.18	22.84	23.43	24.14	24.87	25.61		
6084	WEATHERIZATION INSPECTOR	23	21.01	21.64	22.31	22.94	23.66	24.36	25.10	25.84		
6336	X-RAY TECHNICIAN	16	17.08	17.60	18.13	18.69	19.23	19.81	20.41	21.01		

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 shall spend a substantial portion of their time (fifty percent (50%) or more) in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, "Section III.D".

II. Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty (60) continuous days will be posted in the affected work unit for no less than five (5) work days. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be considered for the assignment.

An employee assigned as a Lead Worker for one (1) year or more shall be given ten (10) days notice prior to the termination of such an assignment. A copy of the termination notice will be simultaneously given to the Union. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days notice, with notice to the union of such change. All lead worker assignments will be reviewed for continuation at least annually.

III. Pay

When in the judgment of the County:

A. A new Lead Worker assignment is necessary; or

1 **B.** A substantial modification of an existing Lead Worker assignment warrants a
2 change in compensation, Central Human Resources shall establish a lead pay rate for the new
3 or substantially modified assignment. The current pay rates for the classifications eligible for
4 the Lead Worker premium shall be calculated by increasing the base hourly pay rates by the
5 approved percentages.

6 **C.** Central Human Resources will post the list of classifications eligible to receive a
7 Lead Worker premium with the approved percentages on the County's Compensation web
8 page.

ADDENDUM C
PREMIUM PAY AND OTHER SPECIAL PROVISIONS

All Departments:

I. Commercial Drivers License (CDL)

New employees and employees who are not at the time of hire required to possess a CDL, but who are at any time thereafter required as a condition of employment in that classification (or in their regular assignment within that classification) to initially obtain a CDL, shall be subject to the following terms:

A. License Fees and Expiration

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

B. Written Examination

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

C. Skill (hands-on) Examination

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

D. Physical Exams

If the County selects the physicians giving the physical exam required for obtaining or maintaining the required license, the County will pay for the examination. The employee shall determine whether he or she or the County will select the physician and shall

1 inform the immediate supervisor in advance of the exam of his or her decision.

2 **E. Drug and Alcohol Testing**

3 Employees who are hired or transferred to a position that requires a CDL must
4 submit to a drug or alcohol test prior to performing any safety-sensitive functions and on a
5 random basis thereafter. Only after a negative drug or alcohol test has been received may an
6 employee begin to perform safety-sensitive functions.

7 **F. Failure to Obtain or Maintain the Required License(s)**

8 Employees who fail to obtain or maintain in a current valid status the required
9 commercial driver's license shall be subject to disciplinary action or dismissal in accordance
10 with applicable provisions of the collective bargaining agreement.

11 **G. Status of License**

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

18 **H. Exemptions**

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

26
27 **Office of the District Attorney:**

28
29 **I. Office of the Medical Examiner**

30 **A.** Deputy Medical Examiners may be assigned sixteen (16) hour or eight (8) hour
31 shifts, or any combination thereof, and such shifts need not be consecutive. Each shift shall
32 have one (1) thirty (30) minute meal period which shall be considered as time worked.
33 Employees are considered on-call during both meal periods and breaks, and operational
34 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 one-half (1 ½) 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 ½) times 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 Community Services (DCS) and
Department of County Management (DCM):**

I. Transportation and Other 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 (Department of Community Services and Department of County Management), 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 one-hundred-fifty dollars (\$150) 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 Right-of-Way

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 Right-of-Way" and who are assigned to utilize this license to apply chemicals, 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 as the designated operator of the Enductor (Vactor) Truck will receive premium pay at the rate of fifty cents (\$0.50) 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 (1st) 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 ninety (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 (\$0.20) 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 (\$0.50) 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 (\$0.50) per hour.

II. DCM Grievance Adjustment Board (GAB) Pilot

In an effort to contain costs related to disputes and improve County and Union collaboration, the parties agree to develop a model for a Grievance Adjustment Board (GAB) within the Department of County Management (DCM) for certain mutually agreed upon Step 2 grievances. A joint labor/management committee composed of an equal number of representatives from labor and management shall meet to develop the model. The committee shall include at least one representative from Labor Relations and at least one representative who is an AFSCME staff representative. The model shall address, at a minimum: the process for determining if a grievance may be submitted to the Board, the composition of the Board, the training requirements for Board members, and the County's authority and responsibility for grievance responses and for ensuring contract compliance. If the parties are unable to reach agreement on a model GAB, the provisions of Article 18 will remain in full force and effect.

Department of Health Services:

I. Agreed Upon Variances

A. 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.

- 1 **B.** Any employee who works fewer than five (5) days per week may be assigned a
- 2 split work week, i.e., all days off need not be successive, provided that in no event shall such a
- 3 schedule not contain two (2) successive days off.

ADDENDUM D
EMERGENCY CONDITIONS PROVISIONS
(Department of Community Services and Department of County Management)

I. Purpose

The purpose of this addendum is to set forth past practice governing wage entitlements during periods of emergency for designated employees in Animal Services, Bridge Maintenance and Operations, Road Maintenance and Fleet Section, as well as certain positions in the Material Management Section within the Fleet, Records Management, Electronic Services, Distribution Services, and Store Division (FREDS).

II. Agreement

A. An emergency is defined as inclement weather or other condition, which in the judgment of the Director of Community Services or Director of County Management 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 (1st) 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.

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 part-time employees. To qualify for this reimbursement employees must be assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

D. Payment Rules for Alterations in Work Site

1. Temporary reporting place

Whenever an employee is temporarily required to report to work at any

location more distant from his or her home than his or her 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.

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

3 **C. Procedural Requirements**

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

ADDENDUM F
DEPARTMENT OF LIBRARY SERVICES

The terms of the 2007-2011 Agreement shall apply except as indicated below:

Article 7. Holidays

I. Observed Christmas and New Year Holidays

A. In 2007-2008

1. The Central Library and the branch libraries will observe the Christmas Eve holiday on, Monday, December 24, 2007; the Christmas holiday on Tuesday, December 25, 2007; and the New Year holiday on Tuesday, January 1, 2008.

2. The Administration Building will observe the Christmas Eve holiday on, Monday, December 24, 2007; the Christmas holiday on Tuesday, December 25, 2007; and the New Year holiday on Tuesday, January 1, 2008.

B. In 2008-2009

1. The Central Library and the branch libraries will observe the Christmas Eve holiday on, Wednesday, December 24, 2008; the Christmas holiday on Thursday, December 25, 2008; and the New Year holiday on Thursday, January 1, 2009.

2. The Administration Building will observe the Christmas Eve holiday on, Wednesday, December 24, 2008; the Christmas holiday on Thursday, December 25, 2008; and the New Year holiday on Thursday, January 1, 2009.

C. In 2009-2010

1. The Central Library and the branch libraries will observe the Christmas Eve holiday on, Thursday, December 24, 2009; the Christmas holiday on Friday, December 25, 2009; and the New Year holiday on Friday, January 1, 2010.

2. The Administration Building will observe the Christmas Eve holiday on, Thursday, December 24, 2009; the Christmas holiday on Friday, December 25, 2009; and the New Year holiday on Friday, January 1, 2010.

D. In 2010-2011

1. The Central Library and the branch libraries will observe the Christmas Eve holiday on, Friday, December 24, 2010; the Christmas holiday on Saturday, December 25, 2010; and the New Year holiday on Saturday, January 1, 2011.

2. The Administration Building will observe the Christmas Eve holiday on, Thursday, December 23, 2010; the Christmas holiday on Friday, December 24, 2010; and the New Year holiday on Friday, December 31, 2010.

II. Other Holiday Exceptions

The terms of Article 7 shall apply except as noted above and as follows: During the week of a holiday, the County shall permit part-time employees an opportunity for modification of their work schedule in order to receive a normal pay check, including pro-rated holiday pay, without having to use vacation time or other earned leave.

Article 13. Work Schedules

The terms of this article shall apply except:

Section III.A 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 (2) consecutive days off in each two (2) 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:

Shift Differential

Payment of shift differential as provided by "Section V" shall not apply. However, the Library acknowledges that work hours past six (6:00) p.m. may require sacrifice on the part of employees. The Library will pay an hourly premium of seventy-five cents (\$0.75) for all hours worked after six (6:00) p.m. until close of business.

Article 15. Classification and Pay Ranges

The terms of this article shall apply except:

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

1 of performance of such limited supervisory duties is forty (40) hours or more, an employee in the
2 Librarian classification shall be paid a five percent (5%) work out of class differential; an
3 employee in the Library Assistant classification shall be paid according to the provisions of
4 Article 15, Section III A.

5
6 **Addendum B. Short Term Lead Worker Assignment and Pay**

7 The terms of this addendum shall apply except:

8 It is recognized that the Library may have need for Lead Worker (PIC) assignments
9 less than sixty (60) consecutive days which are deemed not to warrant a separate
10 classification or work out of class pay. An employee in the Librarian or Librarian Assistant
11 classifications shall be paid a five percent (5%) lead work differential for two (2) or more
12 consecutive hours worked as a short term lead worker.

ADDENDUM G
DEPARTMENT OF COMMUNITY JUSTICE

I. Scheduling

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

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

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

C. Employees receiving "after hours work calls" may respond. If responding to after hours calls, employees will "adjust" their work schedule, hour for hour, within the forty (40) hour work week with the approval of their supervisors.

II. Shift Bidding for 24-hour, Seven-Day Operations

A. Annual Bidding

Annual shift bidding shall take place in November of every year and the new schedule shall be implemented in the following January. All shifts will be open to bidding and posted as forty (40) hour shifts. The order of bidding shall be based on seniority within the job classification. If two employees are approved by management to job share, they may choose which of their respective positions they wish to split. The resulting vacant position shall then be available to be bid on by other employees.

B. Vacancies Following Annual Shift Bid

Any vacancy within the unit of more than ninety (90) days that occurs subsequent to the annual shift bid shall be posted in the unit. The vacant position shall be filled by the most senior employee of those who express interest. The position vacated by that employee will then be posted within the unit and the process will be repeated. This process will be repeated one (1) more time for a total of three (3) postings. The remaining vacant position will be filled by a lateral transfer or new hire for the remainder of the bid year.

1 **III. Vacation Requests for 24-hour, Seven-day Operations**

2 For work units that operate on a twenty-four (24)-hour, seven (7)-day schedule,
3 vacation requests for the upcoming calendar year may be submitted at the time of the
4 November shift bid. Management shall grant or deny these initial requests by December 31 of
5 the current year. If two (2) or more vacation requests are submitted for the same days and
6 times, the employee with the most seniority shall be granted the request. Each employee will
7 be allowed to exercise the right of seniority for one (1) of their vacation bid requests in a
8 calendar year. Pending supervisor approval, the remaining requests may be granted if
9 coverage can be found.

10 All subsequent requests shall be considered on a "first come, first served" basis; if two
11 (2) or more vacation requests are submitted for the same days and times, preference will be
12 given to the request that was submitted first, as verified by a date stamp. If two (2) or more
13 requests are submitted at the same date and time, the more senior employee's vacation
14 request will be granted. Each employee will be allowed to exercise the right of seniority for
15 one (1) of their "first come, first served" vacation requests in a calendar year. Employees shall
16 submit requests as early as possible, and no later than two (2) weeks before the first (1st) day
17 of the requested leave. Both parties agree that minimal staffing of all shifts must be
18 maintained.

19 **IV. Holidays**

20 Because of the complexity of scheduling, and the participatory scheduling process
21 involved for certain employees of the Department of Community Justice, any employee who is
22 offered a holiday off on an observed holiday but chooses to self schedule himself on that day
23 shall be granted a personal holiday in lieu of any other holiday observance or pay. This
24 personal holiday shall be used within the fiscal year but in no event more than four (4) months
25 from the date of the holiday.

26 **V. Mixed Shifts**

27 **Day Reporting Center/Londer Learning Center:** When employees at the Day
28 Reporting Center/Londer Learning Center are regularly scheduled, in accordance with the
29 provisions of Article 13, to work a combination of day and swing shifts which does not contain
30 four (4) like shifts within the work week, they will not receive relief shift differential for all shifts
31 worked. They will receive swing shift-differential for each swing shift worked

32 **VI. Community Works Leader**

33 Employees assigned as Community Works Leaders shall receive boot/clothing
34 allowance as follows:

1 **A.** Work boots will be reimbursed up to one hundred dollars (\$100) annually. The
2 boot must meet Forest Service standards. Employees may have their old boots resoled
3 instead of buying a new pair. The same maximum reimbursement standard applies. Staff who
4 choose to not purchase their own work boots may use client boots from the Department of
5 Community Justice.

6 **B.** Daypacks will be reimbursed up to fifty dollars (\$50) annually. The pack must
7 be capable of carrying the necessary safety items for daily work crews. Staff who choose not
8 to purchase their daypacks may use one of the Department of Community Justice's daypacks.

9 **C.** Rain gear will be reimbursed at a maximum of two hundred dollars (\$200) every
10 two (2) years. Staff who choose to not purchase their own rain gear may use County issued
11 rain gear from the Department of Community Justice.

12 **D.** In order to qualify for reimbursement, employees must average thirty percent
13 (30%) time in the field with crews. Reimbursed equipment shall be considered property of the
14 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 (CDL's) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

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

B. Work Rules

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

Employees shall:

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

b. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except

1 when lawfully required as part of the job.

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

4 d. Not possess or consume prescription medications without a valid
5 prescription.

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

8 Employees shall:

9 a. Not use, possess, or distribute illegal drugs.

10 b. Not use or distribute alcohol without authorization.

11 **3. Fitness for duty**

12 Employees shall:

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

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

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

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

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

32 f. Notify their supervisors in advance when their use of prescription
33 or non-prescription medications may impair the employee’s ability to perform the essential
34 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 CDL, 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:

a. Not interfere with the administration of this Drug and Alcohol 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.

b. Provide to Human Resources 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.

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

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

e. 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.

f. Disclose promptly (upon the next working day) and fully to his/her supervisor:

i. All drug or alcohol-related 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

1 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the
2 use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

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

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

- 10 **a.** carrying firearms
- 11 **b.** work in the criminal justice system
- 12 **c.** responsibility for public safety or the safety of co-workers
- 13 **d.** handling narcotics or other controlled substances
- 14 **e.** handling hazardous equipment or materials
- 15 **f.** influencing the behavior of minors
- 16 **g.** holding a CDL

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

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

24 **i.** the requirement that the employee enroll, participate in,
25 and successfully complete a treatment program as recommended by the Substance Abuse
26 Professional;

27 **ii.** the right for the County to administer any number of
28 unannounced follow up drug or alcohol tests at any time during the work day for a period of
29 two (2) years from completion of any required treatment or education program;

30 **iii.** the signatures of the employee's supervisor, the
31 employee, and the employee's Union representative.

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

1 **D. Mandatory Assessment and Treatment**

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

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

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

14 **E. Return to Work Testing**

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

19 **IV. Testing**

20 **A. Basis for Testing**

21 1. All employees may be tested:
22 a. based on reasonable suspicion of being "under the influence" of
23 alcohol or prohibited drugs;
24 b. before returning to work after testing positive for being "under the
25 influence" of alcohol or drugs;
26 c. as part of a program of unannounced follow-up testing provided
27 for in a Last Chance Agreement.

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

31 3. Consistent with Federal law, employees in safety sensitive positions,
32 including but not limited to holders of CDL's and Bridge Operators, shall be subject to the
33 testing requirements of federal law, in addition to the requirements herein which apply to all
34 employees. For example, unlike other employees, employees in safety sensitive positions will

1 be subject to legally required random testing and testing following certain kinds of accidents.

2 **B. Establishing Reasonable Suspicion**

3 **1. Definition**

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

12 **2. Supervisory training**

13 The County will provide training to all supervisors on establishing
14 reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have
15 not been trained will not have the authority to direct employees to be tested on the basis of
16 reasonable suspicion of being under the influence.

17 **3. Lead Workers**

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

24 **4. Additional precautions**

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

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

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

33 **c.** Except in field or shift circumstances which render contact
34 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 attempt to contact employees to review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on 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.

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

b. **Appeals**. 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 original sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of the re-testing.

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.

1 **B. Controlled Substance:**

2 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and
3 cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC
4 § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or
5 possession is prohibited or restricted by law.

6 **C. County:**

7 Multnomah County, Oregon.

8 **D. Drug Paraphernalia:**

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

13 **E. Drug Test:**

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

16 **F. Drugs:**

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

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

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

26 **H. On Duty:**

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

31 **I. Prescription Medication:**

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

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

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

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

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

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

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

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

10 See "Section II. B. 2" above.

11 **VI. Sample Last Chance Agreement**

12
13
14 **LAST CHANCE AGREEMENT**

15
16 The following agreement is entered into between Multnomah County and the Employee.
17 Failure on the part of the employee to meet the expectations below will result in the termination
18 of his or her employment with the County.

19
20 1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if
21 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or
22 outpatient rehabilitation program approved by the County. I fully understand that should I fail
23 to complete either the inpatient or outpatient program, my employment with the County will be
24 terminated.

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

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

1 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing
2 (urinalysis and breath test) by the County for a period of twenty-four (24) months from the date
3 I return to work. This time period will increase accordingly if I am absent from work, for any
4 reason, for a cumulative period of one (1) month or more. I understand that if I refuse to take a
5 drug and/or alcohol test or if a test is positive, my employment will be terminated.

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

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

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

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

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

16
17 Disciplinary Action

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

20
21 Personal Commitment

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

28
29 I understand the terms and conditions of this letter. I also understand that, except as expressly
30 stated in this agreement, my terms and conditions of employment will be determined by the
31 County's policies and rules, and that this agreement does not guarantee me employment for
32 any set period of time. I have had sufficient time to study it away from the work place and to
33 consult anyone I desire about it. I sign it free of any duress or coercion. This letter will
34 become part of my personnel file.

1
2 _____
3 (Employee) (Date) (Managerial Employee With (Date)
4 Disciplinary Authority)**
5 _____
6 (Labor Representative) (Date) (Employee's Immediate Supervisor***) (Date)
7
8 _____
9 (Multnomah County (Date)
10 Labor Relations, if applicable*)
11
12 Footnotes:
13 * Necessary only if terms of the Labor Agreement are waived or excepted.
14 ** Always necessary.
15 *** Optional in cases in which immediate supervisor does not have termination authority.

ADDENDUM I
OFFICE OF THE SHERIFF (MCSO)

I. Sign-Up

A. Vacation

The method of vacation selection shall be in accordance with the provisions of Article 8 and employees shall choose their vacation dates in order of Job Classification Seniority. Vacation selection shall either be made at the time of the annual shift bid or at a later date in a timely manner. Each unit manager shall provide a written policy for determining how many employees may be scheduled for vacation on any given day or shift and notify staff before the vacation sign-up begins.

At their discretion, managers may make necessary modifications during the year to accommodate the needs of their individual units when circumstances beyond their control occur, such as budget cuts, layoffs or unexpected vacancies. Management will grant additional leave requests after the vacation sign-up is completed on a first come, first serve basis within their established written guidelines.

B. Shift and Vacancy

1. Programs Unit

Filling a vacancy that occurs as a result of a change in work assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by Article 22.I.A-D) shall be based on job class seniority. Work Assignment is defined as work site location which is a MCSO facility (MCDL, 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.I) or a need arises to change shifts, days off or work location other than at the beginning of the calendar year, then the provisions of Article 22 .VI.A apply so that management will seek qualified volunteers based on job class seniority. If there are no volunteers, the least senior qualified employee changes work location, shift or days off. Or if a ninety (90)-day or less vacancy occurs, Article 22.II.A applies

so that management can make a short term assignment (as defined in that Article) at their discretion. All other provisions of Article 22 shall apply.

2. All 24/7 Units

a. All twenty-four (24) hour, seven (7) day a week units in the Sheriff's Office will bid annually for shifts and days off in the following manner unless otherwise indicated:

i. Annual shift bids and days off shall be posted two (2) weeks before the sign-up begins at each work location along with an updated list of staff members by their job classification seniority.

ii. The annual shift bid will begin no later than December 1st of every year. If the annual shift bid cannot begin by December 1st, the manager of that unit will notify the union in writing by November 30th.

iii. Each employee will have no more than two (2) complete shifts to make their selection of shift and days off. However, the bid shall be given to the next member as soon as possible after signing up to expedite the process. If a member is on his/her days off, the bid will stop and wait for their return.

iv. Employees who will be gone on a leave of absence, other leave or vacation of three (3) or more days will submit in writing to their manager three (3) choices for shift and days off, numbering them by one (1) being their first choice, two (2) being their second choice and three (3) being their third choice for available shifts and vacation days. Members shall be allowed to call or authorize their manager to call them at home to sign-up if they are gone for more than three (3) days during the shift bid process.

v. New shifts will be implemented no later than the following February 1st, annually.

vi. Employees in the Auxiliary Services unit 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 discretion.

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 one hundred dollars (\$100) and thereafter all requests for additional uniforms shall be approved by MCSO Records Unit Manager prior to ordering.

ADDENDUM J
SCHOOL BASED EMPLOYEES

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

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

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

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

D. **Limitation on Bumping and Recall from School Based**

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

2. If business needs require the County to reduce a school based position from twelve (12) months to ten (10) months, the County will first look for volunteers among the twelve (12) month employees in the affected classification to determine whether there are any employees willing to have a reduced schedule. If there are no volunteers willing to change to ten (10) month schedule, the twelve (12) month school based employee with the lowest Countywide seniority date in the affected classification will be reduced.

E. **Administrative Purposes Defined**

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

F. **Deviation from Seniority Order for Layoff or Recall/Effect on Seniority and Insurance Benefits**

When implementing limited duration layoff or recall from such layoff the County may deviate from the normal order of seniority layoff or recall otherwise required by the parties' collective bargaining agreement. Such deviation shall not be for a period exceeding seven (7) calendar days. A more senior employee who would have been 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 County Management 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

1 summer unless the employee is subsequently terminated or resigns. In such case, normal
2 provisions relating to vacation payoff shall apply.

3 **J. Considerations in Use of Vacation**

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

14 **K. Alternative Compensation**

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

20 **L. Alternative Benefits**

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

28 **M. Insurance Benefits for Summer Work**

29 If the employee's last regularly scheduled workday in pay status falls on or
30 before the fifteenth (15th) day of the calendar month in which the employee begins limited
31 duration layoff, medical/vision and dental benefits toward which the County has contributed will
32 lapse at the end of that month. If such work day falls after the fifteenth (15th) of the calendar
33 month in which the employee begins limited duration layoff, coverage toward which the County
34 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 31st. Employee B's last day is July 16th. Employee B's coverage toward which the County has contributed will lapse August 31st.) 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. Supplemental Life and Short Term Disability Insurance. The County agrees to apply for the "teacher's waiver" so that employees laid off as the result of limited duration layoff who are rehired within ninety (90) days will be reinstated with supplemental life and short term disability insurance that was in force at the time of layoff.

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

P. Holidays

Notwithstanding the provisions 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 for any scheduled school closure, including but not limited to the school winter vacation closure, spring vacation closure, teacher in-service days, or any other scheduled school closure, will be permitted, upon advance written request, to use leave without pay without first exhausting paid vacation, Saved Holiday time and/or compensatory time off. Employees who take such period as an authorized, unpaid leave of absence during the winter vacation closure 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. Unscheduled closures, such as those due to weather events, building safety issues, or any other unscheduled closures are not covered by this provision and are subject to the contract provisions and county personnel rules for building or office closures due to inclement weather and .

Q. Lateral Transfers for DCHS Employees

1. This subsection applies to all school-based positions within the Department of County Human Services that are classified as Mental Health Consultants and Family Intervention Specialists. The provisions of Article 22 shall apply for employees in these classifications except as follows:

2. Vacancies which occur during the school year may be filled by temporary or regular new appointments without regard to the Work Assignment process in Article 22. Such positions will be considered vacancies for purposes of the annual transfer process. New employees assigned to those positions during the school year may be

1 reassigned to other positions for the following school year, pursuant to the provisions of this
2 Addendum.

3 **3.** On an annual basis, a list of all vacancies, including those filled by new
4 or temporary appointments during the school year, will be posted for ten (10) working days,
5 with the first (1st) day of posting occurring on or about May 10 of each year. The posting will
6 include the name of the person to contact, the deadline for consideration, and any other
7 available, relevant information about each vacant position, including school and school district
8 sites served, specific school needs as identified by school personnel, geographic locations of
9 the assignment, etc. Eligibility for consideration will be limited to employees in the Family
10 Intervention classification and the classification of Mental Health Consultant within the School
11 Based Mental Health program.

12 **4.** Employees on the transfer list will also be considered for any vacancies
13 which occur between the end of the May signup period but prior to August 1, provided they
14 have given their summer contact information (email or regular mailing address) to
15 management and respond to a notice of vacancy from management within five (5) working
16 days of the date the notice is sent.

17 **5.** Employees who wish to transfer from their current assignment must
18 submit their name and indicate which vacancies they wish to be considered for prior to the
19 deadline specified in the posting.

20 **6.** Employees who wish to be considered for other vacancies which will
21 result from this transfer process must also submit their names prior to the specified deadline,
22 but are not required to specify which vacancies they are applying for.

23 **7.** Following the sign-up period, all vacancies, including those that result
24 from the initial transfer of employees into posted vacancies, will be filled from the transfer list in
25 accordance with Article 22.III.B and C. Employees not on the transfer list will not be
26 considered for transfer.

27 **8.** Any vacancies not filled through the internal transfer process provided
28 for in this Article will be posted within the designated work unit for lateral transfer. Any
29 remaining vacancies at the conclusion of this process will be filled in accordance with the
30 personnel rules for appointments, including but not limited to, open competitive announcement.

31 **9.** Whenever management determines a need to change the assignments
32 of a position in the School Based Program, management will, whenever practical, provide an
33 opportunity for input from affected staff prior to a final decision.

ADDENDUM K
HEALTH AND WELFARE
PLAN DESIGN CHANGES

Default changes effective January 1, 2009 only if EBT is unable to reach agreement.

ODS Plan – Prescription Drug Coverage Changes:

Change annual out of pocket maximum to two thousand dollars (\$2,000)

RETAIL (thirty (30) day supply) – PLUS and PREFERRED PLANS

Tier 1: Generic: No change (co-pay twenty percent (20%)) add fifty dollars (\$50) per Rx co-pay maximum

Tier 2: Preferred Brand Name: No co-pay change (twenty percent (20%)) add fifty dollars (\$50) per Rx co-pay maximum

Tier 3 Non-preferred Brand Name: No change (co-pay fifty percent (50%))

MAILORDER (ninety (90) day supply) – PLUS PLAN

Tier 1: Generic: Change co-pay from sixteen dollars (\$16) to twenty percent (20%) with twenty-five dollar (\$25.00) per Rx maximum

Tier 2: Preferred Brand Name: Change co-pay from twenty-four (\$24) to twenty percent (20%) with one hundred dollar (\$100) maximum

Tier 3: Non-preferred Brand Name: No change – purchase at fifty percent (50%) of cost

MAILORDER (ninety (90) day supply) – PREFERRED PLAN

Tier 1 Generic: Change co-pay from twenty dollars (\$20) to twenty percent (20%) with thirty-five dollar (\$35) per prescription maximum

Tier 2 Preferred Brand Name: Change co-pay from thirty dollars (\$30) to twenty percent (20%) with one-hundred fifty dollar (\$150) per prescription maximum

Tier 3 Non-preferred Brand Name: No change – purchase at fifty percent (50%) of cost

Kaiser Medical Plan:

Increase Office Visit Co-pay from five dollars (\$5) to ten dollars (\$10).

Increase Rx Co-pay from five dollars (\$5) to:

Retail (thirty (30) day supply) ten dollars (\$10) for generic and ten dollars (\$10) for formulary brand name.

Mail order (ninety (90) day supply) co-payment would be two (2) times the retail co-payment or twenty dollars (\$20) for generic medication, twenty dollars (\$20) for formulary brand name medication.

Kaiser Dental Plan:

Increase office visit co-pay from five dollars (\$5) to ten dollars (\$10).

Orthodontia (Plan U) for children under eighteen (18) only: Maximum Plan benefit payment three thousand dollars (\$3,000) per child. Member pays fifty percent (50%) of charges up to the maximum Plan payment and one hundred percent (100%) of charges in excess of the maximum Plan payment. (Any covered dependent who has been banded prior to January 1, 2009 under the existing Kaiser Orthodontic program will remain eligible to receive the existing orthodontic benefit (three hundred dollar (\$300) maximum member co-pay) for remainder of current orthodontic treatment plan or treatment phase.

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