



Multnomah County Oregon

Board of Commissioners & Agenda

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BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey, Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
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Email: district1@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
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Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
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Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
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SEPTEMBER 23, 2004 BOARD MEETING

FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Opportunity for Public Comment
Pg 2	9:30 a.m. Resolution Recognizing National Pollution Prevention Week and Directing Development of a Toxics Reduction Strategy
Pg 2	9:55 a.m. Enterprise Development Week
Pg 2	10:00 a.m. AFSCME Local 88 Labor Agreement
Pg 3	10:10 a.m. Corrections Officers Association Labor Agreement
Pg 3	10:20 a.m. Deputy Sheriff's Association Labor Agreement
Pg 3	10:30 a.m. & 1:30 p.m. Briefing Update on Budget Priority Setting Process

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community
Television

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Thursday, September 23, 2004 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES

- C-1 RESOLUTION Authorizing Private Sale of Certain Tax Foreclosed Property to the CITY OF WOOD VILLAGE, PUBLIC WORKS DEPARTMENT

SHERIFF'S OFFICE

- C-2 Renewal of Government Expenditure Contract (190 Agreement) 4600005099 with Mt. Hood Community College, to Provide Educational Services to Inmates in Multnomah County Correctional Facilities

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

Opportunity for Public Comment on non-agenda matters. Testimony is limited to three minutes per person. Fill out a speaker form available in the Boardroom and turn it into the Board Clerk.

NON-DEPARTMENTAL - 9:30 AM

- R-1 RESOLUTION Recognizing National Pollution Prevention Week and Directing Development of a Toxics Reduction Strategy Jointly with the City of Portland Using the Precautionary Principle
- R-2 Approval of Termination of Private Access and Utility Easement

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:55 AM

- R-3 PROCLAMATION Proclaiming the Week of September 27 to October 1, 2004 as Minority Enterprise Development Week in Multnomah County, Oregon
- R-4 RESOLUTION Approving the 2004-2006 Labor Agreement Between Multnomah County and the American Federation of State, County, and Municipal Employees (AFSCME) Local 88

R-5 RESOLUTION Approving the 2004-2010 Labor Agreement Between Multnomah County and Multnomah County Corrections Officers Association (MCCOA)

R-6 RESOLUTION Approving the 2004-2010 Labor Agreement Between Multnomah County and Multnomah County Deputy Sheriff's Association

Thursday, September 23, 2004 - 10:30 AM
(OR IMMEDIATELY FOLLOWING REGULAR MEETING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BOARD BRIEFING

B-1 Update on Budget Priority Setting Process. Presented by Dave Boyer, Karyne Dargan and Mark Campbell. 90 MINUTES REQUESTED.

Thursday, September 23, 2004 - 1:30 PM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

IF NEEDED BOARD BRIEFING

B-1 If Needed Continued Update on Budget Priority Setting Process. Presented by Dave Boyer, Karyne Dargan and Mark Campbell. 90 MINUTES REQUESTED.



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
501 S.E. HAWTHORNE BLVD., Room 600
PORTLAND, OREGON 97204
(503) 988-5217

LISA NAITO • DISTRICT 3 COMMISSIONER

MEMORANDUM

TO: Chair Diane Linn
Commissioner Maria Rojo de Steffey
Commissioner Serena Cruz
Commissioner Lonnie Roberts
Board Clerk Deb Bogstad

FROM: Carol Wessinger
Staff to Commissioner Lisa Naito

DATE: September 20, 2004

RE: Commissioner Naito Meeting Excuse

Commissioner Naito will be unable to attend the September 23, 2004 afternoon if needed Board Briefing; the September 28, 2004 Board Briefing and Executive Session; and the September 30, 2004 Board Meeting. The Commissioner will be in Washington DC and meeting with members of the Congressional delegation.

Commissioner Naito will participate in the September 30, 2004 Regular Board Meeting by phone.

Thank you,
Carol Wessinger

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: C-1

Est. Start Time: 9:30 AM

Date Submitted: 08/31/04

Requested Date: September 23, 2004

Time Requested: N/A

Department: DBCS

Division: Tax Title

Contact/s: Gary Thomas

Phone: 503-988-3590

Ext.: 22591

I/O Address: 503/4 Tax Title

Presenters: Gary Thomas

Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to the CITY OF WOOD VILLAGE

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

-
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the private sale of one tax foreclosed property to the CITY OF WOOD VILLAGE. The Department of Business and Community Services recommends that the private sale be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property is a vacant lot approximately 50' x 50' x 50' x 33' that came into Multnomah County ownership through the foreclosure of delinquent property tax liens on September 24, 1992. According to a property survey completed in 1954, the subject property is described as the Arata Spring & Reservoir Site and at one time was a part of the City of Wood Village water system. Years ago, the property was near the main reservoir site for the city's water system. When NE 238th Drive was developed to its

present design the subject property was separated from the main reservoir property. The property is now surrounded by the common area of a large residential development.

The attached plat map, Exhibit A, shows the location of the property. The attached Exhibit B is an aerial photo that shows the proximity of the strip to the adjacent properties and the City of Wood Village current water reservoir.

Although no written confirmation from the City of Wood Village was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 50' x 50' lot and the existence of an old spring on it make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.

3. Explain the fiscal impact (current year and ongoing).

The Private Sale will allow for a recovery of the delinquent taxes, fees, and expenses (see Exhibit C).

4. Explain any legal and/or policy issues.

No legal issues are expected. The parcel will be sold "As Is" without guarantee of clear title.

5. Explain any citizen and/or other government participation that has or will take place.

No citizen or government participation is anticipated.

Required Signatures:

Department/Agency Director:

Robert A. Maestre

Date: 08/30/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

EXHIBIT A

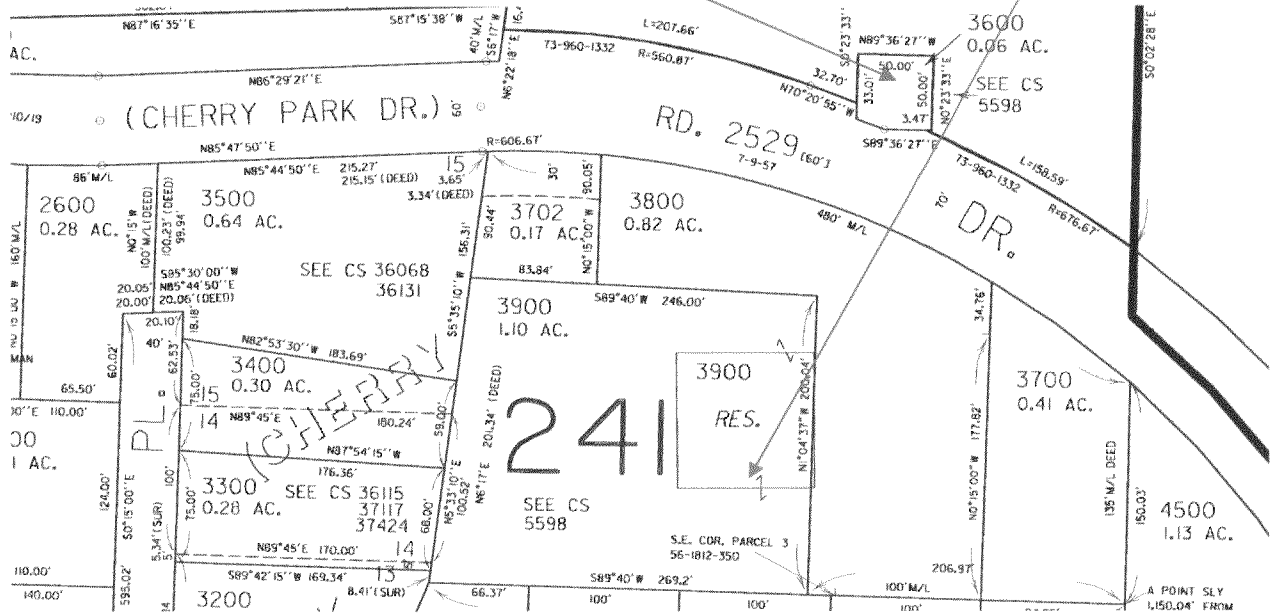
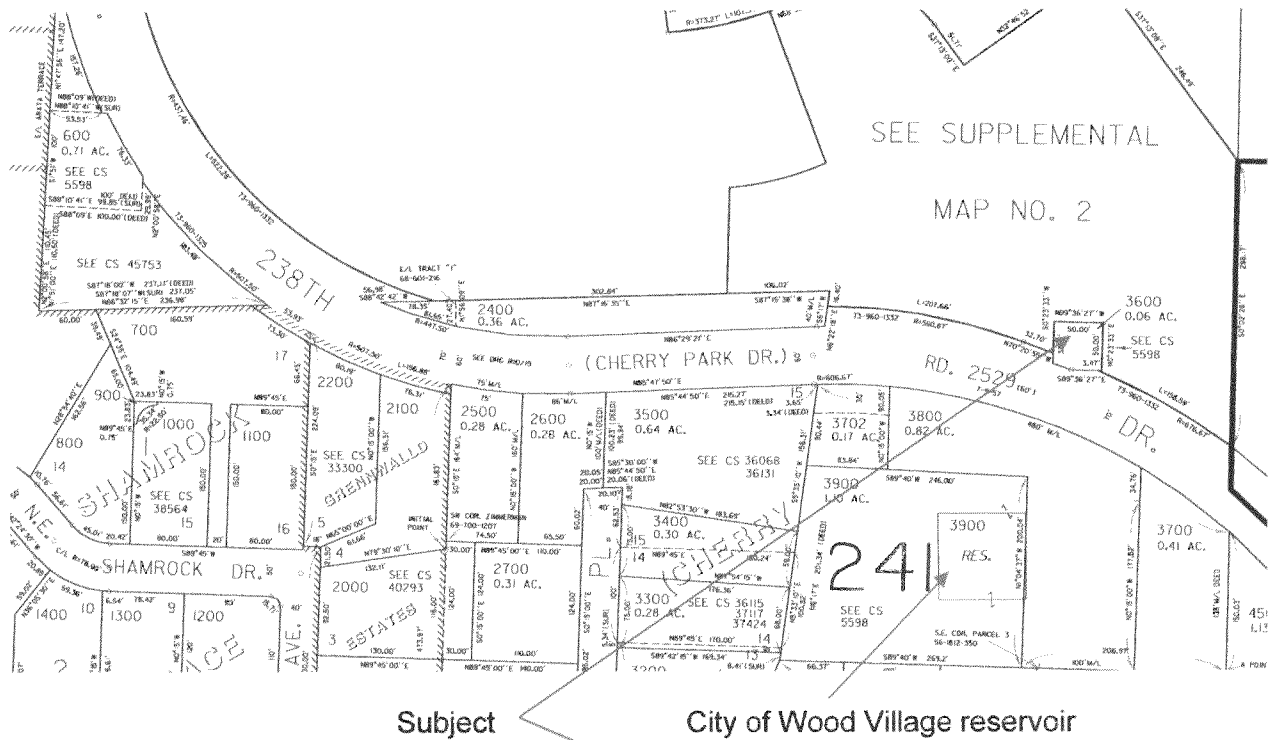


EXHIBIT B



Subject

EXHIBIT C
PROPOSED PROPERTY LISTED FOR PRIVATE SALE
FISCAL YEAR 2003-04

LEGAL DESCRIPTION:

The following described real property situated in Section 34, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Wood Village, County of Multnomah and State of Oregon:

Commencing at the Northeast corner of Section 34, Township 1 North, Range 3 East of the Willamette Meridian; thence South 89° 40' West 135 feet; thence South 785 feet to the Northeast corner and point of beginning of the tract to be described; thence West 50 feet; thence South 50 feet; thence East 50 feet; thence North 50 feet to the point of beginning; Except that portion situated in the road on the South.

PROPERTY ACROSS ROAD ADDRESS: 1129 NE 238th Drive

TAX ACCOUNT NUMBER: R321971

GREENSPACE DESIGNATION: Natural Area

SIZE OF PARCEL: Approximately 50' x 50' (approx. 2,400sf)

ASSESSED VALUE: \$130.00

ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE

BACK TAXES & INTEREST:	\$16.21
TAX TITLE MAINTENANCE COST & EXPENSES:	-0-
ADVERTISING COST:	-0-
RECORDING FEE:	\$26.00
CITY LIENS:	-0-
SUB-TOTAL	\$42.21
MINIMUM PRICE REQUEST OF PRIVATE SALE	\$126.00

BOGSTAD Deborah L

From: GRACE Becky J
Sent: Tuesday, August 31, 2004 4:11 PM
To: BOGSTAD Deborah L
Subject: FW: Private Sale of Tax Foreclosed Property to City of Wood Village Sept 23 Board Agenda

-----Original Message-----

From: CREAN Christopher D
Sent: Monday, August 30, 2004 1:01 PM
To: GRACE Becky J
Subject: RE: Private Sale of Tax Foreclosed Property to City of Wood Village Sept 23 Board Agenda

Becky -

I have reviewed the attached resolution and deed and they may be circulated for signature. Thanks.

- Chris

-----Original Message-----

From: GRACE Becky J
Sent: Monday, August 30, 2004 12:45 PM
To: CREAN Christopher D
Subject: Private Sale of Tax Foreclosed Property to City of Wood Village Sept 23 Board Agenda

Hi Chris,

Attached for your review and approval are the September 23 Board Agenda Documents for the Private Sale of Tax Foreclosed Property to the City of Wood Village.

Thanks!

Becky Grace
Tax Title, Multnomah County
501 SE Hawthorne, Suite 310
Portland, OR 97214
503.988.3590 x27145

9/15/2004

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY

RESOLUTION NO. _____

Authorizing Private Sale of Certain Tax Foreclosed Property to the CITY OF WOOD VILLAGE,
PUBLIC WORKS DEPARTMENT.

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$130 on the County's current tax roll.
- c) Although no written confirmation from the City of Wood Village was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 50' x 50' lot and the existence of an old spring on it make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) The CITY OF WOOD VILLAGE, has agreed to pay \$126, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$126, the Chair on behalf of Multnomah County, is authorized to execute a deed conveying to the CITY OF WOOD VILLAGE, the real property described in Exhibit A.

ADOPTED this 23th day of September 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Christopher D. Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

The following described real property situated in Section 34, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Wood Village, County of Multnomah and State of Oregon:

Commencing at the Northeast corner of Section 34, Township 1 North, Range 3 East of the Willamette Meridian; thence South 89° 40' West 135 feet; thence South 785 feet to the Northeast corner and point of beginning of the tract to be described; thence West 50 feet; thence South 50 feet; thence East 50 feet; thence North 50 feet to the point of beginning; Except that portion situated in the road on the South.

Multnomah County Deed No.: D051979

Tax Account No.: R321971

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to The CITY OF WOOD VILLAGE, Grantee, that certain real property, located in the City of Wood Village, Multnomah County, Oregon more particularly described in the attached Exhibit A.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

The following described real property situated in Section 34, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Wood Village, County of Multnomah and State of Oregon:

Commencing at the Northeast corner of Section 34, Township 1 North, Range 3 East of the Willamette Meridian; thence South 89° 40' West 135 feet; thence South 785 feet to the Northeast corner and point of beginning of the tract to be described; thence West 50 feet; thence South 50 feet; thence East 50 feet; thence North 50 feet to the point of beginning; Except that portion situated in the road on the South.

Multnomah County Deed No.: D051979

Tax Account No.: R321971

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-139

Authorizing Private Sale of Certain Tax Foreclosed Property to the CITY OF WOOD VILLAGE,
PUBLIC WORKS DEPARTMENT

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent taxes.
- b) The property has an assessed value of \$130 on the County's current tax roll.
- c) Although no written confirmation from the City of Wood Village was obtained, the Tax Title Division is confident the shape and size of the property, i.e., approximately 50' x 50' lot and the existence of an old spring on it make it unsuitable for construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d) The CITY OF WOOD VILLAGE, has agreed to pay \$126, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

The Multnomah County Board of Commissioners Resolves:

- 1. Upon Tax Title's receipt of the payment of \$126, the Chair on behalf of Multnomah County is authorized to execute a deed conveying to the CITY OF WOOD VILLAGE, the real property described in Exhibit A.

ADOPTED this 23rd day of September 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON


By 
Christopher D. Crean, Assistant County Attorney

EXHIBIT A (RESOLUTION)

Legal Description:

The following described real property situated in Section 34, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Wood Village, County of Multnomah and State of Oregon:

Commencing at the Northeast corner of Section 34, Township 1 North, Range 3 East of the Willamette Meridian; thence South $89^{\circ} 40'$ West 135 feet; thence South 785 feet to the Northeast corner and point of beginning of the tract to be described; thence West 50 feet; thence South 50 feet; thence East 50 feet; thence North 50 feet to the point of beginning; Except that portion situated in the road on the South.

Multnomah County Deed No.: D051979

Tax Account No.: R321971

**THE CITY OF WOOD VILLAGE
C/O PUBLIC WORKS DEPARTMENT
2055 NE 238TH DRIVE
WOOD VILLAGE OOR 97060**

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

Deed D051980

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to The CITY OF WOOD VILLAGE, Grantee, that certain real property, located in the City of Wood Village, Multnomah County, Oregon more particularly described in the attached Exhibit A.

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$126.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 23rd day of September 2004, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

This Deed was acknowledged before me this 23rd day of September 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/05

EXHIBIT A (DEED)

Legal Description:

The following described real property situated in Section 34, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Wood Village, County of Multnomah and State of Oregon:

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Multnomah County Deed No.: D051979

Tax Account No.: R321971

After recording, return to:
MULTNOMAH COUNTY
TAX TITLE DIVISION
503/4

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to The CITY OF WOOD VILLAGE, Grantee, that certain real property, located in the City of Wood Village, Multnomah County, Oregon more particularly described in the attached Exhibit A.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.


Diane M. Linn, Chair

By Christopher D. Crean
Christopher D. Crean, Assistant County Attorney

This Deed was acknowledged before me this 23rd day of September 2004, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

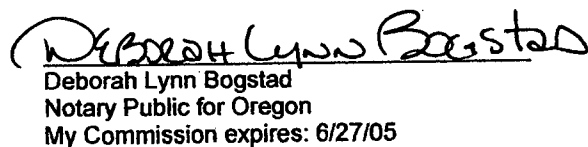


EXHIBIT A (DEED)

Legal Description:

The following described real property situated in Section 34, Township 1 North, Range 3 East of the Willamette Meridian, in the City of Wood Village, County of Multnomah and State of Oregon:

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Multnomah County Deed No.: D051979

Tax Account No.: R321971

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: C-2

Est. Start Time: 9:30 AM

Date Submitted: 09/14/04

Requested Date: September 23, 2004

Time Requested: N/A

Department: Sheriff's Office

Division: Business Services

Contact/s: Brad Lynch

Phone: 503-988-4336

Ext.: 84336

I/O Address: 503/350

Presenters: Consent Calendar

Agenda Title: Renewal of Government Expenditure Contract (190 Agreement) 4600005099 with Mt. Hood Community College, to Provide Educational Services to Inmates in Multnomah County Correctional Facilities

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.)

-
1. **What action are you requesting from the Board? What is the department/agency recommendation?** Approval of government contract 4600005099.
 2. **Please provide sufficient background information for the Board and the public to understand this issue.** Under this agreement, Mount Hood Community College will provide instructional programs and services in Adult Basic Education (ABE) and English as a Second Language (ESL) for Multnomah County correctional facilities inmates. Mount Hood Community College will also provide inmates with tutoring and instruction preparation for GED tests, and provide GED testing services within Sheriff's Office

correctional facilities. The contract is retroactive to July 1st of this year. The contract will be in effect until June 30th of 2005.

3. **Explain the fiscal impact (current year and ongoing).** The target value of the contract is \$166,647.00. This is an anticipated expenditure and included annually in the Sheriff's Office budget.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. **Explain any legal and/or policy issues.** This agreement has been reviewed by the County Attorney's office.
5. **Explain any citizen and/or other government participation that has or will take place.** None, other than above.

Required Signatures:

Department/Agency Director:



Date: August 31, 2004

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature) ☐ Attached ☐ Not Attached Contract #: 4600005099
Amendment #: _____

CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period	Contracts over \$75,000 per 12 month period	<input checked="" type="checkbox"/> Government Contracts (190 Agreement)
<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <div style="text-align: center;">CLASS III B</div> <input type="checkbox"/> Government Contracts (Non-190 Agreement) <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <input type="checkbox"/> Interdepartmental Contracts

Department: Sheriff's Office Division: Business Services Date: 08/31/04
 Originator: Carol Nykerk Phone: 503-988-3421 Bldg/Rm: 119/307
 Contact: Brad Lynch Phone: 503-988-4336 Bldg/Rm: 503/350
 Description of Contract: ABE/GED/ESL instruction and testing for inmates.

RENEWAL: ☐ PREVIOUS CONTRACT #(S): 46-4491, 46-3712, 46-2620
 RFP/BID: _____ RFP/BID DATE: _____
 EXEMPTION #: _____ ORS/AR #: 30000101BA
 Effective DATE: _____ EXPIRATION DATE: _____
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF State Cert# _____ or ☐ Self Cert ☐ Non-Profit ☒ N/A (Check all boxes that apply)

Contractor <u>Mt. Hood Community College</u>		Remittance address _____	
Address <u>26000 SE Stark</u>		(If different) _____	
City/State <u>Gresham, OR</u>		Payment Schedule / Terms	
ZIP Code <u>97030</u>		<input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other	
Phone <u>503-491-7557</u>		<input type="checkbox"/> Requirements Funding Info:	
Employer ID# or SS# <u>93-0546890</u>	Contract Effective Date <u>07/01/04</u> Term Date <u>06/30/05</u>	Original Requirements Amount \$ _____	
Amendment Effect Date _____ New Term Date _____		Total Amt of Previous Amendments \$ _____	
Original Contract Amount <u>\$166,647.00</u>		Requirements Amount Amendment: \$ _____	
Total Amt of Previous Amendments \$ _____		Total Amount of Requirements \$ _____	
Amount of Amendment \$ _____			
Total Amount of Agreement \$ <u>\$166,647.00</u>			

REQUIRED SIGNATURES:

Department Manager _____	DATE _____
Purchasing Manager _____	DATE _____
County Attorney <u><i>S.A.</i></u>	DATE <u>08-31-04</u>
County Chair <u><i>Dean Meyer</i></u>	DATE <u>9-22-04</u>
Sheriff <u><i>Bernie Davis Jr.</i></u>	DATE <u>9/2/04</u>
Contract Administration _____	DATE _____

COMMENTS:

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-2 DATE 04-23-04

DEBORAH L. BOGSTAD, BOARD CLERK



MULTNOMAH COUNTY SHERIFF'S OFFICE
501 SE HAWTHORNE BLVD., SUITE 350 • PORTLAND, OR 97214

Exemplary service for a safe, livable community

BERNIE GIUSTO
SHERIFF

(503) 988-4300 PHONE
(503) 988-4500 TTY
www.sheriff-mcso.org

MEMORANDUM

TO: Central Procurement / Contract Administration

FROM: Brad Lynch, MCSO Contract Administrator

DATE: September 1, 2004

RE: Retroactive Contract Processing / Contract Number 46-5099

As more than 30 days have passed since the initial execution date of the Mt. Hood Community College (MHCC), ABE/GED/ESL Testing contract (July 1, 2004), this is a request that the contract be considered and processed as retroactive.

MHCC did not agree to the terms negotiated until late August. This is a common occurrence with our Community College contracts, and outside the control of MCSO. Their reasoning is that resources cannot be established to fulfill contractual obligations until well after the beginning of their fiscal year, which mirrors ours. (July 1 to June 30).

Therefore, we request that this contract be processed as retroactive.

INTERGOVERNMENTAL AGREEMENT

This is an Agreement between Mt. Hood Community College (MHCC) and Multnomah County (County or MCSO), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is for MHCC to provide GED/ABE/ESL instructional programming and services associated with GED testing for inmates in Multnomah County Sheriff's Office (MCSO) Correctional Facilities.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2004 to June 30, 2005.
2. **RESPONSIBILITIES OF MHCC.** MHCC agrees to:
 - A. Provide the following services at Multnomah County Inverness Jail (MCIJ), Multnomah County Correctional Facility (MCCF), and Multnomah County Detention Center (MCDC), for 42 weeks per fiscal year:
 - 40 hours per week of instruction and coordination by full-time staff;
 - 11 hours per week of clerical support by part-time staff;
 - 39 hours of GED tutoring, 12 hours of ESL instruction, and 13 hours of ESL tutoring per week at MCIJ by part-time staff;
 - 18 hours per week of GED tutoring at MCCF by part-time staff;
 - 18 hours per week of GED tutoring at MCDC by part-time staff.
 - B. Provide state-qualified and MCSO-approved instructors.
 - C. The ordering of instructional materials and supplies necessary for ABE/GED/ESL tutoring and instruction of inmates.
 - D. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the MCSO.
 - E. Educational personnel shall utilize the assistance of screened volunteers to maximize the educational program for inmates.
 - F. Mt. Hood Community College agrees to maintain and provide the MCSO necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain instructional reports.

G. Mt. Hood Community College Testing Services agrees to establish and maintain a MHCC GED Administration "Addendum" site at the above-referenced County facilities, to include the following:

1. Assign a trained GED Examiner under the supervision and employment of MHCC Testing Services, to administer testing of inmates on a schedule to be jointly determined and reviewed on an on-going basis by MCSO & MHCC Testing staff.

2. Register and maintain records for all inmates participating in GED testing activity.

3. Transmit GED test records to Salem in a timely fashion.

4. Provide all GED test materials.

5. Prepare and maintain records related to the administration of GED testing.

6. Collect and remit the State processing fees and student service charges related to GED testing.

7. For a three-year period, provide persons tested under this program the opportunity to complete their GED testing at MHCC after their release from custody.

3. **RESPONSIBILITIES OF COUNTY.** The County agrees to:

- A. The MCSO Corrections Division shall consider for jail clearance all instructors referred by Mt. Hood Community College for facility assignment. An approval or disapproval decision shall be provided to Mt. Hood Community College.

- B. Provide instructional materials and supplies necessary for ABE/GED/ESL tutoring and instruction of inmates in an amount not to exceed \$10,000.00.

- C. MCSO shall provide assistance in the development of an instructional schedule, screen potential volunteers, and provide assistance necessary to operate within a correctional facility.

- D. MCSO agrees to provide Mt. Hood Community College reports necessary to maintain adequate time and employee records.

- E. MCSO shall provide a reasonably safe working environment for instructors in a corrections context. MHCC acknowledges there is a risk assumed when it's

instructors enter a correctional institution, and shall direct its instructors to obey all directions from corrections officers, and that failure to obey the orders of corrections officers may result in risk of injury or harm.

- F. Provide supervision of GED testing environment within the MCSO facilities, ensuring the MHCC GED examiner is capable of administering GED tests per State and Department of Education standards. Based on a jointly determined schedule, provide MHCC with the testing hours, location sites, and calendar of test dates.
- G. Arrange for physical facilities, equipment, and security arrangements for GED testing, which are within State and Department of Education standards and MHCC standards, and will notify the College that these standards have been met.
- H. Provide information upon request to the Chief Examiner when participant is released from confinement.
- I. For the duration of this Agreement the MCSO shall pay to MHCC, upon receipt of a monthly request for payment, the hourly rate of: \$49.61 for full-time instructor; \$40.10 for part-time instructor; \$19.91 for part-time tutor; \$13.80 for part-time clerical support. MCSO shall pay MHCC \$15,450.00 for MHCC GED testing arrangements. Towards total cost (excluding supplies), the following contributions shall not be exceeded: **MCSO, \$156,647.00; MHCC, \$44,715.00.**

4. **TERMINATION** This agreement may be terminated by either party upon 30 day's written notice.

5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless MHCC from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 MHCC shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of MHCC, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **ADDITIONAL TERMS AND CONDITIONS:**

- A. The parties agree that any and all instructors and testers from MHCC are employees of MHCC and are not employees, agents, or representatives of the MCSO for any purpose.
- B. The parties agree that this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.
- C. If MHCC is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-1 33, which applies the Federal Single Audit Act of 1984, Public law 98-502, to non-profit organizations.
- D. MCSO, by written notice of default, may terminate this agreement if MHCC fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
- E. Upon termination before completion of the services, payment to MHCC shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by MHCC against the MCSO under this agreement.
- F. MHCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both

MHCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

- G. The Multnomah County Sheriff designates Carol S. Nykerk, Program Manager, to represent MCSO in all matters pertaining to administration of this Agreement. MHCC designates Joy Turtola, Director Adult Basic Skills, to represent MHCC in all matters pertaining to administration of this Agreement.

MULTNOMAH COUNTY, OREGON

MT. HOOD COMMUNITY COLLEGE

By Bernie J. Turtola

By _____

Title Sheriff

Title _____

Reviewed:

Approved as to form:

S.A. 08-31-04
AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

Multnomah County, Oregon

Diane M. Linn
Diane M. Linn, County Chair

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 09-23-04
DEBORAH L. BOGSTAD, BOARD CLERK

1

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 9/23/04
SUBJECT: MONTAVALA LIBRARY

AGENDA NUMBER OR TOPIC: GETTING TO YES

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM
NAME: SANDRA M'DANIEL

ADDRESS: 1435 NE 73rd AVE.

CITY/STATE/ZIP: PHD, OK 97213

PHONE: DAYS: 257-3346 EVES: 257-3346
232-8304

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: _____

WRITTEN TESTIMONY: _____

CAROL CIMA'S TESTIMONY READ INTO RECORD

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 9/23/04
SUBJECT: Montavilla Library

AGENDA NUMBER OR TOPIC: Public Comment

FOR: X AGAINST: _____ THE ABOVE AGENDA ITEM

NAME: Maureen Wright

ADDRESS: 1505 SE MADISON ST

CITY/STATE/ZIP: Portland OR 97214

PHONE: 503 DAYS: 2339383 EVES: SAME

EMAIL: _____ FAX: _____

SPECIFIC ISSUE: Montavilla Library

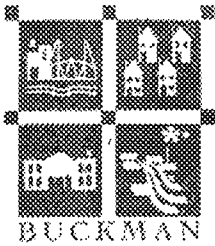
WRITTEN TESTIMONY: My own + Buckman
Community Assn's unanimous
endorsement of Montavilla Library, Inc.,
first volunteer run library

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



BUCKMAN COMMUNITY ASSOCIATION

c/o Southeast Uplift 3534 SE Main Portland, OR 97214 (503) 236-2214

On Thursday, September 2, 2004, the Buckman Community Association unanimously approved the following motion in support of Montavilla Library property's transfer to a non-profit organization to be run as the first-of-its kind in Multnomah County volunteer operated library.

"Buckman Community Association endorses the efforts of the citizens to recreate the Montavilla Neighborhood Library in the historic Montavilla Library Building. Montavilla Library can be a significant neighborhood resource; the act of creating and maintaining the Library will be a great community builder."

Signed,

The Board of the Buckman Community Association
503-236-2214

#3

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

This form is a public record

MEETING DATE: 9/23/04

SUBJECT: My Problems

AGENDA NUMBER OR TOPIC: My Problems

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM

NAME: Karl Chromy

ADDRESS: 6402 SE Tolman St.

CITY/STATE/ZIP: Portland OR 97206

PHONE: DAYS: 503-772-7938 EVES: N/A

EMAIL: N/A FAX: N/A

SPECIFIC ISSUE: Mult. Co.

WRITTEN TESTIMONY: Documents for Commissioners

IF YOU WISH TO ADDRESS THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

To Whom It May Concern:

I, Karl Chromy, do affirm and declare that these statements are true and accurate to the best of my knowledge and I have records to back it up. This all starts with my relapse of a medical condition caused by a motor vehicle accident in which several ligaments on the upper right side of my back were damaged (torn or disconnected). I rehabilitated at Northern Arizona University after retaining Solohon, Relihan, and Blake, Attorneys at Law from Phoenix, to pay for the expenses; Mr. Blake handled my case.

To stop the spinning of my spine to the left, because on the ligaments on the left pulling with no counter pull from the damaged right side, NAU's Physical Therapy Department was charged with the removal of the pulling ligaments on the left side of my spine, corresponding to the damage on the right. During the process, which was me sitting on a bench with side supports for the lower back, one therapist would rotate my upper body to the left, while the second therapist would manually remove the left side ligaments to stop the pulling to the left. Half way through the procedure, two vertebrae rotated in my lower back. Work on my upper back was stopped and rehabilitation on my lower back started (my lower back had to be stable to do the upper back rehabilitation). When my lower back was rehabilitated, "we" decided on a different method to finish the work on the upper back which was to locate the remaining ligaments that were causing the spin and push them off one by one using a wedge of wood (door wedge) rapped in a towel, placed under my back while I was laying on the floor, then the therapist would place both of his hands on my chest, push fast and hard to "scrape" the ligaments off the bone. There were five trials to remove three ligaments and lots of pain medication, but the procedure worked and I was able to run out of the building within two or so years (I graduated from NAU after finishing therapy).

When I relapsed, I was staying on the Oregon Coast (Tillamook County) and I tried to work through the problem but everything seemed to make it worse and working wasn't possible, so I went into the Adult and Family Services office in Tillamook, applied for services and was put on Food Stamp program and the Oregon Health Plan so that I could see a doctor at Tillamook County Medical Clinic. I met Dr. Brown to get some pain relief, I told him of my past medical history, they had me sign a medical records release for NAU and I was told to return in couple of days. When I next met with Dr. Brown he said that I was a Narcotics Seeker/Abuser, referred me to physical therapy, but refused to prescribe pain medication because they could not locate any medical record from NAU. (A law up until about two years ago: A medical record may be discarded after seven years as allowable by law; now it is twenty-two years or more). My record was discarded after seven years because Mr. Blake filed two law suits without my signature; one against the vehicle that I was riding in and one against NAU for the lower back rotation. (Problem: I told the therapists of NAU that they were charged with the impossible and that they would have to come to me with their proposals to do the work and that I would ultimately decide which modality had the least risks. I told them it was my decisions and all ramifications were mine! Ask them!) When I met with Mr. Blake after graduating from physical therapy to sign the paperwork to pay for NAU's services, I only signed one of the three potentials that Mr. Blake had paperwork ready for my

signature. Fast forward to 2002 for discovery; Mr. Blake had already sent all three out without my signature, I discovered this when Rehabilitation Medicine's doctor spoke with Dave Fukumotto while he was still at NAU and they talked about a law suit that I supposedly filed against NAU. This is why NAU destroyed my medical record, because they think that I tried to sue them (I did not!) It is the same reason that my girlfriend left me, because that was grandma's car she was driving when we were hit and grandma's insurance company dropped her and she could not get another, so she couldn't drive anymore (my ex-girlfriend believed that I caused her grandma's situation; Blake again).

When I arrived at the physical therapy department in Tillamook Hospital, I discussed my experience with the lady at the front desk and she explains to me that Dr. Brown is new to area, was probably told of all the horrid drug abuse of Tillamook County, had over reacted and that I should go back to the clinic and see Dr. Bulynski (lead Dr. at the clinic), which I did. While sitting in the waiting room, a couple of policemen enter the building while I am reading a magazine and Dr. Bulynski comes out into the waiting room, sits down next to me and in front of other patients, tells me that he is going to have to go with his doctor, makes mention of the police, and asks me to leave. I go directly to Tillamook Hospital's Emergency room because I am still experiencing extreme pain from my back relapsing. The ER tried several medications, to find one that worked and I am told that I have to find another doctor as the clinic will not see me anymore. I go to Dr. Westmyer across from the hospital and he sees me and says that he will refer me to a Portland doctor. The next day when I go to his office for the referral, his receptionist informs me that my visit was complimentary and that Dr. Westmyer doesn't have any room in his schedule for a new patient (what just happened?) I schedule an appointment with Dr. Meyers in Tillamook and after seeing him, his nurse tells me that the doctor is going with Dr. Brown on this one and refuses to see me again. I go to Dr. Thompson in Pacific City and he says that if I will go into pool therapy that he will continue medications and I agree. I spend several weeks in the pool doing therapy, when the therapy came to an end, Dr. Thompson stopped the medication to find that I was in three times as much pain then before therapy started, he quickly disconnects services (this exhausts all OHP participating doctors in Tillamook County). I go to the Health and Wellness Center in Grand Rhonde, I meet with a young doctor and he is being very rude so I tell him that he will not be my doctor, that he can leave the room and to send a different doctor into the room. A second doctor comes into the room after the first one left, with a large smile on his face and he states, "Did you just ask the first doctor to leave?" I looked at him and said that if he was going to act like the first doctor, that he might as well get out also. He states that he is the lead doctor and that there isn't another doctor, so I ask him why the first doctor acted the way that he did? He asked me if I have ever read my file and I tell him that files are for doctors, not patients. He tells me that he can't show me his copy of my file but I should go to all medical facilities that I had received services from and ask for a "complete and accurate" copy of my files. I did just that and found that the hospital's doctor had added some very interesting things into my file. It says that I have a history of use of a list of illicit drugs with the last two entries being pejorative slang words (proper medical terms weren't available? Or were they looking for color?). The problem here is that most of the drugs on the list have never been in my body and I volunteered to take a polygraph test to prove it but the hospital refused

my offer. It is a falsified record to cover for Dr. Brown's error and I approached the hospital for correction of the record but they refused the offer (I wonder why? Dr. Fluff-a-record to the rescue!)

The Health and Wellness Center was treating me with pain medications for several months (oxycotin, 40 mg. twice daily) until the Oregon Health Plan decides to stop paying for the medications on a Friday appointment with the doctor for my monthly refill because their isn't a medical diagnosis that supports the appointment (their words about my missing record). The doctor informs me that my insurance will not pay for the medications, I don't have any money and the Center will not give them to me, so I leave without the medication. On the following Monday, I am in the ER in Tillamook Hospital in extreme pain and withdrawals (apparently narcotics are to be tapered off from, not for being dropped off the proverbial cliff by the Oregon Health Plan!). The doctor at the Health and Wellness Center immediately scheduled an appointment at OHSU Hospital's pain clinic and tells me not to agree to anything until he and I have had a chance to discuss it; I agree with him and go to the appointment. I meet with Dr. Choi and half way through the appointment, Choi wants me to sign a Narcotics contract with OHSU, I explain that I gave my word to my doctor that I would not do anything until he and I talked again. Choi became visably agitated, verbally aggressive, and walked out of the appointment. I left and went to OHSU's ombudsmen's office, discussed the problem and was told that they would assign a different doctor and that I should attend the other two parts (a physical therapist and a psychologist). I seen the physical therapist and he states that my hips are out of alignment. I see the psychologist later the same day and explain the doctor thing and what the ombudsmen had said. Several days later I received a letter from OHSU telling me that they will not see me again because I wouldn't sign the contract. I go to my doctor, he calls Dr. Choi, they argue over the phone, my doctor comes back into our appointment and refers me to St. Vincent's Hospital while using quite descriptive language toward Choi and OHSU.

During this start up of Dr. Denial, the adult and family services office is busy denying benefits because there isn't a medical record to support their services, they state that if I want to continue to receive benefits that I will have to go to Tillamook Family Counseling Center. I meet with Michael Walker of TFCC and after several visits he is convinced that I don't have a psychological problem, but to assist he says that to get the medical record reconstituted (the missing medical record, which will be necessary to get proper medical treatment, instead of Dr. Denial), that I would have to file for Disability and subpoena the two therapists from NAU to testify. He helps by filling out the application and sends it from his office to SSA. Meanwhile, AFS does deny benefits and I file for a hearing. My AFS worker and her supervisor are scheduled to testify in the hearing, supervisor Kay Johnson testifies first and she states that she has had no contact with TFCC (which I know to be a lie), I stop the hearing immediately and go straight to Michael Walker's office. I tell him that I will need an Affidavit from him on contacts from AFS and the names of those contacting him about me. He states in an affidavit that Kay Johnson has contacted him twice on my case. I send the evidence to the ALJ's office of hearings and appeals and to the USDA Civil Rights Division proving the offense (false testimony); nothing has been done at either level to date.

I have filed a minimum of thirteen (13) hearing requests at the State level and I have provided written requests for each hearing for two subpoenas (Dave Fukumotto and Craig Tabor, the missing record) and the ALJ's have systematically broken the State's rule to prevent the subpoenas. The rule as it was read into the record of one of my hearings by Rick McAdams, a Multnomah County employee representing the State of Oregon in the hearings process; after he had sent me a copy in the mail prior to the hearing, I asked him to read it into the record. He did and I asked the ALJ, why have you disadvantaged me? There was seven and one half minutes of silence when the ALJ states on the record, "are you happy it is on the record?" I respond with, "Why have you disadvantaged me? There is another seven minutes of silence until the ALJ spoke up and closed the hearing. (Gary Taylor was lead ALJ when I filed my complaint, but his boss passed away and he was promoted to her position and my complaint against him and the other ALJs just disappeared, so I wrote a letter to the head of ALJ land and asked for an explanation about my complaint and he won't respond) The rule: if the State doesn't want to get the subpoenas, then the other party (me) is to be given the opportunity to go through the Attorney General's office, by proving the necessity and paying for any expenses associated with the subpoenas. But each time that I would request the subpoenas, the ALJs would dismiss the request at the time of the telephone hearing giving absolutely no opportunity for me to get the subpoenas through the Attorney General to reconstruct the missing medical record. Federal, State, and County DENIAL with law breaking activities the whole way by public servants, most of whom belong to the BAR Association; IMAGINE THAT!

The doctor at St. Vincent's Faculty Practice takes over my medical care and medications, he sends me to therapy at Wellness Works at the hospital, the therapist over time, cites several ribs are out of place and goes to work on the problem. But the doctor's record doesn't speak to the problems identified by the therapist, so they send me to see their social worker (Cindi) because I complained about the doctor. After almost a year of being told that they can't find the two therapists from NAU that did the work on me, I asked if I could use her long distance telephone services and called NAU's alumni department and asked them to locate Dave Fukumotto and Craig Tabor from their records. The lady on the phone says that Mr. Fukumotto is the head of the physical therapy department and has been for the last nine years (what? I thought that they could find him!) and Mr. Tabor is the head of Flagstaff Physical Therapy and has been for several years. I had the nice lady transfer me to the Physical Therapy Department and Mr. Fukumotto answers the phone, I convince Dave to fax a statement to St. Vincent's to show that I was in fact rehabilitated at NAU's Physical Therapy Department. Dave provided a very scholastic version that said everything in general and nothing exactly, but did verify that I had been rehabilitated there. I gave a copy of the fax to the social worker and the doctor at St. Vincent's Faculty Practice and within a month the doctor disconnected services and I had to find another doctor. I located Dr. Flynn in Providence Health System and scheduled an appointment for the following month, but the doctor from Faculty Practice decides to cut the medications prematurely and I have to see an alternate doctor in Flynn's office. He prescribes six pain pills and says that I will have to see Flynn to finish the month in medication, but Flynn isn't available until the next month

that is why they scheduled me the alternate from Flynn's office, so I am sent to St. Vincent's ER. The doctor at the ER gives me six more pain pills and tells me to see my doctor. I try to get an appointment, but still none available until next month, so I end up at the ER again the next week and see another doctor who is blown away that I have had two doctor visits and two ER visits just to get medication for one month (I contacted the Oregon Health Plan and I pointed out what was going on, they just paid the bills), the doctor gives me medication for the next month and says that I will need to get a regular doctor. Dr. Flynn's office, because of all the commotion over medications, sends me a letter informing me that he will not be my doctor and that I have been excluded from all nineteen offices of Providence Health. I locate a Naturopath, with whom I have been a patient ever since and she starts Bowen therapy on me and prescribes pain medication for relief of the pain. She gets me to the point of physical therapy, sends me, the therapists state that if it isn't written down by a M.D. it never happened as far as they are concerned. They disregard what I tell them about my damage and proceed without taking what I have to say into account and cause more problems; then disconnect and run away (all because of a missing record, Dr. Denial, and SSA jam up). To date I have been excluded from thirty some doctor's offices, seven physical therapists offices, and five hospitals (OHSU twice and for the rest of my life after having mace sprayed in my face, cuffed, and Portland police driving me downtown to be released on the street and never booked. All this thirty days after Senator Smith received the letter from the ALJ, allowing my disability and all because I was trying to get OHSU to reconstruct my record).

Early in this scenario, I get a denial from SSA and filed for a hearing. The SSA sends me a letter stating that I have the right to view my file 24 hours prior to the hearing, I have the right to request subpoenas, and they recommend that I get an attorney to assist me in the process. I sent in my written request for two subpoenas almost immediately (Fukumotto and Tabor to reconstruct the missing medical record so that I can get proper medical attention) and approximately one week prior to my hearing date, I met with Patrick Mackin, Esquire; attorney at law. He did not have much time for me at our first meeting and we pushed some paperwork very quickly and he said that he would meet me at my hearing in Astoria, with no time for discussion.

While waiting for my hearing, I filed to the Northwest Oregon Housing Authority and stayed in other people's homes for the better part of two years, medical transportation is providing gas vouchers to commute me from the coast to Portland as much as four times a week. I call Transportation on the phone and tell them that the amount of money being spent could easily cover rent in Portland and save the State of Oregon a lot of money and my car many miles, but they told me that they do transportation, not housing and continued to spend two hundred per week on transportation expenses. Finally, the Northwest Oregon Housing Authority (NOHA) contacts me and I am given an apartment in Cloverdale, OR. I tell NOHA that I don't have an income and they arrange a rental that requires me to pay something to the landlord each month (landlord is shorted) that I accept for fear of getting no help even though I know that I can't pay the bills (I needed to get out of other people's homes). Medical transportation stops the vouchers a month and one half later and I have to stay on the streets of Portland to make my doctor and

physical therapy appointments for the next three weeks, while I have an apartment in Cloverdale that I can't get back and forth to. Suddenly, after three weeks of my homelessness, medical transportation says that there was an alternative called the Ride Center out of Astoria, (apparently medical transportation couldn't remember them for three weeks). The Ride Center sends a taxi to pick me up in Cloverdale, take me to Portland and return me to Cloverdale four times a week, at a cost of \$320 a round trip (lets see; $\$320 \times 4 \text{ trips per week} = \1280 per week , for six weeks $\times (6) = \$7740$; much better than \$200 a week, a real savings for the State of Oregon). This came to an abrupt halt when the taxi driver had to pick up two of us on the same day that I had my SSA hearing on that morning, so to be as accommodating as possible, I told the taxi driver (I used the same driver for all trips) that I could meet him along the his route to the other person that he was picking up to take to Portland. When the Ride Center was told by the taxi driver that I had a car that ran and was insured, they disconnected services because medical transportation should be sending gas vouchers and not using their services. Now, both medical transportation and the Ride Center are jammed up and I am given a bus ticket from Tillamook to Portland and I end up staying as a homeless person in Portland to make my doctor and physical therapy appointment for the next nine months. I wrote to NOHA several times to shut down the Cloverdale apartment and to transfer me to the Housing Authority of Portland, but they claimed that they couldn't because there was debt owing on my apartment and this continued until I contacted Senator Smith's office. Somehow after nine months of staying in a storeroom of a disabled person's home (who still would like to be paid rent for the time I spent at his home). Suddenly the debt disappeared and I was transferred, even though they claimed for nine months that it wasn't possible unless I paid the debts. (Thanks Mr. Smith, but when I came back to your office with the rest of the problems, Gary Schmidt listened, took my authorization to investigate, and then did nothing)

Back to the aforementioned SSA hearing, I showed up to the Post Office in Astoria and met Patrick Mackin in the hallway to discuss the case and the administrative law judge comes walking up to us wearing a black JUDGE'S robe; during the conversation he fluffs the lapels of the robe and states, "I used to be an attorney;" (I had just met with Susan Issacs Executive Director of the Commission on Judicial Fitness and Disability and I took the occasion to ask her what an administrative law judge was, she states; "they're not JUDGES, if they were the Commission would have jurisdiction, but we don't; so they aren't!") If there would have been a tape running I would have like to have asked him, "WHAT ARE YOU NOW?" The ALJ and Patrick go behind closed doors while I wait in the hallway, I am asked to come into the room, the tape is turned on and the "hearing" begins. After the opening of the "hearing," Patrick asks for a postponement as he hasn't had time to prepare and the ALJ grants his request. Then the ALJ states; "I am going to leave the medical record open for more medical data as it arrives." Sounded OK at that moment, so I didn't disagree; the ALJ asks if I had any questions before he closes the "hearing" and I said; yes, I do. I said that I understood that we were postponing, but the subpoenaed witnesses would not have known about the postponement and I don't see them in the room today. The ALJ, with the tape running states; "I don't have the authority of a subpoena!" (Definitely not a JUDGE) The tape was turned off and everyone left the room in a hurry. I met with Patrick in the hallway

afterwards in his confusion about the statements that I had made (Patrick did not allow me time to explain that I had filed for the subpoenas the first time we met or at the Post Office) and I instructed him to file charges against whatever that was wearing a JUDGE'S robe, because it was not a JUDGE with an Oath of Office from the Oregon Constitution, transmitted and transcribed to the Secretary of the State of Oregon. Patrick said nothing and left in a hurry, telling me that we will meet at his office in Portland. Before going to Patrick's office, I contacted the SSA and a nice lady answered the phone, I asked her about the statement that the ALJ made about leaving the record open for more medical data as it arrives was all about. She stated that there are four rounds of appeals after the initial SSA denial, the first three are administrative law judges and the last round is before a Federal COURT and JUDGE; and unlike a court of law where you can file from one level to the next, in ALJ land you have to meet the criteria. I asked her, what was that criteria and she states that you have to close the medical record! I headed straight for Patrick's office to press the issue on the ALJ, when I remembered the contract Patrick had me sign, which was for 25% or \$4000 and the light went on. The reason that Patrick didn't want to press the ALJ for wearing the robes of a JUDGE was because he was part of the charade. ALJ IMPERSONATED A JUDGE by donning the robe, committed FRAUD in doing so, was in DERELICTION of his DUTY, MIS/MALFEASANCE of his OFFICE, and committed CONSPIRACY TO COMMIT FRAUD; Patrick committed DERELICTION OF HIS DUTY, MIS/MALFEASANCE OF HIS OFFICE, and CONSPIRACY TO COMMIT FRAUD. Patrick's venue is a COURT OF LAW or in front of a JUDGE, neither existed, so what services were provided by Patrick? NONE!!!! The ALJ leaves the medical record open (which needs to be closed to move forward), Patrick doesn't close it because he wants 25% or \$4000 and to get to \$4000, he will need \$16000 in my account for 25% to equal \$4000. At \$600 per month, how long will it take to get \$16000 into my account? How will Patrick complete this feat of time? Patrick doesn't close the medical record that was left open by the other BAR member (ALJ) and Patrick has three levels of ALJs to play with before a REAL JUDGE comes into the appeals process, plus all the postponements Patrick can get along the way from his BAR BUDDY the ALJ! I point this out to Patrick and he disconnects services and runs away; to this day each time I see my doctor, who happens to be across from Patrick's office, while standing across a road in front of my doctor's office while waiting for my ride home; someone in Patrick's office has closed the shades as soon as they become aware that I am standing there (twice a week since he disconnected). It has never failed since Patrick disconnected, you can ask my doctor's receptionist as I have told them about the shades so that they could watch GUILT IN ACTION). Not only does he disconnect, he hires James Neidemeyer (a Portland attorney) to keep me from confronting him on these issues at his office, whom called me at my home to threaten me. Neidemeyer stated that if I showed up at Patrick's office that he would have me arrested by the police for Trespassing if I am even on his side of the office building (there is a driveway through the building at 4511 SE Hawthorne Avenue).

I accuse the ALJ and my attorney of coming to equity in bad faith and unclean hands to participate in deceptive business practices! The question becomes: WHY DOES IT TAKE SO LONG TO GET BENEFITS TO THE DISABLED?
Answer: BECAUSE ESQUIRE WANTS A SHINER CAR!

The SSA mandated that I see their psychologist or they would stop my Disability application process and they made an appointment for me with M. John Givi of Portland, but I disqualified him before we had the appointment and no appointment took place. I returned to Senator Smith's office on 09-24-02 to authorize his office to investigate in the federal program of Social Security Disability and on 10-01-02 the office of hearings and appeals responded to Senator Smith with a letter addressed to him, not me; stating that they are happy to announce that my disability had been approved and I get a copy of the letter when Senator Smith's office faxes it to Dr. Susan Allen's office (my current doctor), but nothing is sent to me from SSA. After several months of checks arriving, the back pay check shows up and while looking on the back I read that it says that by signing this you agree.... Well, we don't agree on a lot of issues and so I would not sign any of the checks until I had all the documents (award and decision letter) provided for my inspection and approval. I waited for the award and decision letters for many months, both didn't show up, instead the checks kept coming every month (10-02 to the present). I contacted SSA on their 800 number and a gentleman answered the phone and took my personal information, pulled up the data on his computer screen; at which time he stated, "This is weird, you are getting checks sent to you but there isn't an award or decision letter in the file." I requested the missing documents, but none have showed up in the mail and this continues until I go to the SSA office in downtown Portland on November 23, 2003; at which time I finally received the decision letter for the first time ever (I still haven't seen the award letter).

Upon inspection of the decision letter, I find some very strange things in the documents (at least two falsified entries on the evidence list, first a psychological analysis from the psychologist that I disqualified from having an appointment with me and my Naturopath's name is listed as providing records but it says that she is a MD, not a ND (Naturopath's records aren't admissible to the SSA Disability process). In the text of the decision letter, there is an Axis I diagnosis of Severe Paranoid Personality Disorder from Mr. Givi. I appealed the decision that I am supposed to have 60 days from the moment that I receive the document, on January 14, 2004 I sent in the appeal and I have received a denial of reconsideration for timeline violation. Excuse Me! How could I meet the timelines, the document is dated Sept. 2002, addressed to Multnomah County Aging and Disability Services on 11th street in Portland, who sent it back to SSA without delivering it to me and I don't see the document until I flush it out in November, 2003? How could I appeal something on SSA timelines, if I have not received the document in a timely manner for the appeal???

Here is one for the record book, the housing authority of Portland says that they have to count the checks as income even if I don't sign them; they calculate that I have to pay my landlord some money each month and I don't get an utility allowance to pay the utilities (electric, water and phone all piled up and ready for disconnection; landlord not being paid in full). I appeal the decision and during our meeting they explain that by not reporting the checks as income that I am committing FRAUD and I explain to them that signing the checks would be FRAUD (monetary taking under a false pretense). I know that Givi falsified his records and so does my doctor's office as they tried to get Givi's

records through records request forms. After three attempts, Givi called my doctor's office and told them that it wasn't my record and that if I wanted the record, I would have to get it from the SSA. I filed a complaint against Mr. Givi with the Oregon Board of Psychological Examiners office in Salem and to this date I have not received a response from the Board. I also went to the SSA office downtown Portland and filled out a request form for Mr. Givi's record to be sent to my doctor's office, as they would not send it to me, only my doctor. I also filled out a second request for the records from the evidence list of one Susan Allen, MD to be sent to my current doctor; Susan Allen, ND (another falsified record, Susan is a Naturopath and she states that she received a phone call from SSA, but never provided any records as Naturopath's records are not acceptable). No records have ever been sent to Susan Allen, ND from SSA to date!! (System DENIAL covering for the falsified records)

I approached Senator Smith's office again to authorize his office to investigate into the federal program problems to be summarily dismissed by his staff, so I went to my other Senator (Wyden) and authorized his office to investigate into the federal program called Social Security Disability (John Michaels, did nothing but run away), so I went back several more times with witnesses, to be removed from the building by security and having the US Capital police call my residence in Portland three times (each time I would ask the special agent if they had my address and when they said yes; I would say send it in the mail and hang up the phone. To date nothing as ever shown up, a BOO GAME! Well, BOO to YOU!). I also authorized my representative to the House of Representatives, who was told that I wouldn't have qualified on my back records only by SSA and now they claim that there is nothing that he can do. I have authorized all my Representatives to the Federal and State governments to investigate into the problems to have all of them write some bullshit on their letter headed paper and run away, doing nothing while Multnomah County, State of Oregon, and the Housing Authority of Portland (who handles a federal program and monies) workers are busy trying to facilitate a crime by trying to FORCE me to sign the checks and commit FRAUD using stress, duress, coercion, deprivation of the basic services, and tons of mental anguish for both me and my current doctor.

My food stamps have been lowered to \$10 per month, the Housing Authority has called my doctor, trying to convince her to convince me to sign the checks (excuse me, what right does the Housing Authority have to contact my medical provider and cause stress to my relationship, while trying to facilitate a crime through my doctor?) I explained to my doctor that the Housing Authority doesn't have the right to contact her about anything unless I give them a release of records form (I have never given them one) and that they are trying to facilitate a crime and trying to use her to facilitate their dirty deeds (I approach HUD on the matters, to have nothing done). Now, a Multnomah County's aging and disability worker has contacted her about providing a record as to my mental status. I do believe that this worker is looking at the falsified SSA decision letter and believes that Susan is a MD also, because as a Naturopath she could not provide such a record, her records aren't acceptable to the system and she is not qualified to provide such a record (she and I discussed this thoroughly, ask her). Multnomah County Commissioners have also been apprized of these situations when I had a medical issue

that a Naturopath isn't allowed to handle, I was sent to Multnomah County's downtown clinic, where their doctors, several supervisory types and the County Commissioners all played the DENIAL GAME causing more problems and doing nothing to stop or prevent the furthering of my doctor and system problems.

The Disability Services Office sends a social worker to my house without an appointment (he just showed up at my door); he states that he is part of a multi-faceted approach and that he is here to help with the bills that aren't being paid. The problem here is that I have been in Multnomah County's system for almost two years and I have never seen or heard from anyone from his office before now, why all of a sudden? I give him a letter from my landlord addressing the shortages he is experiencing and the electric bill which is scheduled to be shut off at the beginning of the next month and two weeks later he returns to my home without an appointment again (his phone must have been broken), this time with a coworker in tow with him. His coworker asks some questions and I am explaining it all over again to both of them (his coworker was shaking his head in disbelief, when I stated that if I would have had a wife and kids; the system would have used them against me and he nods his head in agreement), Randall gives me my documents back and states that they can not help me and that I should cash the checks. I confront him with the statement of facilitating a crime and the two of them hurry out of my house. Now his office is the one contacting my doctor to get her to produce a record; she says they want a medical record to move for incompetence on me and then they would cash the checks for me (definitely facilitating and attempting to commit the crime). Could you please tell these public servants to leave my Naturopath alone, they are working off false data created in the system and are causing much stress to my doctor and my relationship with her (I have seen her cry several times over my issues and what the system workers have claimed they were going to do if I didn't sign the checks. Yes, she is aware that I am not signing the checks and why I am not!) Disability services office also told Susan while trying to convince her to do me on paper, that without the Givi record that I would not have qualified for disability. Really? I filed for General Assistance when the SSA jammed up with DENIAL and the State of Oregon's ALJ used a statue to deny me. It went something like this: you are not qualified for GA, as you have a work history that would qualify you for benefits under Title II of the Social Security Act. Now, somebody isn't quite telling the truth to my doctor when they stated that without the falsified record that I would not have qualified (I haven't had a job for over five (5) years because of this mess). I am on the Oregon Health Plan and when I asked for a job, the employer would have to pay for my medical coverage as OHP fades away with income. I had lots of offers that stated that once I received my disability and had Medicare coverage that they would gladly employ me, but they could not afford to cover my insurance premiums (more ramifications of the missing record that SSA won't reconstruct through subpoenas).

The only statements from SSA to everyone that has inquired, is that I would not have qualified for Disability without the Givi record and a statement provided to Multnomah County workers representing the State of Oregon in the hearings process from Sylvia Nylor from SSA stating that my SSA checks are being cashed and the representative presented it as evidence in one of my past hearings and just last week the

same person sent me a copy of a letter he had to send to the ALJ stating that after three people have tried to confirm that evidence, everyone has come up empty handed; with it he sends the decision that shows the falsified record as evidence for my denial of benefits.

I didn't start this process with the intent of collecting benefits, I entered at the suggestion of a Counselor while looking to reconstruct my missing medical record that the law allowed to be discarded after seven years, that was trashed because of the attorney that "helped" me in Arizona, by the filing of two law suits that I didn't sign, that caused NAU to destroy the record on the seven year mark for fear of ever having the record used against them again (I never did in the first place), which starts the Dr. DENIAL in Oregon, which causes system DENIAL, which causes more cover up DENIAL, which causes more DENIAL; each level of denial (federal, state, and county) with its own unique set of laws being broken by public servants to perpetuate the cover up of the last law breaking activity by using coercion, stress, and duress at every level.

The housing authority, Multnomah County workers, and state workers have all stated to me and my doctor that there is no solution to the problem except me signing the checks. This is also a lie, GA could have been granted with repayment from federal monies when they resolved the SSA problems, the housing authority could have put me into over payment status pending resolution of the SSA problem, the food stamps could have remained at their previous level with any over payment to be subtracted from the federal funds when the SSA resolution came; BUT NO!! Instead each and everyone that I have had contact with that handles a federal programs, state programs, and federal monies have committed such things as DERELICTION of their DUTIES and MIS/MALFEASANCE of their OFFICES, amongst the myriad of other bad acts while in their PUBLIC SERVANT positions! The strange thing is, I have mentioned these options to each and everyone that I have had to have contact with on these matters and the TORTURES continue to this very date, even when they KNOW that there are alternatives to their actions (nobody wants to break ranks for fear of loss). The grieving process has three components; first there is DENIAL, then ANGER, and then finally ACCEPTANCE. I have experienced your DENIAL, your ANGER, and now you need to ACCEPT reality and solve these issues immediately.

I will still need the reconstruction of my missing medical record as my doctor can no more state the problem than the MDs could when they can't take a picture of the damage, the subpoenas are still needed. I will also require someone to remove all the lies and falsifications from my records (SSA, AFS, OHP, DSO, and all medical records) as I am currently rehabilitating, even with all the crap that is going on, and I am expected to return to the working world in the near future. All the falsified records will reflect badly upon me and potentially cause me many more problems in my future attempts at employment (type of employment, level of employment, rate of compensation, ECT.....), not to mention for proper medical care in the future, if I ever have to leave my current doctor.

You claimed that you wanted to KNOW what has been going on and NOW you have been made aware of the problems and the law states that KNOWING AND DOING NOTHING IS YOUR LIABILITY AS MUCH AS DOING THE WRONG THINGS! Good luck with your investigations and according to law, when a constituent authorizes his representatives to investigate into matters within their jurisdiction, they must investigate and respond in writing as to their findings! Here is my authorization to all levels of government to investigate:

I, KARL CHROMY, DO AUTHORIZE ALL REPRESENTATIVES OF THE FEDERAL, STATE, AND COUNTY GOVERNMENTS TO INVESTIGATE INTO THE FEDERAL, STATE, OR COUNTY ADMINISTRATORS AND ALL PROGRAM MATTERS AFOREMENTIONED ACCORDING TO YOUR JURISDICTIONAL AUTHORITIES TO THESE MATTERS! IF LAW ENFORCEMENT AGENCIES ARE REQUIRED TO RESOLVE THE MATTERS, THEN NOTIFY ME OF WHICH ONE FOR EACH ISSUE, THEIR MAILING ADDRESSES, AND TELEPHONE NUMBERS.

Best Regards,

Karl Chromy 9/23/04

Karl Chromy
SSN 501-86-4047
DOB 02-21-59
6402 SE Tolman St.
Portland, OR 97206
503-772-7938 (while it lasts)

P.S. I didn't comment on quite a few encounters trying to keep this letter short while getting the basics covered, but once you start investigating, I will be more than happy to meet with you and go over all matters in their most finite of details. I look forward to meeting with you in the near future for resolution of these matters.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: R-1

Est. Start Time: 9:30 AM

Date Submitted: 09/15/04

Requested Date: September 23, 2004

Time Requested: 20 minutes

Department: Non-Departmental

Division: Commissioner Maria Rojo de Steffey

Contact/s: Matthew Lashua, Molly Chidsey

Phone: (503) 988-5220

Ext.: 27365

I/O Address: 503/600

Presenters: Molly Chidsey, Stephanie Farquhar, Portland State University (Sustainable Development Commission) Kent Snyder, Snyder & Associates (Sustainable Development Commission)

Agenda Title: RESOLUTION Recognizing National Pollution Prevention Week and Directing Development of a Toxics Reduction Strategy Jointly with the City of Portland Using the Precautionary Principle

1. What action are you requesting from the Board? What is the department/agency recommendation?

- In honor of National Pollution Prevention Week, to recognize the work that has been done to date by Multnomah County to support reduction and elimination of public and environmental exposures to toxic pollutants.
- To support formation of and participate in a workgroup made up of delegates from the City of Portland, Multnomah County, the Sustainable Development Commission, and the community to create a Toxics Reduction Strategy for government operations utilizing the precautionary principle. The strategy should identify short-term and long-range goals for toxics reduction in government operations and identify actions to support those goals. The Multnomah County Pollution Prevention Program of the Sustainability Initiative, Department of Business and Community Services will work with the Sustainable Development Commission, appropriate County departments, and the City of Portland to support this effort.

- This Toxics Reduction Strategy shall be completed within one year of adoption of this resolution.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
Please see attached report, "Precautionary Approaches for Health and the Environment; Making the Case for a Toxics Reduction Strategy at Multnomah County and the City of Portland."
 3. **Explain the fiscal impact (current year and ongoing).**
n/a

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain: N/A

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain: N/A

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain: N/A

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. **Explain any legal and/or policy issues.**
The proposed resolution will direct Multnomah County to develop a Toxics Reduction Strategy which will be an action plan for County government to reduce its use and creation

of toxic chemicals and prevent pollution. This will be accomplished through an assessment of alternative products and procedures via a precautionary approach; the application of this approach will be determined during development of the Toxics Reduction Strategy.

The City of Portland plans to introduce their version of this resolution on September 22, 2004.

This resolution will support adopted policies to reduce toxics, including: State of Washington, State of Oregon. Similar policies have been adopted by: City of San Francisco, City of Seattle, State of Massachusetts, and the U.S.-signed international POP's (Persistent Organic Pollutants) Treaty.

5. **Explain any citizen and/or other government participation that has or will take place.**
The resolution was developed in cooperation with the Sustainable Development Commission (SDC) and a temporary Toxics Policy Workgroup, hosted by the SDC. Participants from both Multnomah County and the City of Portland were represented on the Workgroup. Future efforts to develop a Toxics Reduction Strategy will include public participation, and will be coordinated with the Public Affairs Office and the SDC.

Required Signatures:

Department/Agency Director:



Date: 09/15/04

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Recognizing National Pollution Prevention Week And Directing Development Of A Toxics Reduction Strategy Jointly With The City Of Portland Using The Precautionary Principle

The Multnomah County Board of Commissioners Finds:

- a. On April 20, 2004, the Sustainable Development Commission of Portland and Multnomah County (SDC) and the Oregon Center for Environmental Health sponsored the *Precautionary Principle Workshop: A New Approach for Protecting Human Health and the Environment*, about toxic pollution prevention.
- b. The Precautionary Principle is an effective policy framework for decision-making to prevent harm to human health and the environment, and states that “Where threats of serious or irreversible harm to people or nature exist, anticipatory action will be taken to prevent damages to human and environmental health, even when full scientific certainty about cause and effect is not available, with the intent of safeguarding the quality of life for current and future generations.”
- c. The attached SDC report, *Precautionary Approaches for Health and the Environment*, finds that every Multnomah County resident has an equal right to a safe and healthy environment; but considerable evidence suggests this right is compromised, including the following:
 - An estimated 700 contaminants are present and accumulate within the human body, many of them toxics that have known health risks.
 - Cancer, asthma, birth defects, developmental disabilities, autism, endometriosis, and infertility are becoming increasingly common and are linked to toxic exposures from the environment.
 - Children suffer disproportionately from environmental health risks and toxic pollution.
 - Low income and politically marginalized communities are disproportionately exposed to toxic substances and pollution.
- d. Toxic substances have a profound negative impact on the indoor and outdoor environment, as shown by SDC report findings that:
 - A section of the lower Willamette River is listed as a Superfund site, designating it as one of the most polluted rivers in the country. River sediment is polluted with unsafe levels of toxics, including mercury, PCBs, dioxins, DDT, as well as pesticides and herbicides.

- Fish from the Willamette and Columbia Rivers are contaminated with toxic pollutants at high levels resulting in consumption advisories from the Oregon Department of Health and Human Services.
- Fourteen air toxics in Multnomah County exceed health-based benchmarks, with six pollutants more than ten times national health standards.
- e. Several regional governments have taken precautionary approaches to reduce toxic pollution, including the City of San Francisco, City of Oakland, City of Seattle, and the State of Washington.
- f. The Oregon Department of Environmental Quality has been directed to develop a plan to eliminate persistent bioaccumulative toxics in Oregon by 2020, and local governments in Oregon are encouraged to participate.
- g. Multnomah County has made progress in the area of toxics use reduction by including green building strategies, initiation of a pollution prevention program, eco-certification of fleet shops, and promoting best practices for pollution prevention through a water quality program.
- h. The County has adopted that support pollution prevention, including the Local Action Plan on Global Warming (Resolution 01-052), Sustainable Procurement Strategy (Resolution 02-058), and Sustainability Principles (Resolution 04-019) The Sustainability Principles state that Multnomah County will “Take necessary precautions to prevent toxic pollution and waste through proactive measures.”
- i. Preventing toxic pollution is economically sustainable; and as indicated in the SDC report:
 - Toxic substances have negative impacts at all stages of the product life cycle, including manufacture, use, and disposal.
 - Pollution prevention lowers business costs related to pollution control, liability, and worker safety.
 - Quality of life, a key reason businesses locate in the Portland Metropolitan area, is associated with social, economic and environmental indicators.
 - Costs to society for diseases related to toxic substances such as loss of wages, increased expense for special education and medical treatment can be reduced.
 - A Toxics Reduction Strategy would initiate economic development by creating new opportunities for local business to provide safer alternative products, processes, and technologies.
- j. Multnomah County considers prevention of toxic pollution a high priority for action to reduce risk to public and environmental health, and intends by this resolution to encourage the reduction of use of toxic substances through pollution prevention and by utilizing the precautionary principle.

The Multnomah County Board of Commissioners Resolves:

1. The Board, in honor of National Pollution Prevention Week, recognizes the work that has been done to date by Multnomah County and the City of Portland to support reduction and elimination of public and environmental exposures to toxic pollutants.
2. The County, under the leadership of Commissioner Maria Rojo de Steffey, will participate in a workgroup to create a Toxics Reduction Strategy for government operations using the precautionary principle. The workgroup will include delegates from the City of Portland, Multnomah County, SDC and the community. The Sustainability Division of the Department of Business and Community Services will work with the workgroup, SDC, appropriate County departments, and the City of Portland to support this effort.
3. This Toxics Reduction Strategy should identify short-term and long-range goals for toxics reduction in government operations, actions to support those goals and be completed within one year of adoption of this resolution.

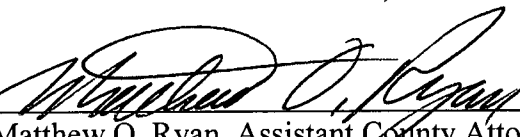
ADOPTED this 23rd day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney



BE SAFE

September 21, 2004

Multnomah Board of County
Commissioners
501 SE Hawthorne Blvd, Suite 600
Portland, Oregon 97214

Portland City Council
1221 SW 4th Avenue Room 110
Portland, Oregon 97214

Dear Multnomah Board of County Commissioners and Portland City Council:

On behalf of the Oregon Be Safe Network we write today to support the passing of:

A Joint Resolution Recognizing National Pollution Prevention Week and Directing Development of a Toxics Reduction Strategy for Multnomah County and City of Portland Using the Precautionary Principle.

The Be Safe Coalition is a nationwide initiative to build support for the Precautionary Principle, an approach that seeks to prevent threats to public health and the environment before they happen. We support innovative technologies and least-toxic alternatives to many of the toxic chemicals that are overwhelming our natural systems.

Unlike food and drugs, most of these chemicals have never been tested to determine their effects on human health or the environment. Without our knowledge or consent we are exposed daily to chemicals which are linked to cancer, immune and reproductive disorders, and learning disabilities.

With the mounting evidence that toxics are damaging the health of our citizens and natural environment, we applaud Multnomah County and the city of Portland for taking this important first step to develop a toxics reduction strategy for government operations using the Precautionary Principle. We look forward to providing support for this effort over the next year.

Sincerely,

Oregon Center for Environmental Health

Oregon Environmental Council

OSPIRG

Oregon Nurses Association

*Oregon Physicians for Social
Responsibility*

Rachel's Friends Breast Cancer Coalition

Oregon Toxics Alliance

*Northwest Coalition for Alternatives to
Pesticides*

Oregon Citizens for Safe Drinking Water

Oregon Ecobuilding Network

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-140

Recognizing National Pollution Prevention Week and Directing Development of a Toxics Reduction Strategy Jointly with the City of Portland Using the Precautionary Principle

The Multnomah County Board of Commissioners Finds:

- a. On April 20, 2004, the Sustainable Development Commission of Portland and Multnomah County (SDC) and the Oregon Center for Environmental Health sponsored the *Precautionary Principle Workshop: A New Approach for Protecting Human Health and the Environment*, about toxic pollution prevention.
- b. The Precautionary Principle is an effective policy framework for decision-making to prevent harm to human health and the environment, and states that "Where threats of serious or irreversible harm to people or nature exist, anticipatory action will be taken to prevent damages to human and environmental health, even when full scientific certainty about cause and effect is not available, with the intent of safeguarding the quality of life for current and future generations."
- c. The attached SDC report, *Precautionary Approaches for Health and the Environment*, finds that every Multnomah County resident has an equal right to a safe and healthy environment; but considerable evidence suggests this right is compromised, including the following:
 - o An estimated 700 contaminants are present and accumulate within the human body, many of them toxics that have known health risks.
 - o Cancer, asthma, birth defects, developmental disabilities, autism, endometriosis, and infertility are becoming increasingly common and are linked to toxic exposures from the environment.
 - o Children suffer disproportionately from environmental health risks and toxic pollution.
 - o Low income and politically marginalized communities are disproportionately exposed to toxic substances and pollution.
- d. Toxic substances have a profound negative impact on the indoor and outdoor environment, as shown by SDC report findings that:
 - o A section of the lower Willamette River is listed as a Superfund site, designating it as one of the most polluted rivers in the country. River sediment is polluted with unsafe

- levels of toxics, including mercury, PCBs, dioxins, DDT, as well as pesticides and herbicides.
- Fish from the Willamette and Columbia Rivers are contaminated with toxic pollutants at high levels resulting in consumption advisories from the Oregon Department of Health and Human Services.
 - Fourteen air toxics in Multnomah County exceed health-based benchmarks, with six pollutants more than ten times national health standards.
- e. Several regional governments have taken precautionary approaches to reduce toxic pollution, including the City of San Francisco, City of Oakland, City of Seattle, and the State of Washington.
- f. The Oregon Department of Environmental Quality has been directed to develop a plan to eliminate persistent bioaccumulative toxics in Oregon by 2020, and local governments in Oregon are encouraged to participate.
- g. Multnomah County has made progress in the area of toxics use reduction by including green building strategies, initiation of a pollution prevention program, eco-certification of fleet shops, and promoting best practices for pollution prevention through a water quality program.
- h. The County has adopted that support pollution prevention, including the Local Action Plan on Global Warming (Resolution 01-052), Sustainable Procurement Strategy (Resolution 02-058), and Sustainability Principles (Resolution 04-019). The Sustainability Principles state that Multnomah County will "Take necessary precautions to prevent toxic pollution and waste through proactive measures."
- i. Preventing toxic pollution is economically sustainable; and as indicated in the SDC report:
- Toxic substances have negative impacts at all stages of the product life cycle, including manufacture, use, and disposal.
 - Pollution prevention lowers business costs related to pollution control, liability, and worker safety.
 - Quality of life, a key reason businesses locate in the Portland Metropolitan area, is associated with social, economic and environmental indicators.
 - Costs to society for diseases related to toxic substances such as loss of wages, increased expense for special education and medical treatment can be reduced.

- o A Toxics Reduction Strategy would initiate economic development by creating new opportunities for local business to provide safer alternative products, processes, and technologies.
- j. Multnomah County considers prevention of toxic pollution a high priority for action to reduce risk to public and environmental health, and intends by this resolution to encourage the reduction of use of toxic substances through pollution prevention and by utilizing the precautionary principle.

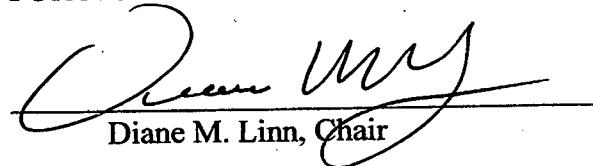
The Multnomah County Board of Commissioners Resolves:

1. The Board, in honor of National Pollution Prevention Week, recognizes the work that has been done to date by Multnomah County and the City of Portland to support reduction and elimination of public and environmental exposures to toxic pollutants.
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3. This Toxics Reduction Strategy should identify short-term and long-range goals for toxics reduction in government operations, actions to support those goals and be completed within one year of adoption of this resolution.

ADOPTED this 23rd day of September, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

**The Sustainable Development Commission
of Portland and Multnomah County
Oregon Center for Environmental Health**

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Precautionary Approaches for Health and the Environment

Making the Case for a Toxics Reduction
Strategy at Multnomah County and the City
of Portland



September 15, 2004



The Problem

Introduction

This report summarizes an overview of the problem, local concerns, model policies, and best practices for toxic pollution prevention and provides recommendations for next steps to protect human health and the local environment in Portland and Multnomah County. This report accompanies the Multnomah County and City of Portland resolutions to "Recognize National Pollution Prevention Week and develop a Toxics Reduction Strategy jointly with City of Portland / Multnomah County using the Precautionary Principle."

On April 20, 2004 the Sustainable Development Commission (SDC) of Portland and Multnomah County and the Oregon Center for Environmental Health sponsored the ***Precautionary Principle Workshop: A New Approach for Protecting Human Health and the Environment***. Over 120 people from local government, environmental groups, academia, and the community gathered to learn about this common-sense approach to pollution prevention. Speakers included Multnomah County Commissioner Maria Rojo De Steffey, Multnomah County Health Department Director Lillian Shirley, and Director of the San Francisco Office of the Environment, Jared Blumenfeld.

The workshop was successful in initiating a dialogue locally about prevention of toxic pollution and protection of human health. One outcome of the workshop was the formation of a workgroup consisting of local leaders and members of the community. This workgroup was created to develop policy recommendations to Multnomah County and the City of Portland on toxics issues and the use of the precautionary principle. This report was developed to accompany the joint resolution being proposed by the SDC for adoption by the city and county that will recognize National Pollution Prevention Week and develop a Toxics Reduction Strategy using the precautionary principle at Multnomah County and City of Portland government.

Overview of the Problem

Exposures to toxic pollution in the environment are linked to negative impacts for human health as well as ecosystem health. While the impacts of toxics and toxic pollution are often viewed as an environmental problem, the impacts are felt in the health of the economy and of members of the community. Viewed holistically, toxic pollution compromises the sustainability of the economy, and community, and the environment, making it a key sustainability issue.

Scientific evidence has shown that the right to a safe and healthy environment is compromised by the presence of toxic pollution in the environment and in the human body. Chronic diseases and disabilities affect more than 100 million men, women, and children in the United States, which is more than one-third of the total population (Center for Health and the Environment, 2004). Cancer, asthma, birth defects, developmental disabilities, autism, endometriosis, infertility, and Parkinson's disease are becoming increasingly common; these serious health problems are linked to chemical exposures from air, water and food, homes, schools and workplaces. (World Bank, Toxics and Poverty, 2002; Lockwood, 2000). Cancer causes one out of every four deaths in the U.S. today. In the 1940's a woman's lifetime risk of being diagnosed with breast cancer was 1 in 22; today, it is 1 in 8.

The prevalence of asthma and learning disabilities is associated with environmental exposures and has been growing rapidly. Currently, over 20 million Americans have asthma (CHE, 2004), and learning disabilities affect between 5 percent and 10 percent of children in public schools (APHA, 2004). Such chronic conditions are now the leading cause of disability, acute illness, and death. These conditions

affect nearly 1 in 2 Americans, and cost \$325 billion yearly in health care costs and loss of productivity (PEW Environmental Health Commission, 2001).

How Toxics Impact Health & the Environment

Toxics in the Environment

Toxic substances cause negative impacts to human health or to wildlife; many are synthetic chemicals or are unintentional by-products. Many of these toxics are persistent, meaning that they do not readily biodegrade and persist in the environment. Toxics can also be bioaccumulative, meaning that they become more concentrated as they move up the food chain. Toxic pollution in the environment or toxics in products can lead to human exposures to these toxics.

Exposure to Toxics

Exposure to toxic substances contributes to the increase in disease. Various pathways of human exposure to toxic substances in the environment lead to "body burden," defined as the amount of toxic chemicals present in the human body. There are an estimated 700 contaminants present within the human body (U.S. EPA, 1987). Many of these chemicals are found in commonly-used products such as pesticides, cosmetics, hair products, food dyes, cleaning products, fuels, and plastics. Toxicological screening data exists for only 7 percent of the 85,000 registered chemicals. More than 90 percent of these chemicals have never been tested for their effects on human health (Goldman, L.R. & Koduru, S. 2000).

**Toxicological
screening data exists
for only 7 percent of
the 85,000 registered
chemicals.**

A group of chemicals of particular concern are persistent bioaccumulative toxics (PBTs). These chemicals build up in the food chain (bioaccumulation) and do not break down easily, and pose serious health risks to humans and the environment. They are associated with a wide range of health effects, including damage to the nervous and reproductive systems, developmental disabilities, cancer, and genetic mutations. PBTs can travel long distances and transfer easily between air, water, and land (U.S. EPA, 2004).

Children's Exposure to Toxics

Mounting scientific data demonstrates that children and developing fetuses are at higher risks for adverse environmental health effects and suffer disproportionately from toxics (CDC, 2003). Aside from their size difference as compared with adults, children are more likely to accumulate toxins in their bodies as a result of exposure to toxics in the environment. Globally, more than three million children under the age of five die every year from polluted air and water and other environmental-related hazards (World Health Organization, 2004). Childhood cancer is the leading cause of disease-related death among children in the U.S. Cancer incidence rates are increasing by approximately 1% each year among all sexes and races combined (Schmidt, 1998). It is estimated that the total costs associated with diagnosis and treatment of illness in American children that is due to environmental pollutants is \$54.9 billion annually (Landrigan, Schechter, Lipton, Fahs, & Schwartz, 2002).

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Toxic Exposures and Environmental Justice

Low income and politically marginalized communities are more likely to live in neighborhoods with poorer air quality or in close proximity to land contaminated with toxic hazardous waste (Bullard 1983, Bryant and Mohai 1992). One pivotal report sponsored by The United Church of Christ Commission for Racial Justice (UCCCRJ) entitled, *Toxic Waste and Race in the United States*, found race to be the single most important factor, more important than income, in the location of abandoned toxic waste sites (UCCCRJ 1987). According to the UCCCRJ study, 60 percent (15 million) of African Americans live in communities with one or more of these toxic sites. Similarly, the 1983 U.S. General Accounting Office (GAO) reported that three out of four toxic waste landfills in the southern United States were placed in areas inhabited chiefly by minorities or the poor (GAO 1983). Another study showed that all five of the landfills and seven of the eight municipal incinerators in Houston, Texas were located in areas largely inhabited by African American or Hispanic populations (Bullard 1983). Additionally, the National Law Journal found that the penalties issued by the US EPA pursuant to U.S. hazardous waste laws at sites having the greatest white population were about 500% higher than penalties at sites with the greatest communities of color (Lavelle and Coyle 1992). Such unequal enforcement and regulation contributes to polluting in communities of color.

Local Impacts of Toxics in our Community

Local Environmental Health Impacts

- Oregon is among the eight states with the highest adult asthma prevalence estimates (DHS, 2004).
- In 2002, an estimated 7% of children and 9% of adults in Multnomah County had asthma, with evidence indicating that asthma rates were higher in areas of poorer air quality (Multnomah County Health Department, 2003).
- In NE Portland, where National Air Toxics Assessment (NATA) data shows that air toxics are emitted in higher concentrations, asthma rates were twice as high (14%) (Multnomah County Health Department, 2003).
- Oregon's cancer incidence rate (475.4 per 100,000) is higher than the national average (464.2 per 100,000), and Multnomah County has the third highest incidence rate in the state (545.9 per 100,000) (National Cancer Institute, 2001).
- A recent survey, conducted by the Oregon Environmental Public Health Tracking program, found that the most frequently identified environmental hazards or exposures of concern from the public were lead exposure or poisoning (73%), indoor air issues (70%), water pollution (67%), outdoor air pollution (57%), and chemical spills or releases (53%) (Oregon DHS, 2004).

Oregon's cancer incidence rate is higher than the national average; Multnomah County has the third highest incidence rate in the state.

Local Impacts on the Indoor and Outdoor Environment

- Fourteen air toxics in Multnomah County exceed health-based benchmarks, with six pollutants more than 10 times national health standards.
- Six of seven waterways examined in Multnomah County are ranked by the Oregon Department of Environmental Quality as poor or very poor (Multnomah County Health Department, 2003).
- A section of the Willamette River, known as the Portland Harbor, has received designation as a "Superfund" site, which are sites that have been contaminated by hazardous waste and identified by the US Environmental Protection Agency (EPA) as candidates for cleanup because they pose a risk to human health and/or the environment. (Multnomah County Health Department, 2003).
- Fish is unsafe to eat in 16 waterways in Oregon due to toxic contamination, including the Willamette River (DHS, 2004).
- According to the Oregon Department of Environmental Quality, there are 155 sites in Multnomah County designated as brownfields with confirmed hazardous wastes (Multnomah County Health Department, 2003).

- Seventy-one percent (71%) of homes built in North, Northeast and Southeast Portland have lead dust levels that exceed federal standards (Multnomah County Health Department, 2003).

Section

2

The Solution

Best Practices for Preventing Toxic Pollution

Policies that focus on reducing toxics in the environment through pollution prevention have increased over the last five years. The following summary provides a relevant sample of the growing number of laws, policies, and agreements based on the precautionary principle.

Use of the Precautionary Principle

Using a precautionary approach as a policy framework is an effective way to support prevention of toxic pollution and to prevent harm to the environment, human health, wildlife, and ecological systems. The precautionary principle is an approach to decision-making which requires consideration of the full range of direct and indirect costs of actions to public health and the environment. It includes taking anticipatory action to prevent harm when a threat of harm is known. It also includes evaluation based on the best available science. The duty to prevent harm is shared by government, business, community groups, and the general public.

"When an activity raises threats of harm to human health or the environment, precautionary measures should be taken even if some cause and effect relationships are not fully established scientifically. In this context the proponent of an activity, rather than the public, should bear the burden of proof. The process of applying the Precautionary Principle must be open, informed and democratic and must include potentially affected parties. It must also involve an examination of the full range of alternatives, including no action."

—1998 Wingspread Conference Statement on the Precautionary Principle

Policies for Preventing Toxic Pollution

The following section provides a sample of the growing number of laws, policies, and other agreements that support prevention of toxic pollution and toxics use reduction, and/or incorporate the precautionary principle.

International

- International Persistent Organic Pollutants (POPs) Treaty: In 2001, the U.S. signed this treaty based on the precautionary approach to reduce and/or eliminate the production, use, and/or release of 12 persistent organic pollutants. POPs are chemical substances that persist in the environment, bioaccumulate through the food web, and pose a risk of causing adverse effects to human health and the environment. (International POPs Elimination Network, 2003).

National

- U.S. Pollution Prevention Act: This 1990 federal law established prevention as the highest priority in environmental programs in the U.S. (EPA, 1990).
- National Environmental Policy Act (NEPA): This federal law requires that any project receiving federal funding which may pose serious harm to the environment undergo an Environmental Impact Study, demonstrating that there are no safer alternatives (U.S. Department of Energy, 1982).
- U.S. President's Council on Sustainable Development: In 1999, the Council stated, "We believe that even in the face of scientific uncertainty, society should take reasonable actions to avert risks where the potential harm to human health or the environment is thought to be serious or irreparable" (President's Council on Sustainable Development, 1999).

State and City

- Indoor Air Quality laws: More than a dozen states have enacted laws on school indoor air quality, typically requiring building assessments, local health & safety committees, and funding provisions for remedial work. New York was the first state to promulgate regulations requiring schools to protect children from construction dust and fumes. Connecticut, New Jersey and Massachusetts have approved policies to prevent exposures to contaminants in schools, including asbestos and chemical fumes (Be Safe Network, 2004).
- Municipal dioxin resolutions: The San Francisco Bay Area has approved Dioxin Resolutions in five cities, established dioxin-free purchasing requirements for local governments and set up a Bay Area Government Task Force to implement dioxin pollution prevention practices (San Francisco Department of Environment, 2003).
- Washington State Persistent Bioaccumulative Toxics (PBT) Phase Out Plan: The Washington State Department of Ecology established a plan in 2000 for phasing out the use of persistent, bioaccumulative toxic chemicals in the state, including mercury and dioxin, by 2025 (Washington Department of Ecology, 2000).
- Seattle PBT Reduction Resolution: In 2002, the City of Seattle, Washington, approved a resolution to reduce its use of PBT's and institute a PBT reduction workplan (City of Seattle, 2002).
- Municipal pesticide bans: In 1996, San Francisco passed an ordinance to phase out the use of pesticides on city property over three years. Eight New York municipalities have followed suit. The city of Seattle, Washington established a policy in 1999 that ended the use of the most hazardous insecticides and fungicides, and in 200. It established six pesticide-free parks (Be Safe Network, 2004).
- San Francisco Environmental Ordinance on the Precautionary Principle: In 2003, San Francisco added this ordinance to existing precautionary-based laws, including an arsenic-treated wood ordinance, an Integrated Pest Management plan, a healthy air ordinance, and a pilot Environmentally Preferable Purchasing Program, were placed under the newly created San Francisco Code Ordinance, which mandates the adoption of the precautionary principle throughout the city and county of San Francisco (San Francisco Department of Environment, 2003).
- Massachusetts Toxic Use Reduction Act: This state law requires manufacturing firms to identify ways to reduce use of industrial chemicals with a comprehensive analysis of viable alternatives (Massachusetts Department of Environmental Protection, 1997).

Oregon Policies

- Oregon Mercury Reduction Act: In 2001, this became the first law in the nation to ban mercury in thermostats, as well as in thermometers, auto switches, and other consumer products (EPA, 2004).
- Oregon Sustainability Act: Adopted in 2001, this act directed the State of Oregon to develop and promote proposals that jointly and mutually enhance local economies, the environment, and community health for the present and future benefit of Oregonians (Sustainable Oregon, 2001). The 2003 update stated that Oregon's economic recovery will be aided by establishing a commitment to lasting solutions that simultaneously address economic, environmental and community well-being. We should not continue to trade one essential aspect of well-being off against another, but we should take actions that will sustain Oregon's assets and put Oregon on the path to long-term prosperity in all aspects of life (Sustainable Oregon, 2003).

- Oregon PBT Phase-Out Executive Order: In 1999, Oregon's Governor approved an Executive Order directing the state environmental agency to reach zero discharge of PBTs by 2020 (DEQ, 1999). The EO directed the Oregon Department of Environmental Quality (DEQ) to develop a Toxics Reduction Strategy to reduce or eliminate the use of toxic chemicals, encourage the use of alternatives that do not contain toxic chemicals, to prevent new sources of toxic chemicals, and to clean up historical sources of toxic chemicals (DEQ, 2003).

Local Policies

- Multnomah County Sustainability Principles: States that "Multnomah County will take necessary precautions to prevent toxic pollution and waste through proactive measures" (Multnomah County, 2004).
- City of Portland Sustainability Principles: States that the City of Portland will "Prevent additional pollution through planned, proactive measures rather than only corrective action; Enlist the community to focus on solutions rather than symptoms; Purchase products that are... non-toxic." (City of Portland, 1994).
- Sustainable Procurement Strategy: In 2002 Portland City Council and Multnomah County Board of Commissioners adopted a joint strategy to consider environmental, social, and economic factors when making purchasing decisions (Multnomah County, City of Portland, 2002).
- City of Portland's Green Building Initiative: Promotes non-polluting and resource-efficient building and site design practices throughout the city. The Green Building Initiative sets aggressive goals and recommends a set of strategies to develop cost-effective solutions for builders, developers, and building owners and users (City of Portland, 1999).

Economic Aspects of Toxic Pollution Prevention

A Toxics Reduction Strategy based on the precautionary principle would initiate economic development by creating new opportunities for local business to provide safer products, processes, and technologies. The precautionary principle does not challenge the need for economic development, but it reminds us of our larger responsibility to provide safer products that contribute to healthier communities (San Francisco Department of Environment, 2003).

True Costs of Toxic Products

Toxic substances have negative impacts at all stages of the product life cycle, including manufacture, use, and disposal. The purchase price of most products does not reflect the full monetary or non-monetary costs of the product. Use of toxic substances such as mercury, asbestos, lead, or chlorine-based substances in production processes can result in dangerous emissions, by-products, and ingredients in final products (San Francisco Department of the Environment, 2003). Precautionary principle approaches would consider negative and positive externalities when estimating the full costs associated with a product. (San Francisco Department of the Environment, 2003).

Pollution Prevention Lowers Business Costs

Pollution prevention lowers business costs related to pollution control, liability, and worker safety. There are two types of costs associated with pollution prevention: "seen" costs (e.g., equipment purchase costs, hazardous waste disposal costs) and "hidden" costs (e.g., insurance and hazardous waste liability, employee health benefits). The Massachusetts Toxics Use Reduction Act (TURA) requires manufacturing firms to develop plans to reduce toxic waste, emissions, and use. From 1990 to 1999, Massachusetts companies reduced chemical waste by 57 percent, the use of toxic chemicals by 40 percent, and chemical emissions by 80 percent *while saving \$15 million*. This figure does not include other benefits which are non-

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quantifiable, such as health, safety, and environmental benefits (Massey and Ackerman, 2002).

In addition, manufacturers may modify products and processes voluntarily to avoid costs and harm to the public. Recently, for example, a number of manufacturers stopped using chemicals called phthalates in toys, cosmetics, and some medical equipment and are developing alternatives for these uses (Massey and Ackerman, 2002). As public awareness grows of toxic hazards and the ease of using safer alternatives, the markets of the twenty-first century will increasingly demand safe products and sustainable technologies (San Francisco Department of Environment, 2003).

Quality of life, which is a key reason businesses locate in the Portland Metropolitan area, is associated with social, economic and environmental indicators.

Precautionary approaches help lower risk of illness linked to pollution while promoting economic vitality and sustainability. Numerous resources assist businesses in incorporating sustainability and precaution such as The Natural Step (for sustainable enterprise), Portland's Green Building Guidelines (for building and architecture), and the Principles of Green Chemistry. Over 80 local businesses have been awarded the City of Portland's Businesses for Environmentally Sustainable Tomorrow (BEST) designation and the winners have collectively saved \$13.2 million a year by incorporating sustainable practices.

Winners of the City of Portland's BEST awards have collectively saved \$13.2 million a year by incorporating sustainable practices.

Societal costs for diseases related to toxic substances, such as loss of wages, increased expense for special education, and medical treatment, are preventable through pollution prevention. While resources are spent to treat and compensate for environmentally induced illnesses, evidence suggests that it is cost effective to replace toxic chemicals with safer alternatives. For example, it is possible to eliminate the mercury emissions that pollute our air, rainwater, and fish.

Recommendations

Recommendations for Further Action

Every resident of Portland and Multnomah County has an equal right to a healthy and safe environment. In order to achieve this goal locally, our government, citizens, and businesses must work together to ensure that our air, water, soil and food are safe. As a first step in reaching this goal, the Sustainable Development Commission recommends the city and county resolve to do the following:

Next Steps for Multnomah County and the City of Portland

To support formation of and participate in a workgroup made up of delegates from the City of Portland, Multnomah County, the Sustainable Development Commission, and the community to create a Toxics Reduction Strategy for government operations utilizing the precautionary principle. The strategy should identify short-term and long-range goals for toxics reduction in government operations and identify actions to support those goals.

These actions may include:

- (1) Conducting an inventory of toxic substances in use at both agencies.
- (2) Prioritize toxic substances found in the inventory for replacement with safer alternatives. Include development of guidelines to eliminate the twelve priority PBTs ("Dirty Dozen") that have been identified by the EPA as toxic to humans and the environmental.
- (3) Prepare a policy for adoption by the City of Portland and Multnomah County which integrates the precautionary principle into existing processes and develop action plan with "benchmarks" toward meeting identified goals within one year of adoption of this resolution.

Summary

It is the responsibility of government, residents, community groups and businesses to enhance, protect and preserve Portland / Multnomah County's environment. Creating a diverse workgroup to establish a Toxics Reduction Strategy for Portland and Multnomah County will enable us to take a precautionary approach to ensure a healthy and thriving community, economy, and environment for future generations.

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AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: R-2

Est. Start Time: 9:50 AM

Date Submitted: 09/13/04

Requested Date: September 23, 2004

Time Requested: 5 mins

Department: Non-Departmental

Division: County Attorney

Contact/s: Sandra Duffy, Assistant County Attorney

Phone: 503-988-3138

Ext.: 83138

I/O Address: 503/500

Presenters: Sandra Duffy, Assistant County Attorney

Agenda Title: Approval of Termination of Private Access and Utility Easement

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

The County Attorney's Office is requesting that the Board approve a motion to allow the Chair to sign a Termination of Private Access and Utility Easement.

The County Attorney's Office recommends that the Board approve the execution of the Termination of Private Access and Utility Easement.

2. Please provide sufficient background information for the Board and the public to understand this issue.

This matter comes before the Board at the request of Ball Janik attorney, Christian H. Scott.

The easement in question is a Private Access and Utility Easement and Maintenance Agreement relating to the construction of a private driveway to 2 land locked parcels on NE. 45th Ave. between NE Fremont and NE Beech. Margaret Davis is the owner of all the real property contemplated in the easement and she now desires to terminate the existing easement and file a new easement which will alter the distribution of the

maintenance obligations among the lots and redefine certain portions of the driveway easement area. The original easement was recorded by Ms. Davis in April of 2004.

In preparing the easement, Ms. Davis' attorney inadvertently specified that Multnomah County needed to consent to any alteration or termination of the easement. Consent was not required for alteration or termination of the easement. The Termination of the Private Access and Utility Easement and recordation of a replacement easement will correct the error.

The County Attorney's Office verified that the county has no interest in any of the four lots involved in this access easement. The County Attorney's Office also verified that the Planning Department for the City of Portland had no concerns about the modification of the easement.

3. **Explain the fiscal impact (current year and ongoing).**
None.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**


4. Explain any legal and/or policy issues involved.

The original Private Access and Utility Easement arguably gave Multnomah County an interest in real property (an interest in the configuration and maintenance obligations of an access easement). The transfer of an interest in county land must be approved by the governing body (ORS 271.300(2)), which is why this matter is before the Board. However, since the original easement did not "carr[y] an indication of approval of the conveyance by the political subdivision accepting title or interest," as required by ORS 93.808, the County Attorney's Office does not believe that the recorded easement actually transferred an interest in the easement to the county. In the interests of clearing any cloud on title for Ms. Davis, the county may terminate any interest it arguably has in the easement. The County Attorney's office will provide a letter to Ms. Davis' attorney to this effect in order to refute any claim of ratification of transfer of an interest in property without county acceptance.

5. Explain any citizen and/or other government participation that has or will take place.

N/A

Required Signatures:



Department/Agency Director: _____

Date: 09/13/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BALL JANIK LLP

A T T O R N E Y S

101 SOUTHWEST MAIN STREET, SUITE 1100
PORTLAND, OREGON 97204-3219

www.balljanik.com

TELEPHONE 503-228-2525

FACSIMILE 503-295-1058

cscott@bjllp.com

RECEIVED
CHRISTIAN H. SCOTT
AUG 23 2004

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

August 18, 2004

Sandra Duffy
Multnomah County Counsel
Office of Multnomah County Counsel
Room 1530
1120 S. W. Fifth Avenue
Portland, OR 97207

Re: Termination of Private Access and Utility Easement

Dear Ms. Duffy,

Per our telephone conversation of August 17, 2004, I have included with this letter a form of Consent to Termination of Easement to be executed by Multnomah County. The easement in question is a Private Access and Utility Easement and Maintenance Agreement relating to the construction of a private driveway. The easement was recorded by Margaret Davis in April of 2004. Ms. Davis is the owner of all of the real property contemplated in the Easement and she now desires to terminate the existing easement and file a new easement which will alter the distribution of the maintenance obligations among the Lots and redefine certain portions of the driveway easement area. In preparing the easement, I inadvertently specified that Multnomah County needs to consent to any alteration or termination of the easement. Such consent was not required in any way by Multnomah County or any other governmental body and this requirement will be removed in the replacement easement. Please review the Consent to Termination of Easement and if it meets your approval, please execute the document and return it to my attention. Please feel free to contact me with any questions. Thank you very much for your assistance in this matter.

Very truly yours,



Christian H. Scott

CHS:jaw

\\ODMA\PCDOCS\PORTLAND\4573951\

PORTLAND, OREGON

WASHINGTON, D.C.

BEND, OREGON

AFTER RECORDING, RETURN TO:

Christian Scott
Ball Janik LLP
101 SW Main St. Suite 1100
Portland, OR 97204

CONSENT TO TERMINATION OF EASEMENT

MULTNOMAH COUNTY, an Oregon municipal corporation, hereby agrees to the termination of that certain Private Access and Utility Easement and Maintenance Agreement ("Easement") declared by Margaret E. Davis, the owner of all the real property contemplated in the Easement, as recorded April 23, 2004 as Document Number 2004-069932 in the Official Records of Multnomah County, Oregon. Pursuant to Section 10 of the Easement, Multnomah County must consent to a termination of the Easement. The Easement is attached hereto as Exhibit A.

Now therefore, Multnomah County hereby consents to the termination of the Easement.



Sandra Duffy
Sandra Duffy
Assistant County Attorney to Multnomah County

Date: Sept. 23, 2004

Diane Linn
Diane Linn
Chair of the Multnomah County Commission

Date: September 23, 2004

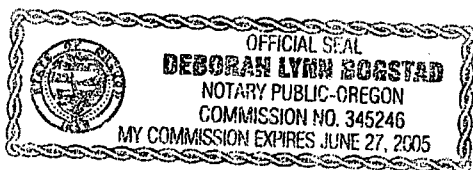
Exhibit A: Private Access and Utility Easement and Maintenance Agreement

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-2 DATE 09.23.04
DEBORAH L. BOGSTAD, BOARD CLERK

::ODMA\PCDOCS\PORTLAND\457386\1

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

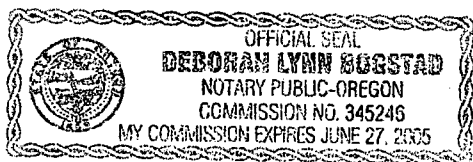
The foregoing instrument was acknowledged before me the 23rd day of
SEPTEMBER, 2004, by Sandra Duffy, the Assistant County Attorney to Multnomah
County.



Deborah Lynn Bogstad
Notary Public, State of Oregon
My Commission Expires: 06.27.05

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me the 23rd day of
SEPTEMBER, 2004, by Diane Linn, the Chair of the Multnomah County Commission.



Deborah Lynn Bogstad
Notary Public, State of Oregon
My Commission Expires: 06.27.05

Exhibit A

Private Access and Utility Easement and Maintenance Agreement

After Recording Return
Original to:

DECLARATION OF PRIVATE
ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT
Benefiting Lot 9, Interior Lot 1 and Interior Lot 2 and Burdening Lot 8

Margaret E. Davis (the "Declarant"), hereby declares and agrees as follows:

1. Purpose of Declaration.

The purpose of this Declaration is to create an easement for the use and perpetual maintenance of a private driveway system, as described in Section 2 of this Declaration, and any needed installation and maintenance of utilities in the easement area by the owner or owners of the parcels of property described as the Benefited Lots, subject to the restrictions contained in this Declaration.

The easement area shall be used for the purposes of providing pedestrian and vehicular ingress and egress and any needed installation and maintenance of utilities:

(1) to that certain lot described as Lot 9, of Block 3 of the Unrecorded Plat of Beaumont Annex, in the deed records of Multnomah County ("Lot 9"), as legally described on the attached Exhibit A;

(2) to that certain lot described as Parcel II, recorded on page 1557, in book 1997, of Block 3 of the Unrecorded Plat of Beaumont Annex, in the deed records of Multnomah County ("Interior Lot 1"), as legally described on the attached Exhibit A, and;

(3) to that certain lot described as Parcel III, recorded on page 1557, in book 1997, of Block 3 of the Unrecorded Plat of Beaumont Annex, in the deed records of Multnomah County ("Interior Lot 2"), as legally described on the attached Exhibit A.

Each of the foregoing lots is a Benefited Lot (a "Benefited Lot," collectively, the "Benefited Lots").

2. Description.

A. The private driveway easement area (the "Private Driveway") is described as follows:

(1) a portion of that certain lot described as Lot 8, of Block 3 of the Unrecorded Plat of Beaumont Annex, in the deed records of Multnomah County ("Lot 8" or the "Burdened Lot"), as legally described on the attached Exhibit A, and a portion of Lot 9; together legally described on the attached Exhibit B, which portion is identified on said plat as "Access and Utility Easement" (the "Driveway"); and,

(2) a portion of Interior Lot 1 and a portion of Interior Lot 2, as pictorially described on the attached Exhibit C, which portion is identified on said depiction as the Driveway Turn-Around (the "Driveway Turn-Around").

Collectively the Driveway and Driveway Turn-Around form the Private Driveway (the "Private Driveway").

3. Duration and Nature of Declaration.

This Declaration shall continue in perpetuity. This Declaration is intended to and does attach to and run with the Benefited and Burdened Lots. This Declaration is binding on Declarant and all persons claiming under Declarant. It is the intent of Declarant to create a continuing obligation and right on the part of Declarant and subsequent owners of the Benefited and Burdened Lots only during their period of ownership.

4. Ownership.

Declarant is the owner of the Burdened and Benefited Lots. As Declarant develops and transfers the Benefited Lots to subsequent purchasers, each such purchaser shall acquire an easement interest in the Private Driveway and the driveway improvements across the Burdened Lot and the other Benefited Lots, whether or not expressed in any of the deeds transferring each Lot.

5. Maintenance.

The owners of the Benefited Lots shall be jointly and severally responsible for the maintenance of the driveway improvements on the Private Driveway. Each owner of the Benefited Lots shall be responsible for one-third (1/3) of the maintenance costs for the Private Driveway, and shall reimburse any other owners who paid more than their share of such

maintenance costs within fifteen (15) days after written demand for reimbursement. For purposes of this Declaration, maintenance costs shall include the third-party cost of any work required to keep the driveway improvements in good condition and in compliance with all applicable governmental regulations and the terms of this Declaration, including, without limitation, power washing, capping, sealing and resurfacing, repairs, reconstruction and replacement. "Maintenance costs" do not include the costs of normal cleaning, leaf removal or snow removal. Reimbursement is not required if, however, the act or omission of any such owner or any guest, invitee, licensee, contractor, or agent of such owner causes the damage to the improvements, and in such case such owner shall be responsible for repair of the damage to the driveway improvements at its expense. The driveway improvements shall be maintained in a good and workmanlike manner so as to comply with the minimum City of Portland and Multnomah County, Oregon standards, and to be continuously safe for public travel.

6. Utility Easements.

The Private Driveway shall be subject to such public easements as may be necessary to provide sanitary sewer, storm drainage, water, natural gas, electricity, cable television, telephone utilities and other necessary utilities (including, without limitation, pipes, pipelines, wires, cables, and other conduits and equipment relating to such utilities) to the Benefited Lots. All easements shall be to the specifications of the City of Portland and Multnomah County, Oregon.

7. Indemnification.

Any subsequent owner or owners of the Benefited Lots shall hold harmless, defend and indemnify Declarant, and its respective officers, agents, and employees against all claims, demands, actions and suits, including attorney's fees and costs, brought against any of them arising out of the failure to properly design, locate, construct or maintain the Private Driveway or the driveway improvements located on the Private Driveway which are subject to this Declaration. All workers undertaking maintenance work on the driveway improvements or utilities located on, in or under the Private Driveway shall have standard liability insurance in a reasonable amount from a reputable insurance company which protects the owner or owners of the Benefited Lots. The owner or owners of the Benefited Lots shall release and indemnify the other surrounding owners against all liability for injury to the other owners, any member of the other owners' family, or any resident of the other owners' home for injury or for property damage caused by any undertaking pursuant to this Declaration.

8. Arbitration; Lien.

In the event of a disagreement concerning required maintenance of the Private Driveway, the owners of the Benefited Lots shall agree upon an arbitrator who shall resolve such disagreement. If the owners of the Benefited Lots cannot agree on an arbitrator, the presiding judge of the Circuit Court of the State of Oregon for the County of Multnomah shall appoint an arbitrator. The decision of the arbitrator shall be binding on the owners of the Benefited Lots and the fee of the arbitrator shall be borne equally by each owner, one equal share allocated to

each Benefited Lot. Following such a decision, the owner or owners of the Benefited Lots shall be compelled to undertake the maintenance mandated by the arbitrator. In the event any owner or owners of the Benefited Lots fails to undertake and/or pay for the required maintenance costs within thirty (30) days after the decision or the arbitrator, unless otherwise agreed upon by the parties, then such amount shall become an automatic charge and lien against the non-paying owner's, or owners', property, which may be foreclosed in the manner provided in Chapter 88 of the Oregon Revised Statutes (or its successor statutes) for the foreclosure of liens generally. In addition, any such unreimbursed amounts shall bear interest at the rate of twelve percent (12%) per annum from the date of written demand for reimbursement until paid in full. The owner of a Benefited Lot upon which a lien is imposed shall also be personally liable for any deficiency remaining unpaid after any foreclosure of the foregoing lien.

9. Notices.

Any notice, demand, or report required under this Declaration shall be sent to the owner or owners of the Benefited and Burdened Lots in care of the street address of such owner's lot, or in the event the owner does not reside on the said property, in care of the current property tax notification address of the property; provided, however, that an owner can change their notification address by written notice to the other owners. Any required notice or demand shall be made by hand delivery or certified mail, and shall be deemed received on actual receipt or two (2) days after being mailed, whichever first occurs.

10. Modification or Termination.

The owner or owners of the Benefited and Burdened Lots may not withdraw from, modify or dissolve this Declaration except with the prior written approval and consent of Multnomah County and the owner or owners of the Benefited and Burdened Lots, as evidenced by a written instrument recorded in the Official Records of Multnomah County, Oregon.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of _____, 2004.

DECLARANT:

Margaret E. Davis

STATE OF OREGON)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me the _____ day of
_____, 2004, by Margaret E. Davis, as an individual.

Notary Public, State of Oregon
My Commission Expires: _____

Exhibit A

Legal Description of Lot 8, Lot 9, Interior Lot 1 and Interior Lot 2

INTERIOR LOT 1:

That portion of Section 19, Township 1 North, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southeast corner of Lot 8, Block 3, ROSLYN, in the County of Multnomah and State of Oregon; thence Southerly 50 feet, more or less, to the Southeast corner of Lot 10, Block 3, said subdivision; thence Easterly along the Easterly extension of said Lot 10, a distance of 60 feet, more or less, to a point which is North 89°47' West, 100 feet from the West line of NE 45th Avenue; thence Northerly parallel with the East line of said Block 3, a distance of 50 feet, more or less, to the intersection with the South line of Lot 8 produced Easterly; thence Westerly to the point of beginning.

INTERIOR LOT 2:

That portion of Section 19, Township 1 North, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southeast corner of Lot 4, Block 3, ROSLYN, in the County of Multnomah and State of Oregon; thence Southerly along the East line of said Block 3, a distance of 100 feet, more or less, to the Southeast corner of Lot 8, Block 3, said subdivision; thence Easterly along the South line of Lot 8, Block 3, produced Easterly 60 feet, more or less, to an intersection with the West line of that parcel of land described in deed recorded in Book 222, Page 62, Records of Multnomah County; thence Northerly parallel with the East line of said Block 3, a distance of 100 feet, more or less, to an intersection with the South line of Lot 4, Block 3, produced Easterly; thence Westerly 60 feet, more or less, to the point of beginning.

LOT 8:

The following described tract of land in the Southwest quarter of Section 19, Township 1 North, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at a point South 89°47' East 826.31 feet and North 0°17'30" West 380 feet from the section corner common to Sections 24 and 25, Township 1 North, Range 1 East, of the Willamette Meridian, and Sections 19 and 30, Township 1 North, Range 2 East, of the Willamette Meridian; thence North 0°17'30" West 50 feet; thence North 89°47' West 130 feet; thence South 0°17'30" East 50.00 feet; thence South 89°47' East 130 feet to the place of beginning.

LOT 9:

That portion of Section 19, Township 1 North, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point South $89^{\circ}47'$ East, 825.31 feet and North $0^{\circ}17'30''$ West, 430 feet from the section corner to Sections 24 and 25, and Sections 19 and 30; thence North $0^{\circ}17'30''$ West, 50 feet; thence North $89^{\circ}47'$ West, 130 feet; thence South $0^{\circ}17'30''$ East, 30 feet; thence South $89^{\circ}47'$ East, 130 feet to the point of beginning.

Exhibit B
Legal Description of Driveway and Plat of Driveway

Legal Description of Driveway:

A 12.83 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING OVER THE NORTHERLY 4.50 FEET OF THAT TRACT OF LAND CONVEYED TO MARGARET E. DAVIS, DOCUMENT NO. 98-115423, RECORDED JUNE 30, 1998 AND OVER THE SOUTHERLY 8.33 FEET OF THAT TRACT OF LAND CONVEYED TO MARGARET E. DAVIS IN DOCUMENT NO. 2004-037312, RECORDED MARCH 8, 2004, MULTNOMAH COUNTY DEED RECORDS, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CITY OF PORTLAND, COUNTY OF MULTNOMAH AND STATE OF OREGON.

Depiction of the Driveway:

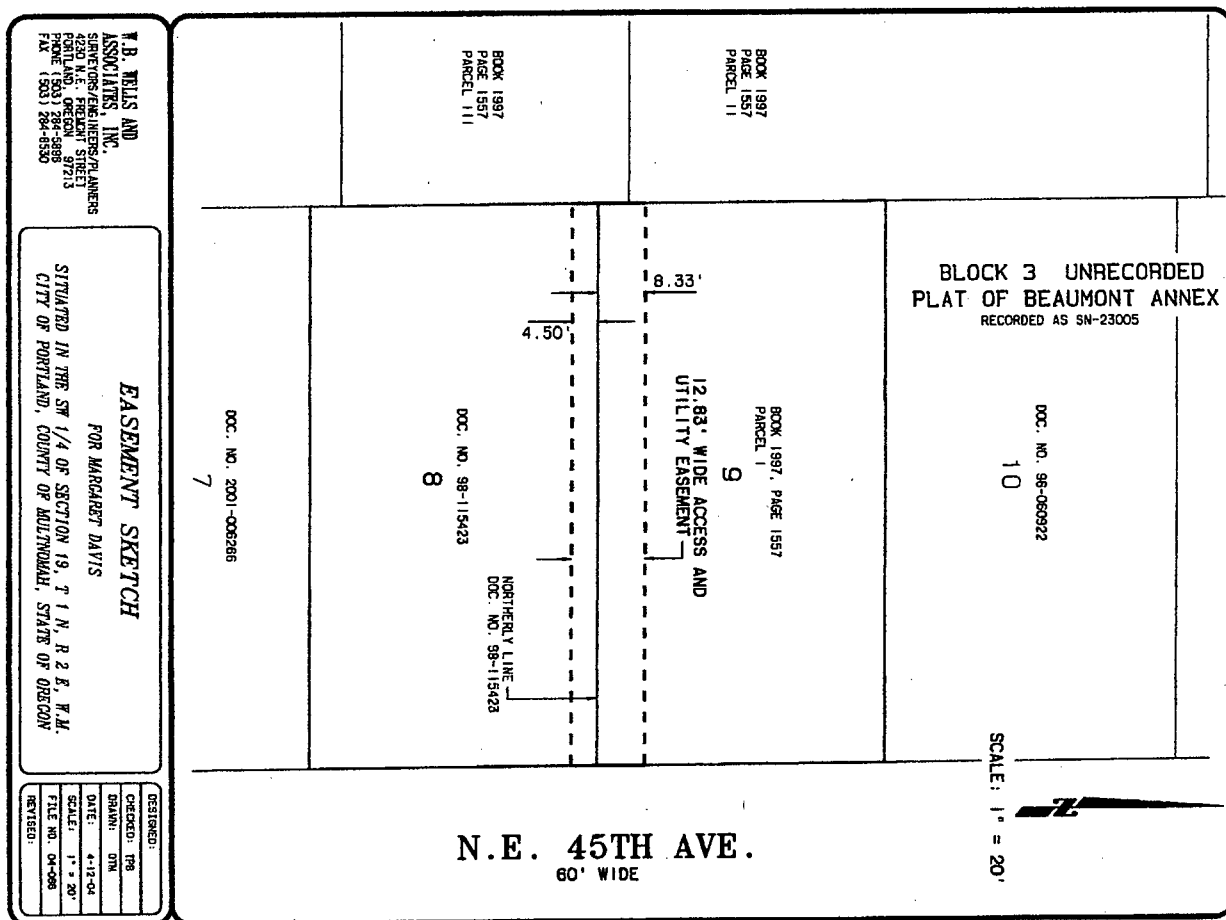
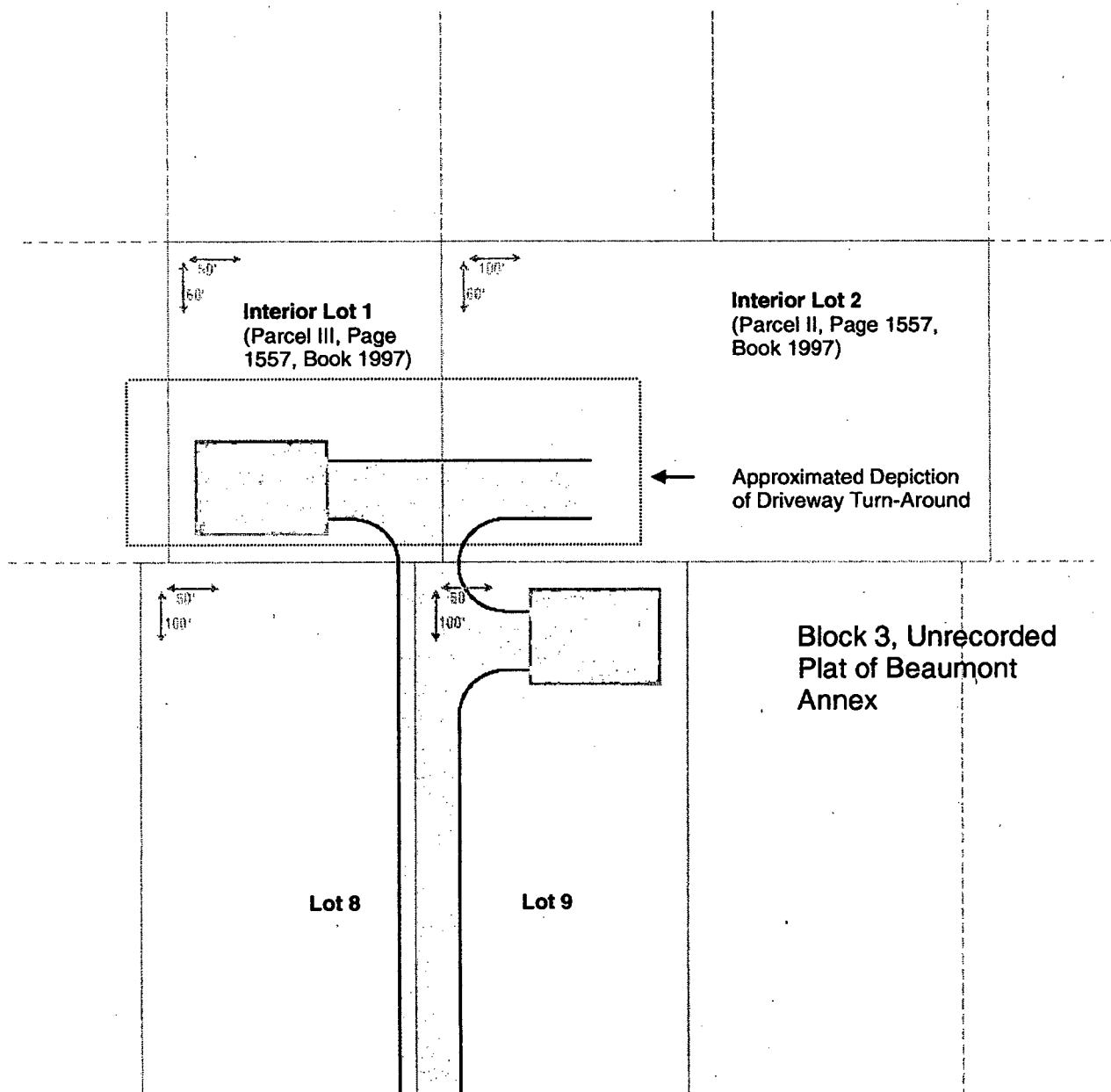


Exhibit C
Approximated Pictorial Description of Driveway Turn-Around



45th -North→

Scale: 1 cm = 10 ft

N.E. 45th Ave.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: R-3

Est. Start Time: 9:55 AM

Date Submitted: 08/24/04

Requested Date: September 23, 2004

Time Requested: 10 minutes

Department: DBS

Division: CPCA

Contact/s: Lisa Williams

Phone: 503-988-5111

Ext.: 22596

I/O Address: 503/4

Presenters: Franna Hathaway & Herman Brame

Agenda Title: PROCLAMATION Proclaiming the Week of September 27 to October 1, 2004, as Minority Enterprise Development Week in Multnomah County, Oregon

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.

-
1. **What action are you requesting from the Board? What is the department/agency recommendation? Approval of Proclamation.**
 2. **Please provide sufficient background information for the Board and the public to understand this issue. Each year the President of the United States proclaims Minority Enterprise Development Week. Municipalities and metropolitan areas throughout the nation plan luncheons/celebrations to honor Minority Business in conjunction with Minority Enterprise Development Week.**
 3. **Explain the fiscal impact (current year and ongoing). None**

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

❖ **What revenue is being changed and why?**

- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

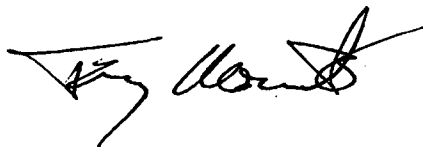
- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. None
5. Explain any citizen and/or other government participation that has or will take place. None

Required Signatures:



Department/Agency Director: _____

Date: 08/25/04

Budget Analyst

By: _____

Date:

Dept/Countywide HR

By: _____

Date:

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. _____

Proclaiming the Week of September 27 to October 1, 2004, as Minority Enterprise Development Week

The Multnomah County Board of Commissioners finds:

- a. Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy.
- b. Minority Americans contribute invaluablely to our County's progress and well being, and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents.
- c. Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth.

The Multnomah County Board of Commissioners Proclaims:

1. September 27 to October 1, 2004, as MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY, to thank all our minority business owners for their contributions to the County and to show our continuing commitment to the promotion of minority business opportunities.

ADOPTED this 23rd day of September, 2004

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, County Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. 04-141

Proclaiming the Week of September 27 to October 1, 2004, as Minority Enterprise Development Week

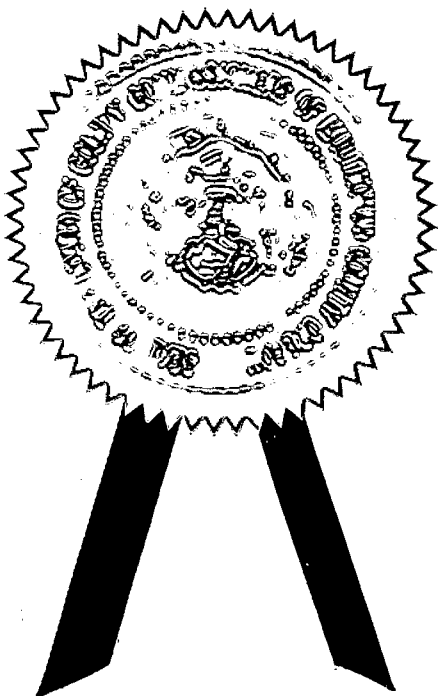
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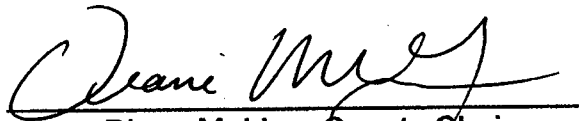
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ADOPTED this 23rd day of September, 2004



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, County Chair

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: R-4

Est. Start Time: 10:00 AM

Date Submitted: 09/07/04

Requested Date: 9/23/04

Time Requested: 15 Minutes

Department: Business Services

Division: Human Resources

Contact/s: Gail Parnell/Carol Brown

Phone: 503-988-5135

Ext.: 28387

I/O Address: 503/4

Presenters: Gail Parnell, County Representative

Marla Rosenberger and Eileen O'Connell, Local 88 Representatives

Agenda Title: Approval of the 2004-2006 Labor Agreement between Multnomah County and the American Federation of State, County, and Municipal Employees (AFSCME) Local 88

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Department of Human Resources recommends approval of the successor labor agreement for employees of Multnomah County represented by AFSCME Local 88.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The following highlights the major terms of the agreement that will be effective upon execution by the parties through June 30, 2006:

- Wages:

- July 1, 2004: 2.3% Inflation adjustment
- 0.005 (1/2 of 1%) of budgeted salary base for class/comp studies
- 1.0% increase in bilingual pay
- July 1, 2005: Wage and class/comp reopener only

- Health and Welfare: Incorporates new Employee Benefits Board language into contract.
- Pension: Incorporates Oregon Public Service Retirement Plan (OPSRP) Pension language into contract.
- Contracting: A joint study to develop a model for "contracting in" which would allow the union to bid on work being considered for contracting out.
- Seniority, Layoff and Bumping: Change from job class seniority to county seniority and allow employees a choice of bumping options where possible.
- Lead Work: Clarified difference between lead work responsibilities and management responsibilities and added selection process for lead workers.
- School Based Employees: Incorporated Memorandum of Agreement clarifying school based layoff processes into contract.
- Library Employees:
 - Provisions on pension system and shift work removed from Addendum F and incorporated into standard contract language.
 - Library employee only: Added .75 per hour shift differential for hours worked after 6:00 pm.
 - Added short term Lead Work differential for person in charge of branch libraries.

3. Explain the fiscal impact (current year and ongoing).

Local 88 wages will be increased by inflation factor of 2.3 % effective July 1, 2004. The contract settlement is estimated to cost for FY 2004-2005 approximately \$4,192,000.

At the time of adoption, the County's budget included a set-aside in the General Fund contingency to cover the cost of the labor contracts. Due to the large number of contracts that will be settled in FY 2004-2005, a single budget modification will be brought to the Board of County Commissioners to adjust department General Fund appropriations.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

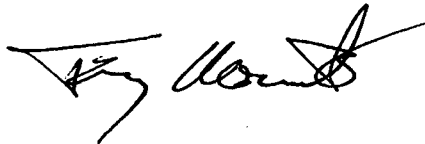
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- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
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- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:



Department/Agency Director: _____

Date: 09/07/04

Budget Analyst



By: _____

Date: 09/08/04

Dept/Countywide HR



By: _____

Date: 09/07/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the 2004-2006 Labor Agreement Between Multnomah County and the American Federation of State, County, and Municipal Employees (AFSCME) Local 88

The Multnomah County Board of Commissioners Finds:

- a. The labor agreement between Multnomah County and the American Federation of State, County, and Municipal Employees (AFSCME) Local 88 expired on June 30, 2004. Representatives of Multnomah County and AFSCME Local 88 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2006.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

The Multnomah County Board of Commissioners Resolves:

1. The Labor Agreement between Multnomah County and AFSCME Local 88 is approved with an effective date of July 1, 2004.

ADOPTED this 23 day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

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

1

2 **A G R E E M E N T**

3 **Between**

4 **MULTNOMAH COUNTY, OREGON**

5 **and**

6 **MULTNOMAH COUNTY EMPLOYEES UNION**

7 **LOCAL 88, AFSCME, AFL-CIO**

8

9

10

11 **ARTICLE 1**

12 **PREAMBLE**

13

14 This Agreement is entered into by Multnomah County, Oregon, hereinafter

15 referred to as the County, and Local 88, of the American Federation of State, County

16 and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

17 The purpose of this Agreement is to set forth those matters pertaining to rates of

18 pay, hours of work, fringe benefits, and other matters pertaining to employment

19 consistent with the County's and Union's mutual objective of providing ever-improved

20 efficient, effective, and courteous services to the public of Multnomah County.

21 Except as otherwise required by law, regulation, or grant provisions, the parties

22 agree as follows:

23

24

25

26

27

ARTICLE 2
DEFINITIONS

I. Department:

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

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

II. Full-time employee:

An employee regularly scheduled to work 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.

III. FTE, or full time equivalency:

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

IV. Part-time employee:

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

V. Job Class Seniority:

The total length of accumulated service within the affected job classification and its equivalent within the County for purposes of shift bidding, transfers within

1 classification, and anniversary dates. Part-time service shall count the same as
2 full-time service. Service shall be adjusted for leaves of absence without pay, or
3 layoffs, exceeding 30 days. Accumulated service is terminated by voluntary
4 termination, involuntary termination due to expiration of a recall list, removal
5 from a recall list after layoff pursuant to Art. 21. IV. E. or discharge for cause.

6 **VI. Limited Duration employee:**

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7 Limited duration appointments may be made for special studies or projects of
8 uncertain or limited duration, which are subject to the continuation of a grant, contract,
9 award or special funding. Such appointments shall be for a stated period not exceeding
10 two years but may expire earlier.

11 Limited duration means an employee who is regularly scheduled on a full time or
12 part-time basis, who receives benefits and union representation per this agreement but
13 is excluded from layoff rights since his/her appointment from the outset is determined to
14 be time, task and work unit limited. New employees appointed under this section will
15 only accrue seniority pursuant to Article 21, Section II, B67a.

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

21 **VII. Permanent employee:**

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

25 **VIII. Probationary employee:**

26 A permanent employee serving a one year period of trial service to determine his
27 or her suitability for continued employment, such period to begin on the date of his or
28 her appointment to a permanent position from a certified list of eligibles. During the
29 period of probation, the employee may be dismissed without recourse to the grievance
30 procedure if in the opinion of the employee's supervisor his or her continued service
31 would not be in the best interest of the County. The length of an employee's

ARTICLE 2, DEFINITIONS

1 probationary period may not be extended by a Memorandum of Agreement under the
2 terms of Article 26, unless the employee was absent from work for a period of six
3 months or more previous to the extension

4 **IX. Promotional Probationary Employee:**

Deleted: VIII

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

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

26
27 **X. Regular employee:**

Deleted: IX

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

ARTICLE 2. DEFINITIONS

1
2 A permanent employee who passed the initial one-year probationary
3 period, terminated employment, and has been reinstated.

4 A non-probationary employee who has been transferred to the County by
5 intergovernmental agreement under ORS 236.610 through 236.650.
6

7 **XI. Temporary employee:**

8 An employee whose appointment is uncertain due to an emergency workload,
9 absence of an employee or because of a short-term need for a skill or ability. A
10 temporary appointment may be made for a period of up to six months or 1040 hours
11 within the preceding 12 months. A temporary employee who has already worked 1040
12 hours may be appointed within the same 12 month period to another position typically
13 by a different Department, following a break in County service lasting 15 days or longer.
14 A temporary employee may be re-appointed to a different position when an unforeseen
15 circumstance requiring the employee's services arises shortly after the termination of
16 one appointment, even when the break in service is limited. Temporary employees may
17 be terminated at any time and have no appeal rights within the County.
18

19 **XII. On-Call employee:**

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

ARTICLE 2, DEFINITIONS

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 3.10 except those specifically excluded below. This unit shall be referred to as the "General Employees Unit". County employees who are excluded from the bargaining unit are:

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

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

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

for determination.

III. Disputes Concerning Newly Created Classifications or Positions

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

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

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

V. Temporary List

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

VI. Certification of Union Officers

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

1

2 **ARTICLE 4**

3 **MANAGEMENT RIGHTS**

4

5 The County shall retain the exclusive right to exercise the customary functions of

6 management including, but not limited to, directing the activities of the departments,

7 determining the levels of service and methods of operation and the introduction of new

8 equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for

9 cause, the exclusive right to determine staffing, to establish work schedules and to

10 assign work, and any other such rights not specifically referred to in this Agreement.

11 Management rights, except where abridged by specific provisions of this Agreement or

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

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

Service Fees

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

5. **Appointment to excluded positions**

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

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

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

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

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

c. All bargaining unit members who are fair share.

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

B. People Committee Deductions

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

C. Defense and Indemnification of the County

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

III. Union Representation

A. Contract Negotiations

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

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

3. Resource people may be called upon to make statements and

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

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

8 **B. Employee Relations Committee Meetings**

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

18 **C. Grievances and Contract Administration**

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

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

24 **1. Bulletin boards**

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

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

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

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

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

11 (3) For the purpose of interacting with the County's
12 representatives concerning Union-County business, such as setting dates for County-
13 Union meetings, making inquiries regarding grievances, etc.

14 (4) On the employee's own time, for the purposes of
15 utilizing a link on the MINT, or its successor, to reach a Union internet bulletin board
16 site. Any such site shall be non-interactive and subject to the same rules of content as
17 a conventional union bulletin board.

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

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

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

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

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

E. Union Business

There are three forms of Union Business Leave.

1. Union Business Leave (County Paid Time):

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

2. Union Business Leave (Union Reimbursable Time):

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

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

Written notice of such time away from work shall be given to the affected employee's immediate supervisor and to the County Labor Relations Manager 5 working days in advance. The Union will make every effort to avoid disruptions of work.

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

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

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

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

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

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

3 **G. Visits by Union representatives**

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

ARTICLE 6

NO STRIKE OR LOCKOUT

I. No Strike

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

II. Crossing of Picket Lines

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

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

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

III. Employee Disciplinary Action

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

IV. No Lockout

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

1 **V. Informational Picketing**

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

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

ARTICLE 7

HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

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

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

- New Year's Day (January 1st)

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

- Presidents' Day (3rd Monday in February)

- Memorial Day (last Monday in May)

- Independence Day (July 4th)

- Labor Day (1st Monday in September)

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

- Thanksgiving Day (4th Thursday in November)

- Christmas Eve Day - **Library employees only.** (See Addendum F

for the dates on which the Christmas and New Year holidays will be observed by the Library Department.)

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

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

1. Full-time employees on a regular work schedule

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

2. Part-time employees

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

1 leave to which the employee is entitled, then the employee shall be credited with Saved
2 Holiday time for the difference.

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

13 **3. Full-time employees on an irregular work schedule**

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

17 **C. Saved Holidays**

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

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

22 2. Saved Holiday time may be used at the discretion of the employee
23 with the consent of his or her supervisor. Saved Holiday time will be charged in
24 accordance with the uniform time charging provisions of Article 13.

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

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

29 **II. Holiday Observance**

30 **A. Full-time Employees Working Five Consecutive Work Days per**
31 **Week:**

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

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

5 **B. Full-time Employees Working Four Consecutive Work Days per**
6 **Week:**

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

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

11 **C. Part-time Employees, and Full-time Employees Not on a Four**
12 **Consecutive Day or Five Consecutive Day Work Week:**

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

17 **D. Leave:**

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

23 **III. Holiday Pay**

24 A. An employee required to work on an observed holiday will be
25 compensated at one-and-one-half (1-1/2) times his or her regular rate of pay for the
26 hours worked during the observed holiday for which the employee was eligible for
27 holiday leave. Any additional hours will be paid at the regular rate of pay. The
28 employee will also be granted the number of hours of leave to which he/she was
29 eligible. The employee may elect to accumulate such leave as Saved Holiday time
30 subject to the provisions of "Section I" above, or be paid at the employee's regular rate
31 of pay. The election must be submitted by the employee in writing to his or her

1 immediate supervisor on the forms so provided.

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

6 **IV. Holiday During Leave**

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

ARTICLE 8

VACATION LEAVE

I. Accrual

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

II. Table of Vacation Accrual Rates

1. <u>Years of Service</u>	2. <u>Hours Accrued Per Pay Period</u>	3. <u>Hours (Weeks) Accrued Per Year by Forty Hour Employees</u>	4. <u>Maximum Hours Accruable</u>
Less than 5	4.0	96 (2.4 wks.)	224
5 to 10	5.67	136 (3.4 wks.)	272
10 to 15	7.33	176 (4.4 wks.)	352
15 or more	9.0	216 (5.4 wks.)	432

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

B. Years of service indicated in Column 1 are continuous County seniority service years as defined in MCPR 1-10-040 and will be adjusted for unpaid leaves of

absence, or layoffs, in excess of 30 days. Part-time work will count on a full-time basis. Article 21, "Section II".

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

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

III. Charging

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

IV. Payoff Upon Termination or Death

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

V. Use and Scheduling of Accrued Vacation

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

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

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

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

I. Paid Sick Leave

A. Definition and Allowable Use

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

1. Specified others

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

2. Covered health conditions

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

3. Parental leave

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

1 **4. Occupationally related conditions**

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

4 **B. Accrual**

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

7 **C. Reporting of Sick Leave**

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

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

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

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

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

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

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

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

1 use after July 15 of the following fiscal year.

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

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

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

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

11 **B. Legitimate Use**

12 **1. Verification of use**

13 a. Pursuant to Multnomah County policy, Management must
14 require the completion of a certification form by the employee's health care provider and
15 any other verifications required for under the provisions of the FMLA, OFLA, or their
16 successors.

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

20 i. the employee has been absent for more than three
21 days; or

22 ii. the employee has exhausted all sick leave; or

23 iii. the employee has had five or more events with less
24 than 24 hours notice in a six month period; or

25 iv. management reasonably believes that the absence
26 may not be bona fide.

27 **2. Discipline**

28 Subject to the limitations of law, including but not limited to those of
29 the FMLA, discipline may be imposed under the following conditions:
30
31

1 a. **Abuse of sick leave**

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

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

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

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

12 (a) require the employee to take continuous
13 leave; or

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

17 c. **Excessive absenteeism**

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

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

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

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

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

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

3 **C. Sequencing of Leaves**

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

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

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

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

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

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

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

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

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

26 1. **Continuous leave**

27 In the event of a continuous leave of absence without pay in excess
28 of any legal requirement of the FMLA or OFLA, the County may require from the
29 employee's physician, and/or arrange for the employee to see a physician selected by
30 the County to examine the employee and provide a statement of the disability, current
31 condition, and the anticipated length of current absence. If the County requires the

1 employee to see a physician it has selected, it will pay the costs. If deemed necessary
2 by the County, such an examination shall be repeated every thirty days. If management
3 determines that continued leave would not be in the best interest of the County, then
4 any resulting termination would be subject to review under the just cause standard as to
5 the reasonableness of this determination. Following six months of leave without pay, to
6 include time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall
7 be deemed permissive on the part of the County and if the employee's leave is not
8 extended, and the employee does not return to work, the employee will be deemed to
9 have resigned.

10
11 **2. Intermittent leave**

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

- 19 a. Approve a similar pattern of intermittent use of unpaid leave
20 for a specified period followed by another evaluation; or
21 b. Put the employee on a work plan to manage the use of leave
22 without pay, followed by disciplinary action if the plan is not successfully completed; or
23 c. Proceed with the disciplinary process.

24
25 **III. Fitness for Duty**

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

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

2 **A. Disability Insurance**

3 **1. Short term disability**

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

8 **2. Long term disability**

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

13 **b.** The County will pay for COBRA medical and dental
14 insurance coverage for a period of up to six months beyond the month in which benefits
15 would normally terminate for an employee with an approved long-term disability claim.
16 However, employees who "opt out" of benefits coverage under the provisions of Article
17 11, "Section I.D" of this Agreement will not be eligible for continued County-paid
18 coverage under this subsection.

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

21 **B. Catastrophic Leave Program**

22 The Parties recognize that a Catastrophic Leave Program has been
23 implemented which allows the donation of vacation leave or compensatory time to ill or
24 injured employees who have exhausted all paid leave. This program may be terminated
25 only subject to the terms and conditions of the implementing Ordinance. ~~Parties agree~~
26 ~~to participate in a County wide Committee during the fiscal 01-02 year, for the purpose~~
27 ~~of reviewing the Catastrophic Leave Program and recommending any changes back to~~
28 ~~the Union and the Commissioners.~~

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

1 jury duty, provided that if an employee is required to work over, any time spent on jury
2 duty shall not be considered time worked for calculating overtime liability.

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

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

10 **B. Subpoenas**

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

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

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

21 **C. Merit System Council Hearings**

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

25 **III. Military Leave**

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

1 **IV. Bereavement Leave**

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

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

17 **V. Personnel Examinations/Interviews**

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

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

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

- 28 • Vacation leave
- 29 • Saved holiday time
- 30 • Compensatory time
- 31 • Leave without pay

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

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Employee Benefits Board

By memorandum of agreement dated ~~January~~ March 4, 2001 ~~2004~~ between the parties, which was accepted by the bargaining unit on ~~March 22, 2001~~, the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 21, 2000; which is as follows:

a. History

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

b. Membership

Voting Membership of the EBB shall consist of:

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

c. Membership Training

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

associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training. Training will be provided to:

d. Membership

Three Members/year

Local 88, ONA, MCOA, IUOE, Deputy Sheriff (MCDSA), **Non-represented**

Two Members/year

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

e. Membership Role

The role of the membership is to:

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

f. ~~Benefits Administrator Role~~

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~~The Benefits Administrator shall be a non-voting member. The role of the Benefits Administrator is to:~~

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- ~~• Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;~~
- ~~• Serve as the Administrator for the County Health and Welfare Programs;~~
- ~~• Facilitate the EBB, preside over meetings and propose and implement any changes;~~
- ~~• Provide a forum and opportunity for training and education of the EBB members;~~
- ~~• Obtain, coordinate and direct the use of technical consultants and vendors;~~
- ~~• Ensure that the Health and Welfare Program and EBB adhere to legal mandates;~~
- ~~• Manage the Health Fund;~~

ARTICLE 11, HEALTH AND WELFARE

- 1 • ~~Oversee other benefit programs such as Health Promotion to promote the health and~~
- 2 ~~welfare benefits for County employees;~~
- 3 • ~~Provide data as requested by the EBB; and~~
- 4 ~~Track claims experience by bargaining units.~~

5 **f. EBB Administrator and Benefits Administrator Roles**

6 **The EBB Administrator and Benefits Administrator shall be non-voting**

7 **members.**

8 **The role of the EBB Administrator is to:**

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

14

15 **The role of the Benefits Administrator is to:**

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

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26

27 **g. Legal Responsibilities**

28 The Health Plan is subject to various legal mandates that protect the benefits of plan

29 members. These legal mandates create a set of standards that apply to public entities

30 concerning plan administration, management, or plan design and, in particular,

31 communication of the benefit plans contents or changes. Only the Human Resources

32 Division Benefits Unit, will have actual legal authority to convey plan documents and

33 benefits to plan members. Other information issued by EBB shall be for information

34 purposes only and not binding upon the plan. Changes mandated by law shall be carried

35 out by the **EBB Administrator and** Benefit Administrator and discussed with the EBB prior

36 to implementation **no later than the next scheduled EBB meeting.**

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ARTICLE 11, HEALTH & WELFARE

1 **h. Meeting Process**

2 The meetings shall comply with any applicable law. Meetings require attendance of
3 one-half of the voting membership to be considered a quorum. The meeting minutes will
4 record the following:

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

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

13 **i. Voting**

14 A formal vote is required for plan changes and administration of the Employee
15 Health and Benefit Programs. A formal vote is defined as a public vote where each vote
16 must identify the member voting, and the vote must be announced. A formal vote to
17 change or amend plans must consist of a positive vote from a majority of no less than 80%
18 (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may
19 cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the
20 Benefits EBB Administrator may read the vote at the meeting. In the alternative, if
21 insufficient votes are cast due to the absences of voting members, missing votes may be
22 recorded at the next meeting.

23 **j. Proposals**

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

31 If the proposal is passed by the EBB, the Benefits EBB Administrator may either a)

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

6 **k. Meetings per Calendar Year**

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

11 **l. Health Fund**

12 The Health Fund will be funded by:

- 13 (1) Full-time employees: Monthly contributions paid by Departments for
14 medical/dental/vision, shall be based on the cost-sharing formula set forth below,
15 as applied to an initial composite rate of \$663.68 per eligible full time employee
16 effective July 1, 2003. (Full-time employees) Monthly contributions paid by
17 Departments based upon the number of FTEs, shall be on a composite rate for
18 medical and dental health insurance projected premium equivalents (defined as
19 actual premiums and those costs identified in paragraph 7 below). The initial
20 composite rate will be based upon projected total premiums and premium
21 equivalents divided by the number of full-time (.80 FTE and above) employees as
22 of February 1, 2001 (\$568.72 per eligible full time employee effective July 1, 2001).
23 (2) Part-time employees: Monthly contributions paid by Departments for
24 medical/dental/vision shall be based on an initial composite rate of \$350.00 per
25 eligible part-time employee effective July 1, 2004. Then in subsequent years the
26 cost-sharing formula set forth below shall be applied.
27 1) (3) (Part-time employees) Monthly contributions paid by Departments for part-
28 time employees shall be based upon a separate composite rate for both medical and
29 dental premiums and the part-time employee's portion of the other referenced costs.
30 The annual composite rate for the medical portion shall be adjusted during the second
31 year, beginning July 2002, and will be based upon actual demographics of the part-time

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~~employees for health coverage. The annual composite rate for each subsequent year will be no less than the previous year plus CPI-W. The medical composite rate shall increase annually according to the cost sharing terms. The dental composite rate shall follow the cost sharing terms.~~

(3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and

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~~(4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and~~

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(5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.

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6) The health fund balance as of July 1, 2004, shall be equal to the ending balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the EBB membership and the County unless a dispute is raised within 120 days of distribution. ~~Initially on July 1, 2001, the unions and the non-represented employees' representative agree to contribute their MCEBB incentives to the fund as contained in the Health and Welfare Article (or subsequent amendments) of all applicable collective bargaining agreements or ordinances. The Health Fund will be at a "zero" deficit for the health plan year ending June 30, 2001, i.e. nothing shall be owed by the Health Fund for either IBNR or the previous year's expenses. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund throughout the following in a subsequent plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.~~

7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund expenses shall consist of the following cost items necessary to administer the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses

ARTICLE 11, HEALTH AND WELFARE

1 shall be calculated annually according to generally accepted accounting standards),
2 claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services
3 such as managed care providers for pharmaceuticals, health provider contracts, flexible
4 spending account administrator fees, case management fees; third party administrators;
5 professional services associated with benefits consulting, EBB expenses, Opt Out
6 Reimbursements as specified in an EBB Memorandum of Understanding adopted
7 December 19, 2002 and other miscellaneous costs such as printing and postage for
8 communications to employees concerning County Health and Welfare Plans.

9 **m. Eligible Employees**

10 The Health Fund is comprised of those items listed under Health Fund above that
11 directly can be attributed to the provision of health, vision and dental insurance for County
12 employees, their eligible dependents and those that have COBRA rights.

13 **Full-time Employees-** ~~Full-time employees, those e~~Employees who are regularly
14 scheduled to work at least 32 or more hours per week or if scheduled to work at least 30
15 hours on a 10-hour per day schedule., ~~may elect one of the plan options or opt out with~~
16 ~~proof of other coverage. Opt out reimbursement is limited to \$150 per month.~~ The Major
17 Medical Option will reimburse participants at \$50 per month for the first year of the plan and
18 then the reimbursement will be subject to a reduction based upon cost sharing in
19 subsequent years. The Dental Plans will offer the same benefits as offered in plan year
20 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting period for
21 either dental plan option.

22 **Part-time Employees-** ~~Part-time employees, those e~~Employees who are regularly
23 scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of
24 charge for them and their eligible family members. The employee may elect to purchase
25 ~~either Kaiser or the Plus Plan~~ a different County provided medical plan option by paying
26 the difference in cost from the Major Medical Plan to their selected plan based upon the
27 coverage level. Part-time employees are not eligible for the \$50 reimbursement for the
28 Major Medical Plan. ~~Part-time employees who opt out of medical plan coverage will be~~
29 ~~reimbursed \$75 per month with proof of other coverage.~~

30 The Dental Plans will offer the same benefits as plan year 2000, Kaiser and ODS,
31 until the EBB changes them. There will be no waiting period for either dental plan option.

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Part-time employees will pay one-half of the dental premiums.

Opt-out Reimbursement

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

n. Plan Document

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

o. Retirees Health Fund/Benefits

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

p. Cost Sharing for Medical/Vision and Dental Plans

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

July 1, 2004 – Full-time Employees

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

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July 1, 2004 – Part-time employees

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- The County pays \$350.00.

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July 1, 2005 – All employees

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

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July 1, 2006 – All employees

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

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

July 1, 2001	Self-Insured Medical Plans	County paid at 100%
	HMO (Kaiser)	County paid at 100%
	Dental Plan	County paid at 100%

~~July 1, 2002~~ ~~Self-Insured Medical Plans~~ County pays at the 2001 contribution rate plus CPI-W* of the total premium (which includes all premium costs and other applicable administrative costs) then, equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the

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1 total premium increase is less than the CPI-W, that portion of the County contribution will
2 go toward building the Health Fund.

3
4 ~~HMO (Kaiser)~~ County pays at the County 2001 contribution rate (which includes
5 total premiums and applicable administrative costs) plus CPI-W and 5% of the 2001
6 contribution rate and then equally splits any remaining cost of the increase with the
7 employees through payroll deductions. (Employees and the County each pay 50% of
8 remaining cost increase from sources outside of the Health Fund.) If in any plan year, the
9 total premium increase is less than County contribution, that portion of the County
10 contribution will go toward building the Health Fund.

11
12 ~~Dental Plans~~ County pays at County 2001 contribution rate plus CPI-W of the total
13 premium (which includes all premium costs and other applicable administrative costs) and
14 then equally splits any remaining cost of the increase with the employees through payroll
15 deductions. (Employees and the County each pay 50% of remaining cost increase from
16 sources outside of the Health Fund.) If in any plan year, the total premium increase is less
17 than the CPI-W, that portion of the County contribution will go toward building the Health
18 Fund.

19
20 ~~July 1, 2003 Self-Insured Medical Plans~~ County pays at the 2002 contribution
21 rate plus CPI-W of the total premium (which includes all premium costs and other
22 applicable administrative costs) and then equally splits any remaining cost of the increase
23 with the employees through payroll deductions. (Employees and the County each pay 50%
24 of remaining cost increase from sources outside of the Health Fund.) If in any plan year,
25 the total premium increase is less than the CPI-W, that portion of the County contribution
26 will go toward building the Health Fund.

27
28 ~~(HMO) Kaiser~~ County pays at the 2002 contribution rate plus CPI-W and 5%
29 previous year's premium (which includes all premium costs and other applicable
30 administrative costs) and then equally splits any remaining cost of the increase with the
31 employees through payroll deductions. (Employees and the County each pay 50% of

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1 remaining cost increase from sources outside of the Health Fund.) If in any plan year, the
2 total premium increase is less than County contribution, that portion of the County
3 contribution will go toward building the Health Fund.

4
5 **Dental Plans** ~~County pays at the County contribution rate of 2002 plus CPI-W of~~
6 ~~the total premium (which includes all premium costs and other applicable administrative~~
7 ~~costs) and then equally splits any remaining cost of the increase with the employees~~
8 ~~through payroll deductions. (Employees and the County each pay 50% of remaining cost~~
9 ~~increase from sources outside of the Health Fund.) If in any plan year, the total premium~~
10 ~~increase is less than the CPI-W, that portion of the County contribution will go toward~~
11 ~~building the Health Fund.~~

12
13 *CPI-W is defined as the annual percent increase in CPI Portland Urban Wage
14 Earners and Clerical Workers Cost of Living Index- Second Half.

15
16 Employees will pay no more than 10% of the total premium costs in any plan option
17 and any coverage level unless agreed to by the EBB. To the extent the employee's
18 contribution exceeds 10% of the premium, the County will pay the premium excess above
19 the 10% from sources outside of the Health Fund. Employee's contribution shall be based
20 upon a tiered structure with each plan experience rated separately.

21
22 If any one plan option increases more than 25% for a plan year, the EBB will agree
23 to either have the employees pay for the amount of the premium above the 25% or reduce
24 the benefit plan to a level that would reflect no more than a 25% increase level. If no
25 agreement can be reached, the County may agree to either pay for the additional premium
26 or change the benefit plan to a level that would reflect no more than a 25% increase for that
27 plan year.

28
29 Also, if any one plan other than the Major Medical Plan, has less than 5% of the
30 County employees enrolled, the County may remove that plan option at the end of the plan
31 year.

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1 **q. LTD/STD**

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

4 **r. Summary of Governance and Long Term Resolutions**

5 With this agreement, it is the intent of the parties to ~~work towards~~ **continue**
6 developing a cooperative labor-management forum for managing Multnomah County
7 employees' health and welfare benefits. ~~This initial three year agreement begins a~~
8 ~~process where a more responsive forum than previously available can study, evaluate~~
9 ~~and modify the health and welfare benefits for employees.~~ This forum will allow the
10 EBB to effectively address the impact of technology, the escalation of costs, legal
11 mandates, and the need for quality health care. If at such time in the future, the EBB is
12 unable to meet its goals and objectives, thus not meeting the interests of the County or
13 participating unions, the EBB may be dissolved by resolution or by withdrawal of
14 members. It is the intent of the EBB to incorporate this agreement into each collective
15 bargaining agreement of participating bargaining units, subject to the ratification of this
16 agreement by each bargaining unit. Nothing in this Governance Agreement is intended
17 to: waive or modify the rights of participating labor organizations to bargain collectively
18 over health and welfare benefits for their members, at the expiration of this agreement,
19 or prevent withdrawal from this governance agreement, at the expiration of this
20 agreement. Any labor organization that withdraws from this Governance Agreement, at
21 the expiration of this agreement, shall lose its rights to participate in, or vote on, matters
22 governed by the EBB.

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

26 **B. Part-time employees**

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

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1 **C. Retirees**

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

4 **D. "Opt-out": Cash in Lieu of Medical/Vision Benefits**

5 1. **"Opt-out" payment amounts**

6 a. **Full-time employees**

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

11 b. **Part-time employees**

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

17 2. **Loss of non-County coverage**

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

24 **E. Default Enrollment**

25 Full time Employees who fail to submit an enrollment form for "Opt-out" or
26 for the medical/vision and dental benefits plans described in "Section I.A" above within
27 31 days of hire or at other times as determined by the Employee Benefits Office will be
28 enrolled in the County's Major Medical Plan and ODS dental plan by default. Default
29 plans may be other than Major Medical Plan and ODS dental plan, if so authorized by
30 the Employee Benefits Board process. Eligible dependents of such employees may be
31 enrolled in the same plans if the employee submits application within 15 days of

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1 receiving notice of his or her default enrollment. Part-time employees shall be enrolled
2 in the Major Medical Plan or its authorized successor.

3 **F. Eligible Dependents**

4 **1. Spouses and domestic partners**

5 **a. Enrollment**

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

13 **b. Definitions**

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

16 ii. A "domestic partner" is a person with whom the
17 employee:

18 • Jointly shares the same permanent residence for at least six months
19 immediately preceding the date of signing an Affidavit of Marriage or Domestic
20 Partnership; and intends to continue to do so indefinitely, or if registered with the
21 Multnomah County partnership registry, the six month waiting period is waived; and

22 • Has a close personal relationship.

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

24 • Are not legally married to anyone;

25 • Are each eighteen years of age or older;

26 • Are not related to each other by blood in a degree of kinship closer than
27 would bar marriage in the State of Oregon;

28 • Were mentally competent to contract when the domestic partnership
29 began;

30 • Are each other's sole domestic partner;

31 • Are jointly responsible for each other's common welfare including "basic

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

2 **c. Termination of coverage**

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

9 **2. Children**

10 **a. Enrollment**

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

14 **b. Definition**

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

21 **c. Termination of coverage**

22 Employees must remove from coverage a child who has
23 become ineligible because he or she is 23 years old, or for any other reason within 90
24 days of disqualification. Employees who fail to remove an ineligible child within 90 days
25 of disqualification will be required to reimburse the County for any claims paid after the
26 90 day window, or be taxed on the benefit, or both as determined by the Benefits
27 Administrator guidelines and procedures.

28 **G. When Benefits Coverage Begins and Ends**

29 **1. Coverage for new employees**

30 **a. Medical and Dental Benefits**

31 The employee and eligible dependents will be covered by

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

7 **2. Benefits coverage for terminating employees**

8 **a. Retirees**

9 **i. County-subsidized coverage**

10 Benefits options for retirees are provided for in Article
11 16, "Section VI".

12 **ii. Unsubsidized benefits**

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

15 **b. Other terminating employees**

16 **i. County-subsidized coverage**

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

27 **ii. Unsubsidized benefits**

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

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

31 **a. Leaves of less than 30 days**

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1 Employees' benefits coverage will not be affected by unpaid
2 leaves of absence of less than 30 days' duration.

3 **b. FMLA/OFLA leaves**

4 The County will contribute toward medical/vision insurance
5 coverage during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA,
6 the County will contribute to the same benefit plan elected by the employee prior to the
7 approved leave. During unpaid OFLA leave only, the County will not contribute toward
8 medical/vision/dental insurance coverage. In addition, the County will continue the same
9 plan and monthly contributions toward dental insurance coverage as long as legally
10 required contributions toward medical/vision coverage continue. If the employee
11 remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted,
12 the leave will be treated as an unpaid leave of absence per "Subsection c.i" below,
13 except that the last day of FMLA/OFLA leave will be deemed the employee's last day in
14 pay status.

15 **c. Non-FMLA/OFLA unpaid leaves**

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

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

26 **ii. Unsubsidized benefits**

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

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

31 (a) Employees returning from a leave of absence

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

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

10 **II. Other Benefits**

11 **A. Flexible Spending Accounts**

12 **1. Medical expenses**

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

18 **2. Dependent care expenses**

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

23 **B. Life Insurance**

24 ~~Upon signing this agreement the County agrees to provide each employee~~
25 ~~covered by this Agreement with term life insurance in the amount of twenty thousand~~
26 ~~dollars (\$20,000). Employees may purchase supplemental term life insurance coverage~~
27 ~~for themselves, their spouse or their domestic partner consistent with carrier contract(s)~~
28 ~~by payroll deduction. Premiums will vary according to age of the insured.~~

29 ~~On 07/01/02 the County agrees to provide each employee covered by~~
30 ~~this Agreement with term life insurance in the amount of twenty five thousand dollars~~
31 ~~(\$25,000). Employees may purchase supplemental term life insurance coverage for~~

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1 themselves, their spouse or their domestic partner consistent with carrier contract(s) by
2 payroll deduction. Premiums will vary according to age of the insured.

3 ——— On ~~07/01/03~~ the County agrees to provide each employee covered by
4 this Agreement with term life insurance in the amount of thirty thousand dollars
5 (\$30,000). Employees may purchase supplemental term life insurance coverage for
6 themselves, their spouse or their domestic partner consistent with carrier contract(s) by
7 payroll deduction. Premiums will vary according to age of the insured.

8
9 **C. Emergency Treatment**

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

15 **D. Disability Insurance**

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

18 **III. Successor Insurance Plans**

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

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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

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

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

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

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

18 **V. Denied Claims**

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

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

26 C. If an employee's Workers' Compensation claim is under appeal, and he or
27 she is no longer entitled to medical/dental coverage under Article 11, Health and
28 Welfare, he or she will be entitled to continued coverage under federal COBRA law.
29 The duration of such coverage will be for six months or the legally mandated period,
30 whichever is greater, provided that the employee continues to be eligible and pays the
31 premiums as required.

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

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

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

7 **VI. Benefits**

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

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

15 **VII. Borrowing of Sick Leave**

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

ARTICLE 13

WORK SCHEDULES

I. Posting of Work Schedules

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

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

II. Right to Compensation for Regularly Scheduled Hours

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

III. Work Days and Days Off

A. Scheduling Requirements

1. Employees working 40 hours per week

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

1 to a split work week but will be scheduled with two consecutive and one non-
2 consecutive day off.

3 **b. Alternate Work Week Schedules (To be Implemented Jan.**
4 **2002)** Alternate work week schedules are defined as seven (7) consecutive calendar
5 days beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00
6 noon, or beginning on 12:01 p.m. on Friday and ending on the following Friday at 12:00
7 noon; or a work schedule which may vary the number of hours worked on a daily basis,
8 but not necessarily each day, and is four (4) or five (5) consecutive days beginning on
9 12:01 a.m. Monday and ending on the following Sunday at 12:00 midnight. 9-80s would
10 be considered an alternate work week schedule. Article 7 governing holiday observance
11 will apply.

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

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

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

17 **1. Voluntary changes**

18 a. Changes of work days and days off will be considered voluntary
19 if they occur at the employee's request or as a result of shift bidding. During the
20 fourteen day period following the transition from one schedule of work days and days off
21 to another, the provisions of "Section III.A " above will not apply, and, for example, the
22 employee may have split days off.

23 **b. Shift Trading**

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

26 **1. Exchanges do not conflict with a department's**
27 **operational needs;**

28 **2. Exchanges do not require involuntary scheduling**
29 **changes on the part of other employees;**

30 **3. Exchanges do not make the County liable for OT**
31 **under the FLSA.**

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

2. Involuntary changes

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

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

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

IV. Scheduling the Work Day

A. Normal Work Day

1. Employees working forty hours a week

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

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

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

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

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

6 B. **Breaks**

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

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

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

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

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

17 Employees scheduled to work fewer than six hours a day are
18 entitled to one fifteen minute break to be scheduled by management.

19 2. **While working overtime**

20 Employees scheduled to work eight or more hours who are
21 expected to work one and a half or more hours after their scheduled quitting time are
22 entitled to a fifteen minute break at the end of their regularly scheduled work day.

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

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

26 C. **Meal Periods**

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

28 The work schedules of employees working more than six hours in a
29 work day will include a meal period. An employee who has worked eight or more hours
30 in a work day and who works two hours beyond his or her regular quitting time is
31 entitled to a second meal period.

1 **2. Unpaid meal periods**

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

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

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

9 **b. Scheduling**

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

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

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

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

26 **D. Clean-Up Time**

27 Employees occupying labor, trades or craft positions, or whenever it is
28 essential for other employees to clean up or change clothes before being presentable
29 upon leaving work, shall be granted not more than a fifteen (15) minute personal
30 clean-up time prior to the end of each shift. The County shall provide the required
31 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 day in an FLSA work week and make up for those hours by working an equivalent number of additional hours on another day or days in the same FLSA work week. Such scheduling is subject to the approval of management, and regardless of any other provisions of this Agreement, will not result in overtime pay.

VI. Uniform Time Charging Provisions

A. Rounding Rule

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

0 - 7 minutes rounds to 0 hours

8 - 15 minutes rounds to 1/4 hour

B. Applications

1. Lateness

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

2. Working over

An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall

1 be compensated one quarter (1/4) of an hour at the appropriate rate of pay in
2 accordance with Article 14, Compensation.

3 **3. Leaves**

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

6 **4. Work day**

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

ARTICLE 14

COMPENSATION

I. Wage Adjustments

A. July 1, 2001 2004

Effective July 1, 2001 2004 the rates and ranges of employees covered by this Agreement shall be increased three two and three tenths percent (3.0-2.3%). Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Addendum A, Table I. Wage Rates Effective July 1, 2001 2004, which by this reference is incorporated herein.

B. July 1, 2002

1. CPI formula

Effective July 1, 2002 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula as modified by "Subsection 2" below:

2. Reopener

In the event that the County's estimated general fund resources in the executive budget for 2002-2003 2004-2005 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of "Section I.B" above shall not be implemented, and negotiations will commence on or before April 15, 200225 for substitute terms for Article 14, "Section I.B".

C. July 1, 2003

1. CPI formula

Effective July 1, 2003 the rates and ranges of employees covered by this Agreement shall be increased in accordance with the following formula as modified by "Subsection 2" below:

(% increase in CPI) (%)

(Portland Urban Wage) (increase)

1 ~~(Earners and Clerical) = (in each)~~

2 ~~(Workers Index) (wage)~~

3 ~~(Second Half 2001 to) (rate)~~

4 ~~(Second Half 2002)~~

5 ~~The minimum CPI based percentage shall be two and one half~~
6 ~~percent (2.5 %). The maximum CPI based percentage shall be four and a half percent~~
7 ~~(4.5%).~~

8 ~~2. Reopener~~

9 ~~In the event that the County's estimated general fund resources in~~
10 ~~the executive budget for 2003 — 2004 fall fifteen percent (15%) or more below the~~
11 ~~estimated general fund resources in the preceding year's executive budget, the terms of~~
12 ~~"Section I.C" above shall not be implemented and negotiations will commence on or before~~
13 ~~April 15, 2003 for substitute terms for Article 14, "Section I.C".~~

14 **II. Pay Periods**

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

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

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

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

1 and ends four (4) hours later.

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

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

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

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

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

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

20 **IV. Overtime**

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

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

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

29 **B. Double Time**

30 All work performed on an full-time employee's scheduled second or third
31 day of rest will be paid at the rate of two (2) times the employee's regular rate of pay,

provided that an employee who has refused to work a full shift on the employee's first scheduled day of rest will be paid at the rate of one-and-one-half (1 1/2) times his or her normal rate.

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

C. Overtime Administration

1. Computation of overtime - holidays and leaves

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

2. Premium Pay in the Computation of Pay Rates

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

3. Equal distribution of overtime work

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

4. No discrimination

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

5. Discipline for unauthorized overtime

Employees working unauthorized overtime may be subject to discipline.

6. No suspending work to avoid overtime

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

7. Compensatory time

Compensatory time may be accrued by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime

1 pay, an employee may with supervisory approval elect to accrue compensatory time off
2 equal to the applicable overtime rate for each hour of overtime worked, provided:

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

11 **V. Shift Differential**

12 **A. Payment of Shift Premiums**

13 **1. Hours and amounts**

14 The County and the Union recognize that a work week may contain
15 three different shifts: day, swing, and graveyard. The County agrees to pay the following
16 shift premium pay in addition to the established wage rate to employees who are
17 scheduled to work eight or more hours in a work day:

18 **a. Swing shift premium**

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

22 **b. Graveyard shift premium**

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

27 **c. Relief shift premium**

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

30 **2. Definition of relief shift**

31 A relief shift occurs when an employee's work week does not contain

1 four (4) like shifts, i.e., four (4) day shifts; four (4) swing shifts; or four (4) graveyard shifts.
2 Employees assigned to a relief shift schedule are exempt from the provisions of Article 13,
3 "Section I"; however, such employees must be given at least a twenty-four (24) hour notice
4 of shift assignment.

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

6 **1. Inclusion in overtime rate**

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

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

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

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

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

15 **VI. Auto Allowance and Compensation**

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

17 **VII. Deferred Compensation Plan**

18 Subject to applicable federal regulations, the County agrees to provide a deferred
19 compensation plan that provides for payment at a future date for services currently
20 rendered by the eligible employee.

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

22 Any employee receiving unauthorized payments has the obligation to call
23 such error to the attention of his or her supervisor

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

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

31 **IX. On-Call Pay**

On-Call duty assignments

A. Voluntary On-Call

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

B. Involuntary On-call (FLSA Exempt)

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

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

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

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

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

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

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

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

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

14 **A. Joint Labor Management Compensation Committee (the**
15 **Compensation Committee)**

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

21 **1. County**

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

25 **2. Union**

26 The Union Representative and four appointed bargaining unit
27 employees.

28 ~~**B. Compensation Studies And Salaries Adjustments March 1, 2002**~~

29 ~~The compensation studies that have been previously prepared prior to January 1, 2002~~
30 ~~shall be funded during 2001-2002 with salary adjustments effective March 1, 2002. Any~~
31 ~~funding not used for salary adjustments March 1, 2002 shall by mutual agreement be~~

1 ~~carried over to be available July 1, 2003~~

2 | **C. B. July 1, 2001 2004- May 1, 2002 2005 and July 1, 2003 2005**
3 **Increases.**

4 | During the period July 1, ~~2001~~ 2004 – May 1, ~~2002~~ 2005, the committee will
5 identify job families or isolated classifications which would appear to be candidates for
6 closer study based on such specifiable factors as recruitment data, internal alignment data
7 or other factors as mutually agreed by the members of the committee. Based on the
8 classifications identified by the committee to be reviewed, a formal salary survey and
9 classification review will be performed by the County on the classifications identified by the
10 committee. The data resulting from this survey, the funding limitations provided by "Section
11 ~~D~~"C", below, will lead to a County recommendation for increases for effective July 1, ~~2003~~
12 2005. The recommendations will be presented to the Union as completed or no later than
13 May 1, ~~2003~~ 2005. Unless mutually agreed between the County and Union, all such
14 increases will be in fixed "across the board" percentage terms of the June 30, ~~2002~~ 2005
15 rates and ranges for the affected classifications, although the amount of the percentage
16 increases will vary, or may be 0%, depending on the strategy and priorities of the study.
17 For example, the study may recommend a 2% increase on the June 30 rates for a certain
18 classification; this combined with the percentage increase resulting from application of the
19 CPI provision of "Section I" of this article would result in the total percentage increase on
20 the June 30 rates for that classification. The County Recommendation for ~~2003~~ 2005 will
21 be implemented unless modified by mutual agreement during the Committee discussion,
22 or unless the Union notifies the County in writing within 30 days of a recommendation or
23 no later than June 1, ~~2003~~ 2005 that the County Recommendation is rejected, in which
24 case the Default Option cited in "Section D" below will be implemented.

25

26 | **D. ~~July 1, 2002 – May 1, 2003 and January 1, 2004 Increases~~**

27 | ~~During the period of July 1, 2003 – December 1, 2003 the County will~~
28 ~~conduct any needed follow-up study in preparation for the January 1, 2004 increase. No~~
29 ~~later than December 1, 2003, the County will present the Union with the County~~
30 ~~Recommendation for 2004. The County Recommendation will be implemented unless~~
31 ~~modified by mutual agreement during the Committee discussion, or unless the Union~~

1 ~~notifies the County in writing no later than December 15, 2003, that the County~~
2 ~~Recommendation is rejected, in which case the Default Option cited in "Section F" below~~
3 ~~will be implemented.~~

4 **C. Funding and Amount of Increase**

5 **1. March 2002 May 2005**

6 The amount of funding available for the ~~March~~ **May1 2002 2005**
7 County Recommendation shall be no more than one-half (.5%) of one percent of the
8 budgeted base for all positions allocated to this bargaining unit as calculated by the Budget
9 Manager from the Approved Budget for FY ~~2001~~ **2004 - 20022005**, not including any CPI
10 increase for July 1, ~~2001~~**2004**. Costing calculations against this amount will default to Step
11 1 for all vacancies.

12 **2. July 1, 2003 2005 - June 30, 20042006**

13 The amount of funding available for the July 1, ~~2003~~ **2005** County
14 Recommendation shall be negotiated with the 2005-2006 reopener. ~~no more than one~~
15 ~~half percent (.5%) of the budgeted base for all positions allocated to this bargaining unit as~~
16 ~~calculated by the Budget Manager from the Approved Budget for FY 2003 - 2004 not~~
17 ~~including any CPI increase for July 1, 2003. Costing calculations against this amount will~~
18 ~~default to Step 1 for all vacancies. Funding not used July 1, 2003~~ **2005** ~~shall by mutual~~
19 ~~agreement be carried over to be available January 1, 2004~~**2006**.

20 **D. Default Option**

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

26 If the County Recommendations effective for July 1, ~~2003~~ **2005**, are
27 rejected, the County's obligation shall be void with respect to this entire plan except that
28 the CPI increase provided for in "Section I.D" above shall be increased by adding one
29 quarter of one percent (.25%) to the percentage increase resulting from the CPI formula as
30 adjusted.

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

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

5 **XII. Bilingual pay**

6 A differential of **four** ~~three~~ percent (**43%**) over base rate will be paid to
7 employees in positions which specifically require, and who have been directed to
8 translate to and from English to another language (including the use of sign language),
9 as a condition of employment. The proficiency level for interpretation and translation
10 skills will be assigned by management and contained in an employee's individual
11 position description.

12
13 **Effective July 1, 2004 a joint labor-management bilingual pay committee will be**
14 **created with 5 members from the union, appointed by the Local President, and 5**
15 **members from management. The committee will develop guidelines for**
16 **determining bilingual positions; define interpretation and translation skills and**
17 **research cost neutral ways to assist employees who want to develop language**
18 **skills. The Committee will submit its recommendations to the bargaining team no**
19 **later than April 1, 2005.**
20

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** ~~Time in service~~ is measured in accordance with Article 2. ~~(Note that Article 21, "Section II.B.1" provides, "Part-time work within the same or equivalent classification will count on a full-time basis.")~~

1
2 **C. Promotion**

3 **1. Definition**

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

6 **2. Pay adjustments upon promotion**

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

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

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

17 d. If the employee's base pay in the lower range plus one step
18 increase falls within the higher range, the employee will be paid at the step rate which
19 represents at least a one step increase, but less than a two step increase in base pay.

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

23 **3. Anniversary date upon promotion**

24 The employee's anniversary date for wage increases will be the date
25 of a **regular** appointment to the higher classification, unless the employee receives
26 additional seniority credit, such as credit for **continuous, contiguous** temporary service in
27 the higher classification, ~~per the provisions of Article 21.~~

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

29 a. When a regular employee is promoted and does not complete
30 the probationary period for that classification, he or she shall be reinstated to a position in
31 the classification and department from which he or she was promoted. Reference to

probationary period in this section applies to any Local 88 or non Local 88 probationary period in Multnomah County. Employees who do not complete promotional probationary period within the first six months, in a Local 88 position and return within the probationary period to their previous position shall treat such time in the higher class as seniority accrual in the lower class. Employees who do not successfully complete promotional probationary period ~~within the first six months~~ in a non-Local 88 bargaining unit position shall ~~have their time count such time~~ towards their total length of continuous service within the County. ~~as time in the previous position in the lower classification otherwise all such time will not count if an employee returns during a promotional probationary period that was longer than six months~~

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

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

D. Demotion

1. Definition

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

2. Pay adjustments upon demotion

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

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

3. Anniversary dates upon demotion

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

E. Transfer

1. Definition

A transfer, for purposes of payroll administration, is an appointment to

1 another position within the classification held, or to a position in another classification with
2 the same top step. The same rules for step placement and establishing anniversary dates
3 apply whether the transfer occurs within the bargaining unit or from outside the unit.

4 **2. Pay adjustments upon transfer**

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

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

11 **3. Anniversary dates upon transfer**

12 The employee's anniversary date will remain unchanged.

13 **F. Reclassification**

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

16 **G. Reinstatement**

17 **1. Step placement upon reinstatement**

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

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

25 **2. Anniversary dates upon reinstatement**

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

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

30 **A. Work Out of Class**

31 **1. Definition**

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

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

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

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

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

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

19 **B. Temporary Appointments**

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

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

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

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

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

31 c. The employee has the right to return to his or her permanent

position at the end of the appointment without loss of seniority.

2. Appointment to a non-bargaining unit classification

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

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

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

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

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

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

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

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

1 **IV. Reclassification**

2 **A. Definition**

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

8 **B. Procedure**

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

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

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

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

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

22 **C. Pay Adjustments Upon Reclassification**

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

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

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

1 of the new range has risen to exceed the frozen rate of pay, the employee will be paid at
2 the top step rate.

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

5 **D. Resolution of Reclassification Disputes**

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

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

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

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

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

20 **V. Establishing Wage Rates for New Classifications**

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

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

24 1. Subject the classification to a point evaluation in accordance with the
25 Job Evaluation Manual: Multnomah County, prepared by Ralph Andersen and Associates,
26 May 31, 1990.

27 2. Assign a range which is reasonably related to wage ranges for
28 comparable positions within the County but which is no more than 12.28% above or 12.28
29 % below the Policy Pay Line developed during the classification review of 1990 and
30 adjusted for subsequent general increases.

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

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

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

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

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

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

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

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

18 **VI. Market Adjustments**

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

23 **VII. Permanent Arbitrator**

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

ARTICLE 16

PENSIONS

I. PERS Membership

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

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

In accordance with the terms and limitations of ORS 238.350 one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

III. PERS /OPSRP Pick-up

The County shall "pick up" the employee contribution to PERS or OPSRP as permitted by ORS 238.205(5) (a) and ORS 238.330. Should for any reason the ORS 238.205(5) (a) or ORS 238.330 "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-PERS /OPSRP members. Pursuant to ORS 238.205(6) and ORS 238A335(1) and (2) (a), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

IV. OPSRP Employer Contribution. Pursuant to ORS 238A.340, the

employer agrees to make employer contributions to the individual account program of its OPSRP members in an amount equal to 6% of salary.

V. LIBRARY ASSOCIATION OF PORTLAND (LAP) RETIREMENT PLAN

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

VI. Retiree Medical Insurance

A. Definitions

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

B. Right to Participate

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

C. Choice of Plan

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

D. Retiree Responsibilities

The retiree shall be responsible for promptly notifying the Benefits

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

E. Eligibility for County Payment of One Half of Premium

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

1. Payment at 58

The County shall pay one-half (1/2) 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:

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

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

2. Payment at 55 or earlier

The County shall pay one-half (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 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., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if the retiree has directed the County's collection agent to invoice or electronically transfer funds (EFT) from his or her account. The Central Human Resources shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

I. State and Federal Tax Offset

In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such

payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium so that net County costs will remain unchanged.)

ARTICLE 17

DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

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

II. Definition of Cause

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

III. Appeal Rights

A. Written Reprimand

Any permanent, 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 permanent, 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

1 employee's personnel file.

2 **IV. Manner of Accomplishing Reprimands**

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

6 **V. No Abridgement of Rights**

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

ARTICLE 18

SETTLEMENT OF DISPUTES

I. Purpose

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

II. Filing a Grievance

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

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

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

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

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

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

3. Grievances regarding the calculation of seniority will be timely filed

1 according to the provisions of Article 21, Seniority and Layoff, "Section VII.B.1"

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

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

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

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

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

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

15 a. Grievances regarding the calculation of seniority per Article
16 21, Seniority and Layoff, "Section VII.B.1".

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

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

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

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

24 **Step 1. The Immediate Supervisor:**

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

29 There will be a mandatory meeting either at Step 1 or at Step 2 of the grievance
30 procedure to formally discuss the grievance. Unless an exception is agreed upon by
31 the Union and the County, the meeting will be attended by the grievant, the manager

1 and/or supervisor designated by the County, and the steward and/or other Union
2 representative. If the grievance is a class grievance, a representative employee shall
3 be deemed the grievant for the purposes of the mandatory meeting.

4 **Step 2. The Department Director:**

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

10 **Step 3. Labor Relations:**

11 Grievances submitted at Step 3 and grievances unresolved at Step 2 may be
12 presented by the grievant or his or her Union representative to the Labor Relations
13 Manager or his or her designee. Unresolved grievances must be submitted within
14 fifteen days after the response is due at Step 2. Labor Relations will respond in writing
15 to the grievant or his or her Union representative within fifteen days of receipt.

16 **Step 4. Arbitration:**

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

20 After the grievance has been submitted to arbitration, the Union shall request a
21 list of the names of seven (7) arbitrators from the State of Oregon Mediation and
22 Conciliation Service. The Union and the County shall select an arbitrator from the list by
23 mutual agreement. If they are unable to agree on a method, the arbitrator will be
24 chosen by the method of alternate striking of names, the order of striking to be
25 determined by lot. One day shall be allowed for the striking of each name. The final
26 name left on the list shall be the arbitrator. Nothing in this section shall prohibit the
27 Union and the County from agreeing upon a permanent arbitrator or permanent list.

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

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

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

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

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

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

27 **IV. Representation of Employees**

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

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

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

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

B. Stewards

1. Definition and designation

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

2. Processing of grievances by stewards

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

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

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

3. Chief stewards

A chief steward shall be assigned in each department by the Union. When there is no steward assigned to the grievant's work area, the regular steward is

1 unavailable, or by mutual agreement between the Union and the Department, the
2 assigned chief steward may process a grievance in accordance with "Section IV.B"
3 above. When a chief steward is unavailable or by mutual agreement between the Union
4 and the Department, the Union may designate a Union officer to act as chief steward.

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

I. Contracting

A. Limitations on Contracting

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

B. Meeting with the Union

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

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

1 **3. Contracting In. The County and the Union also agree to participate**
2 **in a joint study for the purpose of developing a model which would**
3 **allow the Union the opportunity to bid on work which is being**
4 **considered for contracting out. This model will include both**
5 **quantitative as well as qualitative criteria for consideration and**
6 **evaluation.**

7 **C. No Interference with Contract**

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

15 **II. Intergovernmental Agreements**

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

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

25 A. The County and the Union recognize the provisions of ORS 236.610 through
26 236.650 in the event an employee of the County is transferred to another public employer
27 as defined under ORS 236.610(2) for reason of merger, consolidation or cooperation
28 agreement.

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

4 **IV. Volunteers**

5 The County shall have the right to use volunteers at any time for any purpose. If a
6 volunteer program is instituted which the Union reasonably believes may lead to employee
7 layoffs, the County shall at the Union request meet and confer concerning alternatives
8 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

1 employee's participation shall be assumed by the County.

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

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

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

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

13 **III. Performance Evaluation**

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

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

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

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

22 **IV. Organizational Excellence**

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

27 **A. Joint Training**

28 Joint training shall be provided on an annual basis to all shop stewards
29 and representative managers and supervisors on matters related to contract
30 administration and the management of problem employees and teams. The purpose of
31 this training will be to develop mutual understanding of basic processes and roles.

1 Additionally, to support team development and Quality initiatives, such training will
2 involve appropriate group process and Quality components.

3 **B. Employee Participation and Teams**

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

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B. Continuous Service:

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

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

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

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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.

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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

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1 same duties, authority, and responsibility.

2 E. Classification Previously Held:

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

5 F. Regular Employee:

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

9 G. Regular position:

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

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13 H. Lateral Classification:

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

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16 I. Affected by Layoff:

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

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19 J. Permanent Appointment:

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

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23 II. Seniority

25 A. Seniority will be determined as follows:

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

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

31 3. It shall be broken by lot in a manner to be determined by

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Central Human Resources.

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 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 that exceeds thirty (30) days shall count.

7. When a layoff exceeds 30 days, no time spent on layoff will count.

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

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

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

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

III. Layoff Rules

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a. Prior to permanent appointment ¶

All continuous, contiguous service that meets the following guidelines shall count:¶

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2. Service with duties substantially the same as the classification to which the employee is appointed. The determination of whether the duties were "substantially the same" must be a reasonable one on the part of the County.

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

A. Reassignment of Regular Employees During a Layoff

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

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

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

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

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

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

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

4. Layoff.

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B. Voluntary layoff, bumping, or reduction in hours

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

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Central Human Resources. Where more than one option exists, the employee shall list his or her preference(s) in rank order.

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

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

C. Non-Regular Employees during a Layoff

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

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

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

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D. Layoff Processing for Employees on a Leave of Absence

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Without Pay

1. Employee notification

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

2. Use of positions during the layoff process

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

3. Return from family medical leave without pay

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

4. Return from other leave without pay

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

5. Recalculation of seniority after leave of absence without pay

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

E. The Bumping Process

Vacancies that are created and approved by the Board of County Commissioners to be effective the day following the layoff date shall be

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1 treated as vacancies available during a layoff process.

2 1. Bumping process shall occur in the following order:

3 a. Reassignment of employees to vacant positions within

4 the employees current department, if available, will always take precedence over

5 their bumping another employee; where multiple vacancies are available within the

6 employees current department, the County will take into account the employee's

7 preferences for shift assignment, part-time or full-time status, work location, and

8 work assignment to the extent practical prior to reassignment of the employee to a

9 vacancy. An employee who is offered options must indicate a preference within

10 three working days of receipt of notice of the options in order to exercise that

11 option.

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12 b. If bumping is necessary, the least senior employee in

13 the affected classification in the department will be bumped. If there is no

14 employee with less seniority in the classification in the department, then

15 assignment to a vacant position in the County in the affected classification, if no

16 vacant position, then the least senior employee in the affected classification in the

17 County will be bumped.

18 c. If there is no employee in the classification in the

19 County with less seniority then the employee will be bumped to a classification

20 previously held. If the employee held more than one previous classification, order

21 shall be to the previous class held and so forth. Employee bumping rights includes

22 right to bump into a previous classification with a higher maximum salary only if the

23 higher salary rate of the previously held class is due to a salary adjustment for that

24 class resulting from a classification /compensation study and the employee moved

25 from the class as a result of a lateral transfer, promotion or reclass. If an employee

26 bumps to a classification previously held and did not complete the probationary

27 period in the class, employee will be required to complete probation according to

28 the terms of Article 2, Section JX.

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29 d. Full time employees will be reassigned only to full time

30 positions and part time employees will be reassigned only to part time positions,

31 unless reassignment to the other status is the only available option other than

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1 layoff.

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

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

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

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

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

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

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31 IV. Notice and Recall List

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1
2 A. Employees who are subject to reassignment, demotion, or layoff
3 pursuant to the provisions of this article shall receive a notice in writing at least
4 fifteen days prior to such action. The notice shall state the reason for the action
5 and shall further state that the action does not reflect discredit on the employee.
6 The Union will be provided a copy of the notice.

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

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

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

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

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

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

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

31 D. Employees who are reassigned to positions in the same

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classification, resign, or elect to retire will not be placed on recall lists.

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

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

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

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

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V. Recall

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

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or her term of eligibility.

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

VI. Seniority Application

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

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

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

Deleted: B. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to "Section II.B" of this article, shall be used to determine vacation selection in accordance

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VII. Posting Process

A. Seniority List Posting

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

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B. Seniority List Appeal Process

1. Errors on new lists

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

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with respect to seniority accrued since July 1, 1998.

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

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

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

IX. Special Provisions to Save Employees From Layoff

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

X. Effective Date

The provisions of this Article shall become effective on November 1, 2004.

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1 The Memorandum of Agreement (Countywide Classification – Seniority Rights)
2 signed on October 8, 2003 shall remain in effect until October 31, 2004. Any
3 layoff actions which have been initiated prior to November 1, 2004, by notice to
4 affected employees, will be completed under the terms of the Memorandum of
5 Agreement of October 8, 2003.
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b. After permanent appointment

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.

in an equivalent classification.

12. 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 months. Time spent on a trial service period after lateral transfer that is not completed will be counted toward the previous classification.

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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:

A. Any such rotation plan shall be posted ten (10) days in advance with a copy provided to the Union.

B. 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)

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

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

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

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

III. **Permanent Shift/Work Assignment**

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

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

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

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

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

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

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

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

IV. Transfers

Following the work assignment process within a Department, if the classification is utilized elsewhere in the County, the three employees who are currently assigned to and have the most seniority in the job classification, who are qualified for and interested in the specific position, shall be interviewed for the vacancy, provided they have requested consideration for a transfer as required under Multnomah County Personnel Rule (MCPR) 5-20.

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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.

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V. Trial Service Periods

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

VI. Work Unit and Work Assignment Determination and Specification

A. Departmental Determination

Each Department, either directly at the Departmental level, or by delegation, shall determine the work units and work assignment structure of its

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

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

B. Listing of Units

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

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ARTICLE 23
PERSONNEL RULES AND RECORDS

I. Personnel Rules

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

II. Personnel Records and Information

A. Definition

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Central Human Resources and/or by the employee's department or division.

B. Access to Personnel File Materials

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

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

C. Removal of File Materials

1. Letters of reprimand

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

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

2. Letters imposing other discipline

a. Single disciplinary acts

A single letter imposing discipline more severe than a letter of reprimand which is more than five years old will be removed from an employee's

1 personnel file upon his or her request.

2 **b. Multiple disciplinary acts**

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

ARTICLE 24

GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income or family status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

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

B. Legally Prohibited Discrimination and County Complaint Procedure

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

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

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

B. Sexual Harassment Prohibited

No employee(s) shall be subjected to unwelcomed sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature

1 that is offensive, hostile or intimidating that interferes with the work performance of such
2 employee(s).

3 **III. Rules**

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

6 B. The County will provide new employees a copy of the Agreement and
7 applicable rules at time of hire.

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

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

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

16 **IV. Changes in Existing Conditions**

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

- 19 1. Consistent;
20 2. Clearly acted upon; and
21 3. Readily ascertainable over a reasonable period of time as mutually
22 accepted by the parties.

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

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

30 D. No payment of monies made in error, or not authorized by proper
31 authority, shall be considered an existing condition. Such payments shall be governed

by Article 14, "Section VIII".

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

V. Uniforms and Protective Clothing

A. Application to Employees Generally

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

B. Coveralls and Boots

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

VI. Loss of Personal Property

A. Procedure for Advancing Claims

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

B. Exclusion of Personal Vehicles

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

ARTICLE 25
SAVINGS CLAUSE AND FUNDING

I. Savings Clause

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

II. Funding

The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise

precluded by State or Federal law or administrative regulation.

ARTICLE 26
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code Chapter 9 3-10 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.

1
2 **ARTICLE 27**
3 **TERMINATION**

4
5 This Agreement shall be effective as of the First day of July, 2001,2004 unless
6 otherwise provided herein, and shall remain in full force and effect through the 30th day
7 of June, ~~2004-2006~~, subject only to a reopener for article 14 Compensation.
8 Negotiations for said reopener shall commence no later than April 1st of each year
9 of this agreement. This agreement and shall be automatically renewed from
10 year-to-year thereafter, unless either party shall notify the other in writing no later than
11 January 31, ~~2004~~, 2006 that it wishes to modify the contract for any reason. The
12 contract shall remain in full force and effect during the period of negotiations.
13

1
2 **ADDENDUM A**
3 **CLASSIFICATIONS INCLUDED IN THE**
4 **BARGAINING UNIT**
5 **WITH PAY RANGES**

6
7 **I. Listing of Classifications**

8 Classifications included in the bargaining unit are listed by title in Table I.
9 Bargaining Unit Classifications and Wage Ranges, July 1, ~~2001~~. **2004**.

10 It is understood between the parties that the attached listings of bargaining
11 unit classifications and pay ranges are a good faith effort at a comprehensive listing of
12 all classifications and salary ranges in effect on July 1, ~~2001~~. **2004**. These listings are
13 subject to correction if errors in inclusion, exclusion or calculation are discovered.

ADDENDUM B
LEAD WORKER ASSIGNMENT AND PAY

I. Duties Defined

A Lead Worker assignment involves certain limited supervisory and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers typically spend a substantial portion of their time in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. **Lead Workers shall not issue oral reprimands. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any** The involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 20, "Section III.D".

II. Assignment, Selection, Modification, and Termination

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

~~;~~ provided, however, that ~~An~~ employee continuously assigned as a Lead Worker for one year or more shall be given ten (10) days notice prior to the termination of such an assignment. **A copy of the termination notice will be simultaneously given to the Union.** Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days

notice, with notice to the union of such change. All lead worker assignments will be reviewed for continuation at least annually.

III. Pay

When in the judgment of the County:

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

Alcohol & Drug Evaluation Spec./Lead - 5.0%

Animal Care Technician/Lead - 10.0%

Animal Control Officer/Lead - 5.0%

Animal Health Technician – 10.0%

Background Investigator/Lead – 5.0%

Basic Skills Educator/Lead - 6.8%

Blacksmith/Lead – 10%

Bridge Maintenance Mechanic/Lead - 6.0%

Business Analyst/Senior – 5.0%

Carpenter/Lead ~~4.8%~~ **9.0%**

Carpenter/Locksmith/Lead – 4.8%

Case Management Assistant/Lead - 5.0%

Case Manager 1/Lead - 5.0%

Case Manager 2/Lead - 5.0%

Chemical Applicator Operator/Lead - 5.0%

Community Health Specialist 2 – 5.0%

Community Works Leader/Lead - 6.8%

Corrections Counselor/Lead - 6.8%

Corrections Hearings Officer/Lead – 6.0%

Corrections Technician/Lead - 6.8%

1	County Attorney Office Assistant/Lead – 10.0%
2	Data Analyst/Lead - 5.0%
3	Dental Assistant/Receptionist/Lead - 4.0%
4	Disease Intervention Specialist – 5.0%
5	Driver/Lead - 5.0%
6	Eligibility Specialist/Lead - 5.0%
7	Environmental Health Specialist/Lead – 5.0%
8	Equipment/Property Technician/Lead - 7.5%
9	Facilities Maintenance Worker/Lead - 6.0%
10	Facilities Specialist 2 – 9.0%
11	Facilities Specialist 3 – 9.0%
12	Facility Security Officer/Lead -12.0%
13	Family Intervention Specialist/Lead - 5.0%
14	Finance Technician – 5.0%
15	Fleet Maintenance Technician 3 – 10%
16	Health Assistant/Lead - 5.0%
17	Health Educator/Lead - 5.0%
18	Jail Steward/Lead - 6.7%
19	Juvenile Counseling Assistant – 6.8%
20	Juvenile Counselor/Lead - 6.8%
21	Juvenile Custody Services Specialist/Lead -6.8%
22	Juvenile Records Technician/Lead - 5.0%
23	Learning Systems Analyst/Senior – 5.0%
24	Legal Assistant/Lead - 10.0%
25	Librarian – 7 %
26	Library Assistant – 7.0%
27	Library Clerk/Lead – 7.0%
28	Library Materials Processor/Lead - 11.0%
29	Library Page – 7.0%
30	Marriage and Family Counselor/Lead - 6.0%
31	Mental Health Consultant/Lead - 5.0%

- 1 **Network Administrator – 5.0%**
- 2 **Network Administrator, Sr. 5.0%**
- 3 Nutritionist/Lead - 5.0%
- 4 Pharmacy Technician/Lead – 5.0%
- 5 Program Development Spec./Lead - 5.0%
- 6 Property Appraiser / Personal/ Lead - 5%
- 7 **Property Appraiser/Real/ Lead – 5%**
- 8 Purchasing Specialist 2/Lead - 6.0%
- 9 Research/Evaluation Analyst/Senior/Lead – 6.0%
- 10 Resident Supervisor/Lead – 5.0%
- 11 Sewing Specialist/Lead – 5.0%
- 12 **Social Worker – 5.0%**
- 13 Support Enforcement Agent/Lead - 10%
- 14 **Systems Administrator, Sr – 5.0%**
- 15 Telecommunications Specialist/Senior/Lead – 5.0%
- 16 **Transportation Project Specialist – 5.0%**
- 17 **Vector Control Specialist – 5.0%**
- 18 **Veterans Services Officer – 5.0%**

ADDENDUM C
PREMIUM PAY AND OTHER SPECIAL PROVISIONS

ALL DEPARTMENTS:

I. Commercial Drivers License (CDL)

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

A. License Fees and Expiration

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

B. Written Examination

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

C. Skill (hands-on) Examination

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

Division of Motor Vehicles equipment necessary for the taking of the skill examination for the required license.

D. Physical Exams

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

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

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

F. Status of License

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

G. Exemptions

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

OFFICE OF THE DISTRICT ATTORNEY

I. Office of the Medical Examiner

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

B. Deputy Medical Examiners are:

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

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

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

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT (DSCD)

Department of Business and Community Services (DBCS):

I. Transportation Division and Other DBCS DSCD Divisions

A. CDL Drivers

For provisions governing CDL licensure, see "Section I, All

Departments," above.

B. Emergency Conditions

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

C. Clothing and Equipment

1. Tools

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

2. Coveralls and boots

All Bridge Maintenance Mechanics, Striper Operators, Maintenance Workers, **Maintenance Specialist (MS) Apprentices, MS 1, MS 2, and MS Seniors**, ~~Maintenance Crew Leaders, Truck Drivers, and Heavy Equipment Operators~~ in the **Land Use and** ~~Transportation Division~~ 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 the **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 ~~eighty-five dollars (\$85)~~ **ninety five dollars (\$95)** for work shoes or boots. ~~The maximum annual reimbursement shall be ninety dollars (\$90) effective July 1, 2002, and ninety five dollars (\$95) effective July 1, 2003.~~ 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 chemical, will be paid a five percent (5%) premium for each hour worked applying the license required chemicals.

2. 8. ~~Vactor~~ Enductor (Vactor) Truck

~~Truck Drivers~~ The Maintenance Specialist 1 assigned to as the designated operator of operate the Enductor (Vactor) Truck ~~Vactor~~ will receive premium pay at the rate of ~~forty-five (45¢) per hour. Effective July 1, 2003, the premium pay will be~~ of fifty cents (\$.50) per hour.

3. 2. 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 ~~Heavy Equipment Operator~~ Maintenance Specialist 2 will be paid a premium of the lesser of fifteen percent (15%) of base pay or the first step of the ~~Heavy Equipment Operator~~ 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. 3. Height Time Bonus Pay

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

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

5. 4. Rock Crusher

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

6. 5. Scoop

Maintenance Workers for hours assigned to operate the "~~scoop~~" **small loaders (rubber tire loaders less than two (2) cubic yards)** will receive premium pay at the rate of ~~forty-five cents (\$.45)~~ **fifty cents (\$.50)** per hour. Effective July 1, 2003, the premium pay will be ~~fifty cents (\$.50)~~ per hour.

6. ~~Truck driver compensation~~

~~As a recognition for the elimination of Addendum E, "Section B, subsections 2, 3, 4 and 9" of a prior Agreement, thirty cents (30¢) has been added to the hourly rate of the Truck Driver Classification.~~

7. ~~Trucks over 26,000 GVW~~

~~A Maintenance Worker in the Road Maintenance or Bridge Section will be paid a five percent (5%) premium for all hours assigned to drive a truck over 26,000 GVW. Only persons with a valid and appropriately endorsed Commercial Drivers License will be assigned to drive those CDL required trucks.~~

7. 9. Tractor Mounted Roadside Mower

Maintenance Workers assigned to operate a tractor mounted roadside mower will receive premium pay at the rate of ~~forty-five cents (\$.45)~~ **fifty cents (\$.50)** per hour. ~~Effective July 1, 2003, the premium pay will be fifty cents (\$.50) per hour.~~

DEPARTMENT OF SUPPORT SERVICES

~~(Note, was at the end of this addendum, following Health Services, move to fall within department of DBCS.)~~

Division of Assessment

~~Appraisers who receive a professional designation approved by the Director of the Division of Assessment (approved designation includes but is not limited to those~~

~~from the International Association of Assessing Officers, The American Institute of Real Estate Appraisers, The Society of Real Estate Appraisers, and the American Society of Appraisers), shall be entitled to a premium of 5% of their base rate of pay so long as they continue to remain qualified for and continue to possess the professional designation~~

DEPARTMENT OF HEALTH SERVICES:

Agreed Upon Variances

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

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

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

I. Purpose

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

II. Agreement

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

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

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

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

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

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

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

ADDENDUM E
AUTO REIMBURSEMENTS AND TRANSIT SUBSIDIES

I. Auto Allowance

A. Payment

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

B. Incidental Use

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

C. Condition of Employment Use

1. Designation

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

2. Payment

Upon signing of this Agreement an employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of ~~forty dollars (\$40.00)~~ **fifty dollars (\$50.00)** per month, ~~twenty dollars (\$20.00)~~ **twenty-five dollars (\$25.00)** per month for part-time employees. ~~On July 1, 2002 the base rate reimbursement will be increased to fifty dollars (\$50.00) for full-time employees and twenty-five (\$25.00) for~~

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

5 D. Payment Rules for Alterations in Work Site

6 1. Temporary reporting place

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

16 2. Secondary reporting place

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

24 II. Incidental Parking

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

29 III. Bus Pass

30 A. Statement of Purpose

31 For the purposes of encouraging employees to use mass transit as part of

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

6
7 B. Scope of Subsidy

- 8 1. The County will provide a 100% subsidy for employee bus passes.
9 However, the County may require that the employee pay a percentage if
10 the County's subsidy exceeds the IRS standard for a de minimis employee
11 benefit.

12 It will be the employee's responsibility to obtain the necessary Photo ID
13 from Tri-Met. Instructions for obtaining the photo ID will be available
14 through Employee Benefits and will be included in new hire packets.

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

17
18 C. Procedural Requirements

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

ADDENDUM F
DEPARTMENT OF LIBRARY SERVICES

The terms of the ~~2001-2004~~ **2004-2007** Agreement shall apply except as indicated below:

Article 7. Holidays

I. Observed Christmas and New Year Holidays

a. In ~~2001-02~~: 2004-2005

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

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

b. In ~~2002-2003~~: 2005-2006:

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

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

c. In ~~2003-04~~: 2006-2007:

(1) The Central Library and the branch libraries will observe the Christmas Eve holiday on ~~Wednesday~~, **Sunday**, December 24; the Christmas holiday on

Thursday, **Monday**, December 25; and the New Year holiday on Thursday, **Monday**, January 1, 2007.

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

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

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

Article 13. Work Schedules

The terms of this article shall apply except:

Section III. Work Days and Days Off

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

Section IV. Scheduling the Work Day

~~_____ The provisions of "Section A" shall not apply. Employees may be scheduled for a shift which is either split or continuous. When an employee is required to work a split shift in one work day in which he/she is required by the Library to be off work for two (2) or more working hours between shift segments which total eight (8) hours or more, the second part of the shift shall be paid at time and one half (1 1/2) times the regular rate of pay.~~

Article 14. Compensation

The terms of this article shall apply except:

1 **1. Shift Differential**

2 Payment of shift differential as provided by "Section V" shall not apply.
3 **However, the Library acknowledges that work hours past six p.m. may require**
4 **sacrifice on the part of employees. The Library will pay an hourly premium of**
5 **\$0.75 for all hours worked after six p.m. until close of business.**

6
7 **2. Librarians: Special Hiring and Promotion Provision**

8 **a. Hiring classification**

9 ~~Any newly hired Librarian determined by management to have two (2)~~
10 ~~years of relevant professional experience as a Librarian shall be hired into the Librarian-2~~
11 ~~classification at Step 3; those with at least one (1) year of relevant experience, but less~~
12 ~~than two (2), shall be hired at Step 2; those with no experience or less than one (1) year~~
13 ~~of relevant experience shall be hired at Step 1.~~

14
15 **Article 15. Classification and Pay Ranges**

16 **The terms of this article shall apply except:**

17 **Section III— Temporary Work in a Higher Classification**

18 **a. Pages replacing library clerks**

19 ~~Because of the distinct nature of the jobs, any Library Page who replaces~~
20 ~~a Library Clerk who is absent from work shall be paid working out of class pay for all~~
21 ~~hours worked in the higher classification.~~

22 **a. b Librarian or Library Assistant performing limited supervisory**
23 **duties**

24 It is recognized that in those branch libraries without both a supervisor
25 and/or administrator/manager a Librarian or Library Assistant may in the absence of the
26 supervisor perform such limited supervisory tasks as approving leaves of absence and
27 overtime, coaching employees, documenting performance and/or documenting
28 disciplinary matters, handling worker's compensation incidents, coordinating the
29 recruiting and hiring process, responding to facility emergencies and serving as the
30 contact person for administrative staff. When the period of performance of such limited
31 supervisory duties is forty (40) hours or more, the an employee in the Librarian

classification shall be paid a five percent (5%) work out of class differential; an employee in the Library Assistant classification shall be paid according to the provisions of Article 15, Section III A. 2.

Addendum B. Short Term Lead Worker Assignment and Pay

The terms of this addendum shall apply except:

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

Article 16. Pensions

LAP Retirement Plan (LAP 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.~~

Article 21. Seniority and Layoff

~~The terms of this article shall apply except:~~

1. Job Security for Library Clerks

~~In order to afford Library Clerks more job security in event of layoff, the County agrees for the purpose of recall rights in the event of layoff to establish joint layoff lists in seniority order for the following classifications on a Countywide basis:~~

~~Office Assistant 2 and Library Clerk~~

~~For example, in application of this term, a laid off Library Clerk could be recalled for a vacant Office Assistant 2 vacancy elsewhere in the County. Conversely, a laid off Office Assistant 2 could be recalled to a vacancy in the Library. Such recalls are subject to all other provisions of Article 21, including, but not limited to, the qualification requirements of Article 21, "Section V.A".~~

Article 22. Shift and Work Assignment

The terms of Article 22, "Section III" shall not apply.

1. Lateral Transfers and Voluntary Demotions

~~The Library will maintain an internal posting process for lateral transfer and voluntary demotion. (Note: More detailed information on applying for positions may be obtained from the Library's human resources office.)~~

2. Shift Trading

~~Shift trading will be allowed between employees providing the trade:~~

~~1) Does not conflict with operational needs;~~

~~2) Does not require involuntary schedule changes on the part of other employees; and~~

~~3) Does not make the County liable for overtime under the federal Fair Labor Standards Act.~~

Article 27. Termination

The terms of this article shall apply except:

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

ADDENDUM G
DEPARTMENT OF
COMMUNITY JUSTICE SERVICES

I. Pension

~~Employees allocated to the classification of Probation and Parole Officer shall be deemed police officers for purposes of ORS 237.610.~~

II.I. Scheduling

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

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

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

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

III. Holidays

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

1 **IV. Mixed Shifts**

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

7 **V. Maintenance Crew Leader**

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

10 a. Work boots will be reimbursed up to \$100.00 annually. The boot must
11 meet Forest Service standards. Employees may have their old boots resoled instead of
12 buying a new pair. The same maximum reimbursement standard applies. Staff who
13 choose to not purchase their own work boots may use client boots from the Forest
14 Project.

15 b. Daypacks will be reimbursed up to \$50.00 annually. The pack must be
16 capable of carrying the necessary safety items for daily field trips. Staff who choose not
17 to purchase their daypacks may use one of the Forest Project daypacks.

18 c. Rain gear will be reimbursed at a maximum of \$200.00 every two years.
19 Staff who choose to not purchase their own rain gear may use County issued rain gear
20 from the Forest Project.

21 d. In order to qualify for reimbursement, employees must average 30% time
22 in the field with crews. Reimbursed equipment shall be considered property of the
23 County. Employees leaving County employment may purchase their boots at a pro-
24 rated cost.

ADDENDUM H

DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. Holders of Commercial Drivers Licenses

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

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

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

B. Work Rules

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

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers

for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

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

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

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

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

Employees shall:

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

3. Fitness for duty

Employees shall:

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

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

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

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

1 while on FMLA leave.

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

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

14 **4. Cooperation with Policy Administration**

15 Employees shall:

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

21 • Provide within twenty four (24) hours of request a current
22 valid prescription in the employee's name for any drug or medication which the
23 employee alleges gave rise to reasonable suspicion of being under the influence of
24 alcohol or drugs.

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

28 • Complete any assessments or treatment programs required
29 under this Policy.

30 • Sign a waiver upon request authorizing treatment providers
31 to disclose confidential information necessary to verify successful completion of any

assessment or treatment program required under this Policy.

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

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

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

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

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

4. In instances in which the County determines that an employee's

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

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

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

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

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

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

D. Mandatory Assessment and Treatment

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

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

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

E. Return to Work Testing

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

IV. Testing

A. Basis for Testing

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

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

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

B. Establishing Reasonable Suspicion

1. Definition

"Reasonable suspicion" is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment,

1 difficulty concentrating, theft from office or from other persons, unexplained absences
2 during office hours, or employee's admission of use of prohibited substances.

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

9 **2. Supervisory training**

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

14 **3. Additional precautions**

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

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

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

23 c. Except in field or shift circumstances which render contact
24 difficult, no supervisor shall refer an employee for a drug or alcohol test based on
25 "reasonable suspicion" unless the supervisor has consulted with another supervisor or
26 managerial person regarding the grounds for the suspicion.

27 **C. Testing Methodology**

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

2. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

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

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

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

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

V. Definitions

A. Alcohol:

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

B. Controlled Substance:

All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase,

transfer, use, or possession is prohibited or restricted by law.

C. County:

Multnomah County, Oregon.

D. Drug Paraphernalia:

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

E. Drug Test:

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

F. Drugs:

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

G. Medical Review Officer (MRO):

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

H. On Duty:

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

I. Prescription Medication:

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

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

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

4 K. Substance Abuse Professional (SAP):

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

9 L. Under the Influence of Alcohol:

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

11 M. Under the Influence of Drugs:

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

13
14 LAST CHANCE AGREEMENT

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

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
22 inpatient or outpatient rehabilitation program approved by the Employer. I fully
23 understand that should I fail to complete either the inpatient or outpatient
24 program, my employment with The Employer will be terminated.

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

3. I understand that the signing of this agreement shall allow the Employer the right to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.

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

5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.

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

7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the Drug and Alcohol Policy and/or this agreement.

8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is cause for termination.

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

Disciplinary Action

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

Personal Commitment

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

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

(Employee) (Date)

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

(Labor Representative) (Date)

(Employee's Immediate Supervisor***) (Date)

(Multnomah County (Date)

Labor Relations, if applicable*)

Footnotes:

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

** Always necessary.

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

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ADDENDUM I

OFFICE OF THE SHERIFF (MCSO)

I. Sign-Up

A. Vacation

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

B. Shift and Vacancy

1. Counseling unit Programs Unit

Filling a vacancy that occurs as a result of a change in work assignment within the work unit, a change in shift, or as a result of a vacancy (as defined by Article 22, I, A through D.) shall be based on job class seniority. ~~(as defined by County and Local 88 approved lists).~~ Work Assignment is defined as work site location which is a MCSO facility (MCDC, MWRC, MCCF, 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).

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

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2. Auxiliary services unit

ADDENDUM I, OFFICE OF THE SHERIFF (MCSO)

1 The provisions of Article 22 shall apply except as follows:

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

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

9 **3. Facility security unit**

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

12 **4. Records unit**

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

16
17 **5. Other units**

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

20 **II. Shift Trades (Time Exchanges)**

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

23 **III. Uniforms**

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

ADDENDUM J

SCHOOL BASED EMPLOYEES

The purpose of this addendum is to set forth certain understandings between the parties concerning terms applicable to the limited duration layoff, summer on-call employment, and recall of employees in the Health Department and Department of Community and Family Services who work in School Base positions.

Summer Layoff

Local 88 bargaining unit members in School Based positions who perform on-call work for the County while on limited duration layoff during summer school shall be paid at the same step in the range that they held when the limited duration layoff took effect. They shall in addition receive a seventy five cent (\$.75) per hour premium in lieu of benefits for all such on-call hours worked.

Employees who individually express particular desire for summer on-call work within their normal classification while on such limited duration layoff shall normally be called first for such on-call work. However, the parties understand that all employees on layoff remain available for and generally willing to work; further, that management retains the right to call an employee who has not expressed such desire if it determines that such would best serve County operational needs. Expressions of desire shall be in writing to the School Based Health Manager or, for affected Behavioral Health employees, the CFS Behavioral Health Administrator. An employee may refuse to work on-call work that is offered, with the understanding that such refusal may affect eligibility for unemployment compensation.

When implementing limited duration layoff or recall from 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

1 ~~general school based health summer layoff or recall, as determined by the School~~
2 ~~based Manager or CFS Behavioral Health Administrator. In addition, such employees~~
3 ~~will accrue seniority and be eligible for medical and dental insurance coverage as~~
4 ~~though they were laid off or recalled in accordance with normal layoff or recall~~
5 ~~procedures.~~

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

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

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

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

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

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

29 **F. Deviation from Seniority Order for Layoff or Recall/Effect on**
30 **Seniority and Insurance Benefits. When implementing limited duration layoff or**

1 recall from such layoff the County may deviate from the normal order of seniority
2 layoff or recall otherwise required by the parties' collective bargaining
3 agreement. Such deviation shall not be for a period exceeding seven (7) calendar
4 days. A more senior employee who would have been retained or recalled but for
5 the departure from normal seniority order of layoff or recall may use vacation or
6 leave without pay for the period between the date he or she would have bumped
7 or been recalled under normal procedures and the effective date of the general
8 school based health summer layoff or recall as determined by the School Based
9 Manager. In addition, such employees will accrue seniority and be eligible for
10 medical and dental insurance coverage as though they were laid off or recalled in
11 accordance with normal layoff or recall procedures.

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

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

30 I. Layoff or Carryover of Accumulated Vacation. Notwithstanding any

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

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

22 K. Alternative Compensation. The Board of County Commissioners
23 may adopt and implement a uniform policy whereby employees who transfer or
24 are newly hired into the school based program are required as a condition of
25 such transfer or hire to sign an agreement accepting the payment of County
26 medical and dental insurance premiums in lieu of government unemployment
27 insurance payments during the period of a limited duration layoff due to summer
28 closure.

29 L. Alternative Benefits. If the State of Oregon adopts a law which
30 uniformly disqualifies employees on a limited duration layoff from receiving

1 unemployment insurance, even if they are available for and actively seeking
2 suitable interim employment, the County and Union agree to meet to negotiate
3 over the terms of possible alternative benefits or compensation to cover that
4 period of unemployment. This shall be construed only as contractual
5 authorization for such a policy. This shall not be construed as a purported
6 waiver by the union of individual employee rights under the Oregon
7 unemployment compensation statute.

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

21 N. The County agrees to apply for the "teachers waiver" so that
22 employees laid off as the result of limited duration layoff who are rehired within
23 90 days will be reinstated with supplemental life and short term disability
24 insurance that was in force at the time of layoff.

25 O. Any dispute over the meaning, interpretation or application of this
26 ~~Memorandum of Agreement Addendum~~ shall be resolved through the grievance
27 procedure set forth in Article 18 ~~of the 2001-04 agreement~~.

28
29 Holidays:

30 Notwithstanding the provision of Article 7, members of the bargaining unit

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

8 **Seniority and Layoff:**

9 ~~(a) Bumping by and recall of bargaining unit members who are not regularly~~
10 ~~assigned to the School Based Health Program/School Based Mental Health Program~~
11 ~~into positions in that program shall be limited to vacant positions. For purposes of this~~
12 ~~subsection, a position is not "vacant" if an employee of the School Based Health~~
13 ~~Program/School Based Mental Health Program is on the recall list for the classification~~
14 ~~encompassing the position or if another School Based Health Program/School Based~~
15 ~~Mental Health Program employee is placed in the position through a demotional bump~~
16 ~~or reassignment into the position.~~

17 ~~(b) Bumping by or recall of bargaining unit members who are regularly assigned~~
18 ~~to the School Based Health Program/School Based Mental Health Program shall be~~
19 ~~limited to positions inside the School Based Health Program/School Based Mental~~
20 ~~Health Program, if the County declares in writing at the time layoff notice is given to the~~
21 ~~affected employee that the layoff is of limited duration due to summer school closure.~~

22 ~~(c) The Board of County Commissioners may adopt and implement a uniform~~
23 ~~policy whereby employees who transfer or are newly hired into the School Based Health~~
24 ~~Program/School Based Mental Health Program are required as a condition of such~~
25 ~~transfer or hire to sign an agreement accepting the payment of County medical and~~
26 ~~dental insurance premiums in lieu of government unemployment insurance payments~~
27 ~~during the period of a limited duration layoff due to summer closure declared pursuant~~
28 ~~to paragraph (b) of this subsection. This shall be construed only as contractual~~
29 ~~authorization for such a policy. This shall not be construed as a purported waiver by~~
30 ~~the union of individual employee rights under the Oregon unemployment compensation~~
31 ~~statute.~~

1 ~~(d) If the State of Oregon adopts a law which uniformly disqualifies employees~~
2 ~~on a limited duration layoff declared pursuant to paragraph (b) of this subsection from~~
3 ~~receiving unemployment insurance, even if they are available for and actively seeking~~
4 ~~suitable interim employment, the County and Union agree to meet to negotiate over the~~
5 ~~terms of possible alternative benefits or compensation to cover that period of~~
6 ~~unemployment.~~

7 ~~(e) Employees subject to a limited duration layoff declared pursuant to (b) above~~
8 ~~shall be permitted to elect payoff of accumulated vacation pursuant to Article 8,~~
9 ~~VACATION LEAVE, section IV or, in lieu of such payoff, to carry over some or all of~~
10 ~~their accumulated balance for use subsequent to recall from limited duration layoff.~~
11 ~~Elections to carry forward vacation balances shall be written, signed by the employee~~
12 ~~and specify the number of accumulated hours the employee wishes to carry forward.~~
13 ~~The employee shall deliver such notice to his or her immediate supervisor, the~~
14 ~~department's payroll timekeeper and to the Payroll manager of the central payroll office~~
15 ~~in the department of Support Services within three (3) work days of his or her receipt of~~
16 ~~notice of a limited duration layoff under (b) above. If such notice is not timely delivered,~~
17 ~~normal vacation payoff procedures shall be followed. Notwithstanding the foregoing, if~~
18 ~~an employee is given a non-limited duration layoff notice while on limited duration layoff~~
19 ~~status, and he or she is ineligible to bump a junior employee or into a vacancy, his or~~
20 ~~her remaining vacation shall be paid off in full at the time of the latter notice.~~

21 ~~(f) Notwithstanding (e) above, the parties acknowledge that although requests to~~
22 ~~take vacations during the school year may in some cases be granted, the risk that~~
23 ~~management will deny such a request is significantly greater than in other county~~
24 ~~operation's, due to the need to provide services to students when schools are in~~
25 ~~session. For that reason, the parties encourage employees to continue to select~~
26 ~~vacation times during winter and spring school vacations. Further, employees facing~~
27 ~~limited duration layoff should take into account the limited availability of time off when~~
28 ~~schools are in session, the vacation accumulation ceilings set forth in this agreement,~~
29 ~~and the risk of forfeiture of vacation (when accumulation ceilings are reached) when~~
30 ~~deciding whether to carry their accumulated balances forward.~~

31 **Probationary period:**

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

6 **Article 11 - Health and Welfare:**

7 ~~_____ Employees of the School Based Health Program/School Based Mental Health~~
8 ~~Program subject to a limited duration summer closure layoff declared pursuant to this~~
9 ~~addendum shall be subject to the provisions of Article 11 , Health and Welfare, Section~~
10 ~~1, subsections (G) for the purpose of determining the date on which medical and dental~~
11 ~~benefits cease and resume.~~

12 **Re-Opener:**

13 ~~_____ The Union reserves the right to re-open Addendum J for purposes of~~
14 ~~negotiations if County grants another bargaining unit School Base Employees benefits~~
15 ~~that exceed those as outlined in this addendum.~~

16

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-142

Approving the 2004-2006 Labor Agreement Between Multnomah County and the American Federation of State, County, and Municipal Employees (AFSCME) Local 88

The Multnomah County Board of Commissioners Finds:

- a. The labor agreement between Multnomah County and the American Federation of State, County, and Municipal Employees (AFSCME) Local 88 expired on June 30, 2004. Representatives of Multnomah County and AFSCME Local 88 completed bargaining for a successor labor agreement effective July 1, 2004 - June 30, 2006.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

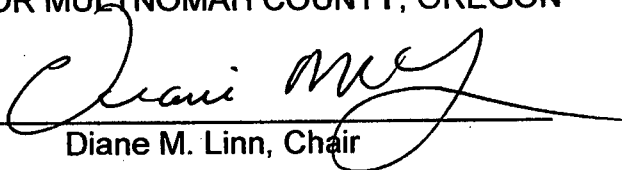
The Multnomah County Board of Commissioners Resolves:

1. The Labor Agreement between Multnomah County and AFSCME Local 88 is approved with an effective date of July 1, 2004.

ADOPTED this 23rd day of September, 2004.

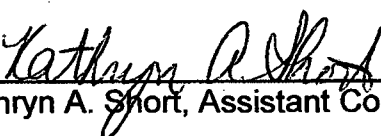


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Kathryn A. Short, Assistant County Attorney

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

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

By _____
Marla Rosenberger, President

By _____
Mary Orr, Vice-President

By _____
Becky Steward, Secretary

By _____
Maurice Miller, Treasurer

By _____
Eileen O'Connell
Council Representative
AFSCME Council 75

NEGOTIATED BY

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

REVIEWED

Agnes Sowle, County Attorney
For Multnomah County, Oregon

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

MULTNOMAH COUNTY, OREGON

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

By Maria Rojo de Steffey
Maria Rojo de Steffey, Commissioner

By Serena Cruz
Serena Cruz, Commissioner

By Lisa Naito
Lisa Naito, Commissioner

By Lonnie Roberts
Lonnie Roberts, Commissioner

By Suzanne Flynn
Suzanne Flynn, County Auditor

By _____
Michael Schrunck, District Attorney

By Bernie Giusto
Bernie Giusto, County Sheriff

Attached are my very few suggestions. I do want Diane to know the order of presentations:

Local 88 Marla, Eileen (the AFSCME rep) will be at the table with me. Possibly Becky Cobb as the management rep.

MCCOA, Jim Younger and Jennifer Ott (won't know union reps until they show up)

MCDSA Jim Younger and Jennifer Ott (won't know union reps until they show up)

I will introduce people at the table with me for local 88 and just mention the highlights of the contract changes. Then ask if the Chair or Commissioners have any questions. After the BCC vote for Local 88 contract, I will introduce Jim and he will introduce people with him for MCCOA first and follow the same format, i.e., mention the highlights and ask for questions. After that vote, he will follow the same format for MCDSA.

Diane may want to say her comments at the end of the Local 88 presentation and then just reiterate kudos as each of the other presentations.

Thanks, Gail

Talking points on contracts

I would like to thank our unions and labor associations for working with the County to reach agreement on our contracts.

It isn't easy to ensure a living wage and benefits for our employees when there is such enormous pressure on the County's budget.

I do think we have struck that balance between helping our dedicated employees the best we can while still operating within our means.

In the three years I have been Chair, we have had to make significant reductions in the county budget.

Those reductions total approximately \$61 million in general funds alone for this current budget.

I would like to thank the incredible employees of Multnomah County who continue to deliver excellent public services in the face of continuing shrinking resources.

It's a testament to all of you involved in negotiations and to your membership to be able to sit down and reach agreements on these matters of such significance to both the county and our employees.

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: R-5

Est. Start Time: 10:10 AM

Date Submitted: 09/07/04

Requested Date: September 23, 2004

Time Requested: 15 Minutes

Department: Business Services

Division: Human Resources

Contact/s: Jim Younger/Gail Parnell

Phone: 503-988-5135

Ext.: 28504

I/O Address: 503/4

Presenters: Jim Younger & Gail Parnell – County Representatives

Jennifer Ott – Sheriff's Office Representative

MCCOA Representatives

Agenda Title: Approval the 2004 – 2010 Labor Agreement between Multnomah County and the Multnomah County Corrections Officers Association (MCCOA)

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. What action are you requesting from the Board? What is the department/agency recommendation?

The Department of Human Resources recommends approval of the successor labor agreement for the Corrections Officers in the Multnomah County Sheriff's Office.

2. Please provide sufficient background information for the Board and the public to understand this issue.

The labor agreement between Multnomah County and MCCOA expired on June 30, 2004. Through a series of negotiations, agreement on new labor contract has been reached. The negotiated contract is a six year labor agreement that is set to expire on June 30, 2010. The agreement provides for the continuation of wages, benefits and other working conditions for the Corrections Officers. The following highlights the major changes to the contract:

- Wages and Classifications
 - 2.3% inflation adjustment retroactively applied for FY 2004

- Annual automatic wage reopener for the term of the contract
- Changed the overtime factor from 1.535 to 1.5 effective October 1, 2004
- Clarified that County service does not include temporary or on-call time
- Pension – language was updated to reflect inclusion of Oregon Public Service Retirement Plan (OPSRP)
- Hours of Work
 - Changed compensatory limit accruals from 40 to 80 hours for all members. Clarified that the Sheriff can cash out comp time at the end of a fiscal year on any time above 40 hours.
 - Clarified that alternative schedules may be implemented upon mutual agreement.
- Health and Welfare
 - Incorporated the new Employee Benefits Board (EBB) language
 - Clarified retiree benefits with 5 years employment at or after 58
- Training and Disciplinary Action
 - Deleted the requirement for 30 hours of training each fiscal year
 - Added the right to discipline by forfeiture of vacation leave, personal holidays, compensatory time and one step pay reduction.

3. Explain the fiscal impact (current year and ongoing).

The new MCCOA contract's inflation adjustment of 2.3% will increase personnel costs in FY 2005 by an estimated \$822,000 of which the General Fund's share will be approximately \$702,000.

At the time of adoption, the County's budget included a set-aside in the General Fund contingency to cover the cost of the labor contracts. Due to the large number of contracts that will be settled in FY 2004-2005, a single budget modification will be brought to the Board of County Commissioners to adjust department General Fund appropriations.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.
- ❖ Is the revenue one-time-only in nature?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?

NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)

If a contingency request, explain:

- ❖ Why was the expenditure not included in the annual budget process?

- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

Required Signatures:

Department/Agency Director: _____

Date: 09/02/04

Budget Analyst

By: _____

Date: 09/08/04

Dept/Countywide HR

By: _____

Date: 09/01/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the 2004-2010 Labor Agreement Between Multnomah County and Multnomah County Corrections Officers Association (MCCOA)

The Multnomah County Board of Commissioners Finds:

- a. The labor agreement between Multnomah County and Multnomah County Corrections Officers Association (MCCOA) expired on June 30, 2004. Representatives of Multnomah County, Multnomah County Sheriff's Office and MCCOA completed bargaining for a successor labor agreement effective September 23, 2004 - June 30, 2010 with a 2.3% inflation adjustment effective July 1, 2004.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

The Multnomah County Board of Commissioners Resolves:

1. The Labor Agreement between Multnomah County and Multnomah County Corrections Officers Association (MCCOA) is approved with an effective date of September 23, 2004 with a 2.3% inflation adjustment effective July 1, 2004.

ADOPTED this 23rd day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

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

2004-2010

AGREEMENT



between

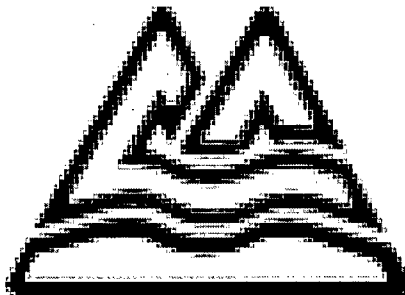
Multnomah County, Oregon

and

**Multnomah County Correction Officers
Association**



**2004-2010
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
MULTNOMAH COUNTY CORRECTIONS OFFICERS ASSOCIATION
MCCOA**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD, Suite 400
PORTLAND, OR 97204
(503) 988-5135
FAX (503) 988-5670**

This document is available in accessible format upon request

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2004-2010 A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
And
MULTNOMAH COUNTY CORRECTIONS OFFICERS ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Officers Association, hereinafter referred to as "MCCOA."

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 parties' objective of providing ever improving services to the people of Multnomah County that can be characterized as fair, economical and beneficial to the quality of life in this community.

ARTICLE 2
DEFINITIONS

A. For purposes of this Agreement, "probationary employee" means a permanent employee serving a twelve (12) month period to determine his or her suitability for continued employment. Such probationary period shall begin on the date of appointment from a list certified by the County. When a temporary employee becomes a permanent employee, time spent in temporary status shall apply to the probationary period, provided that the job classification is the same, the job responsibility is substantially the same, and there is no break in service.

B. For purposes of this Agreement, "supervisor" or "supervisory employee" as defined in ORS 243.650 - 243.782 means an individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

C. For purposes of this Agreement, "permanent employee" means an employee who following an examination process is appointed from a list of eligibles certified by the County to fill a budgeted position; provided that a permanent employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

D. For purposes of this Agreement, "temporary employee" is any non-permanent employee who has worked less than six (6) months.

E. For purposes of this Agreement, "day" as used in this Agreement shall mean calendar days unless otherwise specified.

F. For purposes of this Agreement, "hours of assigned work" shall be termed "G" shift, "C" shift, "E" shift and "relief" shift and shall be defined as follows:

1. "C" shift: any work period which starts between 4 a.m. and 12 noon;
2. "E" shift: any work period which starts between 12 noon and 8 p.m.;
3. "G" shift: any work period which starts between 8 p.m. and 4 a.m.;
4. "relief" shift: any five-day work schedule which includes more than one (1) of

the above eight hour work periods or has start times within the five-day work schedule which differ by more than two hours.

ARTICLE 3
RECOGNITION

The County recognizes the Association as the exclusive representative for the purpose of establishing wages, hours and conditions of employment for the Corrections Officers' bargaining unit. The parties recognize that the unit was certified October 11, 1984, by the Employment Relations Board as being composed of all permanent and probationary, non-supervisory Corrections Officers in the Multnomah County classified service (Corrections Officer and Correction Officer Supervisor [Sergeant]) excluding ranks of Lieutenant and above and temporary employees (i.e., employees not appointed pursuant to Multnomah County Code 3.10 from a certified list of eligibles and who have served less than six (6) months). "Supervisory employee" as used above shall be defined in ORS 243.650.

The positions covered by this Agreement are listed in Addendum A-1 attached hereto and made a part hereof.

ARTICLE 4
MANAGEMENT'S 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 MCSO, 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 just cause, to determine work schedules and assign work and any other such rights, insofar as these rights do not affect the meaning, interpretation or application of any other terms of 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
ASSOCIATION SECURITY

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/her membership or MCCOA activities or because he refrains therefrom. In addition, no employee shall suffer restraint, interference, or coercion because of or in the exercise of any rights protected under the P.E.C.B.A. or in or because of any protected concerted activity. The MCCOA shall have the duty to fairly represent all members of the bargaining unit, whether or not they are MCCOA members.

ARTICLE 6
CHECK OFF

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

1. The MCCOA membership dues of those MCCOA members who individually request such deductions in writing.

2. A service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined MCCOA within thirty (30) days of this Agreement or within thirty (30) days of becoming an employee, whichever date is later.

3. MCCOA expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member and as to any such employee such sums paid by such employee equivalent to regular Union dues, the aforesaid in-lieu-of-dues payment shall be paid to a non-religious charity mutually agreed upon by the employee making such payment and MCCOA, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

4. The MCCOA expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for non-chargeable political purposes by the Association. The amount of service fee shall be set at the amount of dues generally deducted except as required by law. The aggregate deduction of all employees for dues checked off and service fees shall be remitted each pay period to the MCCOA.

5. The County agrees to furnish the MCCOA each month a listing of all new employees hired into the bargaining unit during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job description, work locations and home addresses.

6. This article shall remain in effect through June 30, 2010, regardless of the duration and termination provisions set forth in Article 24.

ARTICLE 7
NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slow-down, picketing (except informational picketing), or strike at any County facility or at any location where bargaining unit work is required during the life and duration of this Agreement. If any such work stoppage, slow-down, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist.

Employees in the bargaining unit, while acting in the course of their regular 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 for the purpose of performing work which does not properly fall within the scope and jurisdiction of this Association, and the job duties normally performed by members of this bargaining unit. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action including discharge. Such discipline shall require written notification before the action is taken and afford the employee an opportunity for an informal meeting with the appointing authority to discuss the proposed disciplinary action. There will be no lockout of employees in the unit by the County as a consequence of any dispute during the life and duration of this Agreement.

ARTICLE 8
HOLIDAYS

1. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he performs no work. It is understood that one of these personal holidays is in recognition and celebration of the contribution of Martin Luther King to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.33 hours of personal holiday time for each month remaining in the fiscal year.

If an employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day or Christmas Day and has no remaining personal holidays he or she shall be paid one and one-half (1.5) times his or her regular rate for working the holiday. With the approval of the Chief Deputy, Christmas Day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25 as a non-holiday at the straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade. If the employee has remaining personal holidays, he or she may either (a) designate and charge such work day as a personal holiday and be paid at the rate of two and one-half (2.5) times the regular rate or (b) opt to be paid one and one-half (1.5) times the employee's regular rate and use his or her remaining personal holiday at a later time.

2. Taking of Holidays. Employees shall be allowed to use the personal holidays singly or consecutively and they may be used in conjunction with regularly scheduled vacations. An employee may use personal holidays with 24 hours' notice or a shift commander's or designee's approval if there is a vacant slot on the vacation/personal holiday sign-up calendar. Approval shall be on a first-come first-serve basis.

3. Scheduling. Employees may schedule the use of personal holidays by the same

procedure employed for scheduling of vacation times, and the application of seniority shall apply on the same basis as it applies to vacation scheduling. However, if the right of seniority in selection of personal holidays is not employed at the same time as selection of vacation times, then the right of selection by seniority is waived. In any event, the County will make good faith efforts to assure availability of relief personnel whenever an employee gives the County at least ten (10) days advance written notice of a desired personal holiday time.

An employee may cancel a previously scheduled personal holiday with twenty (20) days' advance written notice to the employer, or with fewer days' advanced notice if the employer consents in writing. The employer may cancel a previously scheduled personal holiday only in case of a bona fide emergency. In such emergency, no prior notice is required. Cancellation of personal holidays scheduled through use of annual vacation sign-up procedures shall be governed exclusively by Article 9, Section 3.

4. Unused Holidays. Personal holidays do not accrue on the same basis as vacations. Personal holidays which have not been used by June 30 of the fiscal year shall be paid off at the rate of one and one-half (1.5) times the employee's regular rate of pay for each unused holiday that was requested but not granted, except New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day. Unused holidays which were not requested shall be paid off at the straight time rate. The employee also has the option of donating personal holiday time or unused comp time to the catastrophic leave bank.

In the event of termination by resignation, lay-off, or discharge, holiday time will be compensated at the rate of 7.33 hours of straight time pay for each month worked during the current fiscal year, less the total hours of any personal holidays taken. Employees will not accrue personal holidays during a leave of absence without pay.

ARTICLE 9
VACATION LEAVE

1. Accrual. Employees shall accrue vacation time in accordance with the following schedule:

A. Less than five (5) years service, 3.33 hours per semi-monthly pay period of service, cumulative to two hundred (200) hours. After one (1) year of service, an employee shall be entitled to bid two (2) weeks (i.e., eighty (80) hours) vacation.

B. Five (5) years, but less than ten (10) years of service, 5 hours per semi-monthly pay period cumulative to two hundred forty (240) hours; and shall be entitled to bid three (3) weeks (i.e., one hundred twenty (120) hours) vacation.

C. Ten (10) years, but less than fifteen (15) years of service, 6.67 hours per semi-monthly pay period cumulative to four hundred (400) hours; and shall be entitled to bid four (4) weeks (i.e., one hundred sixty (160) hours) vacation.

D. Fifteen (15) years, but less than twenty (20) years of service, 8.33 hours per semi-monthly pay period of service, cumulative to four hundred (400) hours; and shall be entitled to bid five (5) weeks (i.e., two hundred (200) hours) vacation.

E. Twenty (20) or more years service, 10 hours per semi-monthly pay period of service, cumulative to five hundred (500) hours; and shall be entitled to bid six (6) weeks (i.e., two hundred forty (240) hours) vacation.

Employees are entitled to use all accumulated vacation hours subject to the terms of this agreement.

2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Vacation times shall be scheduled by the County according to classification, shift, and location (East or West side of Willamette River) based primarily on the needs of efficient operations and the availability of vacation relief. Employees shall have the right to determine vacation times within their classification, shift, and eastside or westside (as applicable) by an annual sign-up, but in any case, vacation times shall be selected on the basis of seniority. Seniority shall be exercised only once a year and only to the extent of the employee's annual accrual. The number of vacation times placed on the annual vacation time schedule shall be determined in accordance with a

separate 2001 Memorandum of Understanding (MOU) entitled "Memorandum of Understanding Concerning Vacation Times: MCCOA Bargaining Unit." The MOU shall be considered part of this agreement, and disputes concerning its meaning, interpretation, or application shall be resolved under Article 20, Settlement of Disputes, of this agreement. The bidding process shall, to the extent feasible, allow members whose bid choices are frustrated to bid on other open slots before such slots are assigned to persons of lower seniority (i.e., avoid "blind bidding").

Sign-up for vacation shall be in forty (40) hour increments with preference towards periods of days that mesh with or are contiguous to each employee's workweek or weekend. Thus, an employee whose normal days off are Tuesday and Wednesday should attempt to schedule his vacation to commence on a Thursday and end on a Monday.

3. Change of Scheduled Vacation. Once a vacation has been scheduled, neither the employer nor the employee may change the scheduled vacation without first giving forty-five (45) days' notice to the other party of the change, except by mutual consent. This provision is not applicable to: (1) emergencies, or (2) situations where the employee has voluntarily transferred or has received a promotion since the vacation was scheduled. In situations where an employee has been involuntarily transferred, any vacation scheduled prior to the transfer shall not be changed.

4. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his heirs, whichever the case may be.

5. Accrual During Leave. Vacation leave shall not accrue during a leave of absence without pay which exceeds thirty (30) calendar days.

ARTICLE 10
SICK LEAVE

1. **Accrual.** Employees shall accrue sick leave at the rate of four (4) hours for each semi-monthly pay period worked, to be used in the event of his or her illness or illness of a member of his or her immediate household. Sick leave may be accrued on an unlimited basis.

Absence due to sickness in excess of three (3) days must be verified by a physician's certificate at the request of the County.

2. **Bereavement Leave.** In addition to regular sick leave, an employee shall be granted not more than three (3) days' leave of absence with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. If such funeral is beyond 350 miles from the City of Portland, Oregon, the employee may be granted up to three additional days of paid leave for travel. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services.

3. **Immediate Family.** For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, domestic partner, parents, children, grandchildren, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. For purposes of this section, a domestic partner's children shall be treated as children of the employee if, before their death, the employee legally adopted them or they regularly lived with the employee and domestic partner for at least six (6) months immediately prior to the death as part of a joint familial unit to which the employee regularly contributed financial support and parental guidance. Further, the legally recognized parents and siblings of the domestic partner shall be treated as in-law equivalents of the employee. In the event of death involving relationships other than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff or the Sheriff's appointed designee(s) upon request.

4. **Reporting of Sick Leave.** Any employee who must be absent due to illness shall notify the supervisor on duty as early as possible but no later than one (1) hour before

the beginning of his or her shift. Failure to so report may result in loss of pay for the day involved. For the purposes of this paragraph, the beginning of shift is defined as the start of the preliminary security briefing, if the employee is scheduled to attend such a briefing.

5. Maternity Sick Leave. The use of sick leave during pregnancy shall be subject to the same standard as any other illness or injury under the terms of this Article except as provided by Section 8 of this Article (Parental Sick Leave).

6. Other Sick Leave Provisions.

A. Used sick leave shall be charged on the basis of forty (40) hours per week, or: (1) ten (10) hours per day for (4) day work week employees, or (2) eight (8) hours per day for five (5) day work week employees.

B. Sick leave charges in excess of accrued sick leave credits may be charged against earned and available annual leave or leave without pay at the employee's option. Leaves without pay shall be subject to the approval of management.

C. Sick leave shall be charged to the nearest full hour.

7. Sick Leave In Application to Final Average Salary. In accordance with the terms of ORS 237.153, accumulated unused sick leave will be applied to final average salary.

8. Parental Sick Leave. During the term of a parental leave mandated by Oregon Law, the employee on such leave may use accumulated sick leave up to twelve (12) weeks following birth or adoption of a child. The leave may extend for the full twelve (12) weeks regardless of parental leave taken by the other parent.

9. Sick Leave Records. The medical or psychological condition that is the employee's reason for his or her use of sick leave shall be considered confidential information to the extent required by the Americans With Disabilities Act or other applicable law.

10. Saved Holiday Bonus for limited use of Sick Leave

Effective July 1, 2001, 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 of sick leave in a fiscal year will receive sixteen (16) hours of personal 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 hours of personal holiday time for use after July 15 of the fiscal year.

2. Use of saved holiday bonus time will be governed by the provisions of Article 8, Section 4, specifically to include the provision requiring use in the same fiscal year in which it was accrued.

Effective July 1, 2003, employees who work four (4), ten (10) hour shifts and 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 ten (10) hours of sick leave in a fiscal year will receive twenty (20) hours of personal holiday time for use after July 15 of the following fiscal year; those who use more than ten (10) hours, but no more than twenty (20) hours of sick leave will receive ten (10) hours of personal holiday time for use after July 15 of the fiscal year.
2. Use of saved holiday bonus time will be governed by the provisions of Article 8, Section 4, specifically to include the provision requiring use in the same fiscal year in which it was accrued.

ARTICLE 11
OTHER LEAVES

1. Leave of Absence. Consistent with the needs of the County, leaves of absence without pay for a limited period, not to exceed one hundred eighty (180) days, shall be granted for any reasonable purpose and such leaves may be renewed or extended for any reasonable period.

Any employee who has been granted a leave of absence without pay and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned his or her position with the County, and his or her position shall thereupon be declared vacated, except and unless the employee prior to the expiration of his or her leave of absence has made application for and has been granted an extension of said leave, or has furnished evidence that he or she was unable to apply for an extension of such leave by reasons of sickness, or physical disability, or physical impossibility of compliance.

2. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty and be absent from work on that day. Any employee required to attend jury duty shall be considered as a day shift employee with a schedule of Saturday and Sunday off without loss of shift differential for the employee's regularly assigned shift.

3. Voting Time. Employees who reside in areas that allow voting at polling stations shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

4. Association Business.

A. Members of the Association selected by the Association to participate in Association activity shall be granted a leave of absence without pay at the request of the Association subject to availability of relief personnel

B. The Association negotiating team may be comprised of not more than seven (7) members of which up to three (3) may attend negotiating sessions without loss of pay. The Association shall notify the applicable Division Commander of the selected members not less than seven (7) days in advance of each negotiating session.

The three (3) designated members shall be scheduled on day shift for the date scheduled for a negotiating session.

C. Upon notice to the facility commander or designee, Association Executive Board members shall have the right to investigate and process grievances, or meet with County administrators to discuss union business, during scheduled work time.

D. Upon notice to the Chief Deputy, the Association Executive Board members may meet up to twelve (12) times a year. Up to eight (8) Executive Board members will be relieved from duty for up to an eight (8) hour block at straight time for attendance at Executive Board meetings up to twelve (12) times a year. Should the total number of hours of such work exceed seven hundred sixty-eight (768) hours in a calendar year, Executive Board members shall be entitled to take leave without pay after making arrangements with the Chief Deputy. In years in which successor negotiations begin, an additional two hundred (200) hours shall be allowed. Hours spent in negotiation sessions pursuant to paragraph B above, and time spent by Employee Benefits Board representatives attending EBB meetings as provided in Article 12, shall not be charged under this paragraph.

5. Educational Leave. After completing one (1) year of service, an employee upon request may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary. There will be no loss of seniority for up to one year of an educational leave.

One (1) year leaves of absence for educational purposes, including any requested extension, may not be granted more than once in any three (3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

6. Tuition Reimbursement. The tuition reimbursement policy as set forth in the County's Board Order dated November 21, 1978, will be continued. In addition, the

County may advance the cost of tuition and incidental expenses if, in the County's judgment, such advance is consistent with County financial and operational needs and priorities, and the employee signs an agreement that if he or she does not satisfactorily complete the course, or if his or her County employment terminates before completion of the course, the County will have the right to deduct the amount of the advance from his or her pay or use other means to collect the amount of the advance.

7. Military Leave.

A. Leave With Pay. Employees who have served with the County for six (6) months or more immediately preceding an application for military leave, and who are members of the Armed Forces of the United States, are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

B. Leave With Repayment. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift provided that twenty (20) days notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within thirty (30) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract further rights under this subsection b shall be suspended for twelve (12) months from the date of the second infraction.

8. Effect of Leaves on Time Exchange Repayments. An employee may work the first half of an approved time exchange prior to taking an authorized leave of absence and receive the benefit of the repayment portion of that exchange during his or her authorized leave if the trade was approved in advance by the employer in accordance and otherwise in conformance with any applicable time exchange policy in effect at the time the affected employees proposed the time exchange. Employees who plan to use time exchanges in this manner at the time of the initial request for the exchange shall inform the manager to whom the request is submitted of this plan, specify the proposed

dates for both portions of the time exchange, and (insofar as practicable) the anticipated start date of the leave. When such a time exchange is approved, the approving manager shall promptly notify the MCSO Payroll Supervisor in writing of the tentative plan, with a copy sent to the employee.

ARTICLE 12
HEALTH AND WELFARE

1. **The Employee Benefits Board**

A. By memorandum of Agreement ratified March 3, 2004 between the parties, the parties agreed that during the term of this collective bargaining agreement, administration of health benefits shall be covered and governed by the Employee Benefits Board Governance Agreement. The purpose of a governance structure is to enable the Employee Benefits Board (EBB) and the County to achieve their goals. The governance document establishes protocol of the governing body and a systematic approach to a cooperative labor-management forum.

B. **Membership**

Voting Membership of the EBB shall consist of:

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

C. **Membership Training**

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

a) **Three Members/fiscal year**

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

b) **Two Members/fiscal year**

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

D. Membership Role

The role of the membership is to:

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

E. EBB Administrator and Benefits Administrator Role

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

The role of the EBB Administrator is to:

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

The role of the Benefits Administrator is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Serve as the Administrator for the County Health and Welfare Programs;
- Obtain, coordinate and direct the use of technical consultants and vendors;
- Ensure that the Health and Welfare Program adhere to legal mandates;
- Manage the Health Fund;
- Provide data as requested by the EBB

- Oversee other benefit programs which promote health and welfare benefits for County employees; and
- Track claims experience by bargaining units.

F. Legal Responsibilities

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

G. Meeting Process

The meetings shall comply with any applicable law. Meetings require attendance of one-half of the voting membership to be considered a quorum. The meeting minutes will record the following:

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

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

H. Voting

A formal vote is required for plan changes and administration of the Employee Health and Benefit Programs. A formal vote is defined as a public vote where each vote must identify the member voting, and the vote must be announced. A formal vote to change or amend plans must consist of a positive vote from a majority of no less than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may

cast a vote on their behalf or a proxy may be submitted prior to the meeting so that the EBB Administrator may read the vote at the meeting. In the alternative, if insufficient votes are cast due to the absences of voting members, missing votes may be recorded at the next meeting.

I. Proposals

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

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

J. Meetings per Calendar Year

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

K. Health Fund

The Health Fund will be funded by:

- (1) Full-time employees: Monthly contributions paid by Departments for medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.
- (2) Part-time employees: Monthly contributions paid by Departments for medical/dental/vision shall be based on an initial composite rate of \$350.00 per

eligible part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth below shall be applied.

(3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and

(4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and

(5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.

(6) The health fund balance as of July 1, 2004, shall be equal to the ending balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the EBB membership and the County unless a dispute is raised within 120 days of distribution. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund in a subsequent plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.

(7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund expenses shall consist of the following cost items necessary to administer the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses shall be calculated annually according to generally accepted accounting standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses, Opt Out Reimbursements as specified in an EBB Memorandum of Understanding adopted December 19, 2002,

and other miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

L. Eligible Employees

The Health Fund is comprised of those items listed under Health Fund above that directly can be attributed to the provision of health, vision and dental insurance for County employees, their eligible dependents and those that have COBRA rights.

Full-time Employees: Employees who are regularly scheduled to work at least 32 hours per week or if scheduled to work at least 30 hours on a 10 hour per day schedule. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer the same benefits as offered in plan year 2003, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option.

Part-time Employees: Employees who are regularly scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of charge for them and their eligible family members. The employee may elect to purchase a different County provided medical plan option by paying the difference in cost from the Major Medical Plan to their selected plan based upon the coverage level. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan. The Dental Plans will offer the same benefits as plan year 2003, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option. Part-time employees will pay one-half of the dental premiums.

M. Opt-out Reimbursement

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

N. Plan Document

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

O. Retirees Health Fund/Benefits

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

P. Cost Sharing for Medical/Vision and Dental Plans

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

July 1, 2004 – Full-time Employees

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

July 1, 2004 – Part-time employees

- The County pays \$350.00.

July 1, 2005 – All employees

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

- 50% of any remaining increase.

July 1, 2006 – All employees

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

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

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

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

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

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

Q. LTD/STD

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

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

2. Eligibility.

A. Coverage under section 1 of this Article shall include the employee and his or her immediate family (i.e. wife/husband and eligible children) or the employee's domestic partner and the partner's eligible dependents as provided in (b) and (c) below. Eligibility for coverage under Section 1 commences on the first day of the calendar month after the employee submits to the Employee Benefits Division his or her completed enrollment form; provided that it is submitted within thirty one (31) days of hire. If the employee submits the completed enrollment form on the first day of the calendar month, coverage shall commence that day. Employees who have not submitted their enrollment forms by the times prescribed by this section will be covered in accordance with the default enrollment provisions of this article.

B. After initial qualification for coverage, termination and recommencement of coverage (toward which the county contributes) shall be governed as follows:

1. Coverage At Termination. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the end of that month. If such work day falls after the fifteenth (15th) of the month in which the employee's county employment has terminated, coverage toward which the County will contribute will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31).

2. Coverage on unpaid leaves of less than 30 days. Employee's benefits coverage will not be affected by unpaid leaves of absence of less than thirty (30) days' duration.

3. Coverage during FMLA/OFLA leaves. The County will contribute toward medical/vision insurance coverage during an unpaid Family Medical Leave Act or Oregon Family Leave Act leave to the extent required by law. (During unpaid FMLA, the County will contribute to the same benefit plan elected by the employee prior to the approved leave. During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage.) In addition, the County will continue the same monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more than thirty (30) days after the FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per paragraph iv. below except that the last day of FMLA leave will be deemed the employee's last day in pay status.

4. Non-FMLA leaves.

a. Lapsing of County Subsidized Coverage. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the

calendar month in which the leave commences. If such day falls after the fifteenth (15th) of the month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

b. Self-Paid Benefits. During an unpaid non-FMLA leave, employees may continue to participate in County medical and dental benefit plans on a self-pay basis as mandated by law through COBRA elections.

5. Continuation of Coverage Upon Return from Unpaid Leave.

a. Subject to 5(b) below, Employees returning from a leave of absence without pay will be reinstated to the same medical and dental plans (or successor plans) they had when their County-paid coverage lapsed. If they return from leave their first day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first day of the month following their return from leave.

b. Employees returning from unpaid leave in the plan year following the plan year in which their leave began may enroll in different plans within thirty-one (31) days of their return, unless they have enrolled in a different plan at the time of the open enrollment falling during their leave. If enrollment forms are received on the first day of the month, the changes will be effective that day; otherwise, changes will be in effect the first day of the month following receipt of the forms.

C. Coverage of Spouses and Domestic Partners. A covered employee may enroll his or her spouse or domestic partner, and the partner's eligible dependents for coverage under sections 1 and 2 of this article.

1. A "spouse" is a person to whom the employee is married under Oregon law. A "domestic partner" is a person with whom the employee has a close personal relationship and jointly shares the same residence for at least six (6) months immediately preceding the date of signing and Affidavit of Marriage or Domestic Partnership with the intent to continue to do so indefinitely. However, if the employee

and the domestic partner are registered in the Domestic Partner Registry, the six (6) month waiting period is waived. In addition, the employee and the domestic partner must share the following characteristics:

- they are not legally married to anyone;
- each is at least eighteen years of age;
- they are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- they were mentally competent to contract when the domestic partnership began;
- they are each other's sole domestic partner;
- they are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership set forth in Addendum E of this agreement.

2. As a further precondition of coverage, all employees enrolling for new or changed coverage whether married or with a domestic partner, shall be notified, in writing, that they are required to complete, sign, and submit to the Employee Benefits Office a copy of an Affidavit of Domestic Partnership Enrollment times and other procedures for administration of medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees. All dependents must be enrolled in the same plans, medical and dental, as the employee.

D. Coverage of Children. Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the same medical and dental insurance plans as the parents. "Eligible children" include any biologic or adoptive child under the age of 23 who is a dependent under the federal tax code, a court-appointed ward, or anyone under age 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over age 23 who are permanently disabled, and the children of eligible children. In addition, an employee may enroll a new born baby or adopted child in the employee's plan, and the enrollment will be within ninety (90) days after the birth or placement for adoption. If such election is timely made, enrollment shall be effective retroactive to the date of the new born baby's birth or the adoptee's placement for adoption with the employee.

E. Notice Required of Employee upon Termination of Marriage or Domestic

Partnership. Employees whose marriage or domestic partnership terminates 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 domestic partnership. In addition, employees must remove from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within ninety (90) days of disqualification. To protect COBRA rights, employees must notify EBO within sixty (60) days of the qualifying event. Pursuant to federal HIPAA regulations in effect at the signing of this agreement, 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 for claims paid for the time the spouse, partner, or child was no longer eligible for coverage. Federal law shall govern COBRA eligibility for disqualified dependents.

F. Default Enrollment. New full-time and part-time employees who fail to submit timely application for "opt out" benefits under Section 3 below or for enrollment into medical and dental plans described in Section 1 above will be enrolled in the Major Medical indemnity plans by default, effective on the date that the coverage would have taken effect if the employee had submitted an enrollment form on the last date that such form would have been timely. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within fifteen (15) days of receiving notice of his or her default enrollment.

3. Waiver of Coverage. The County may offer employees cash payments in exchange for an employee's agreement to waive coverage under any of the health and welfare benefit plans referenced in this Article. The amounts of such payments shall be determined by the EBB.

4. Medical Spending Account. The County shall offer members of the bargaining unit the opportunity to use voluntary medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pretax funds.

5. Retiree Medical Insurance. Retirees from this bargaining unit shall be eligible to participate in the County's medical plan subject to the following provisions:

A. For purposes of this section, "retiree" refers to a person who meets the

criteria of subparagraph E below, who separated from service from the County on or after July 1, 1992 and, at the time of separation occupied a position covered by the MCCOA bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the MCCOA bargaining unit.

B. Except as otherwise provided in this section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not 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. To the extent members are permitted to choose among two (2) or more medical insurance plans, retirees shall be entitled to choose between the same plans under the same conditions and at the same times as apply to members. Retired employees 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 are members.

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

E. Retiree Benefits Eligibility.

1. If a retiree has thirty years of continuous County service, regardless of age, the County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a the retiree and his or her eligible dependents, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

2. The County shall pay one-half (1/2) 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, or

c) ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

F. 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 service in a regular budgeted position shall be prorated for purposes of the service requirements set forth in subsection 6 of this section.

(For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

H. 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 and/or dental insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e. 50% or 100%, as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has authorized and instructed P.E.R.S. to regularly deduct his or her portion of the premium from his or her pension check and remit that amount to the County's collection agent, or if it is a sufficient amount and received by the County's designated collection agent from the retiree each month no later than thirty (30) days preceding the month for which the resulting coverage will apply. The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

I. In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical and/or dental insurance or benefits plan which provides retirees with medical benefits or insurance coverage which would constitute a substantially similar substitute for the benefits or

coverage and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to the categories of retirees or persons covered by the state or federal mandate, by written notice to MCCOA and retirees affected by the cancellation.

J. In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of the premium so that the net County costs will remain unchanged.) In such event, upon request by the County, MCCOA agrees to meet and discuss alternatives which may have greater tax advantages for members and the County.

K. Subject to any limitations imposed by applicable law, if employees contribute toward medical insurance by payroll deduction, the employer contribution toward eligible retirees' insurance under this article shall be 50% of the contribution it makes for an active employee on the same plan and participation level, rather than 50% of the premium.

6. Successor Plans or Carriers. The County may change the above insurance plans or carriers subject to the following terms and limitations:

A. If the County chooses to change from a plan or carrier which is still available, the County agrees that the overall existing level of benefits for each such plan will not be reduced; provided that this does not apply to plans approved by EBB .

B. In the event that any of the current insurance plans become unavailable, the County agrees to provide to affected employees a substitute plan for the same service delivery type, if available, at substantially the same or better benefit levels, subject to EBB approval. If a plan or carrier is discontinued and no substitute plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan subject to carrier and EBB approval. If such enrollment is delayed, the employee will be reimbursed for each month of missed

coverage in the amount of the monthly payment normally made to Kaiser for the missed form of coverage.

7. Short-term Disability Insurance

Any full-time employee covered by this Agreement may participate in the Short Term disability insurance program. The monthly premium must be paid individually through payroll deduction. Short-term disability elimination period is thirty (30) days with benefits ending at the ninetieth (90th) Day. These forms are processed by the Employee Benefits Office. Qualification is subject to the eligibility requirements of the disability carrier contract.

8. Long-Term Disability Insurance All bargaining unit members that work 20 hours or more per week will be covered by a County-paid group long-term disability insurance policy, the provisions of which shall be the same of those in the current UNUM group policy for all employees represented in the bargaining unit, except that the Long-term disability elimination period shall be ninety (90) days, and the minimum guaranteed benefit shall be two-thirds (66 2/3%) of compensation less offsets at time of disability, covering a disability for up to two (2) years. The County may not terminate a disabled employee (except for cause unrelated to the disability) during the period of disability.

9. Life Insurance. The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of fifty thousand dollars (\$50,000), with a double indemnity provision. Retirees of the Public Employees Retirement System will be provided with five thousand dollars (\$5,000) term life insurance coverage during the period of time they receive pension benefits. Employees will designate their beneficiaries. Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance by payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

10. Right To Communicable Disease Information. If an employee is exposed while on duty to the blood or bodily fluids of an inmate, the County shall immediately request the inmate to voluntarily release his or her medical records to the employee's physician. The County shall, upon receipt of the release, provide appropriate medical information to the employee's physician. If an inmate refuses to sign the release, the County shall

notify the officer and MCCOA concerning the matter.

11. Fitness for Duty Examinations. The County may require an employee to submit to and cooperate fully in a physical, psychiatric, or psychological examination. Except when otherwise required by law, health practitioners conducting such an examination shall be selected by the County with all costs for such examination being borne by the County. Such examination is for the purpose of providing the employer with information needed to conduct its business, and is not one in which the employee and examining health care practitioner(s) will have or develop a patient-client relationship. The affected employee shall authorize the examining health practitioner(s) to forward a copy of the report to the Sheriff's Office Human Resources Director, as well as to a health care professional designated for this purpose by the employee, for review and release to the employee. The Human Resources Director may also provide the report to the County's medical or legal or labor relations representatives, including their assistants, in connection with actual or potential litigation. The Human Resources Director may also share information in such reports in connection with fitness for duty determinations or leave or benefit eligibility under contract or law. The report may also be disclosed in the forum(s) in which any such litigation is pending and to persons incident thereto, subject to such protective orders and other limitations as the forum may impose. Except as otherwise required by law (e.g., court order) or for litigation, no other persons may have access to the report without the employee's written permission, including supervisors. Disclosure of employee medical, psychiatric or psychological information to supervisors or other persons will be generally permitted only when the supervisor or person has a genuine need to know. Disclosure in such instances shall be strictly limited to the amount and type of information reasonably necessary for the supervisor or other person to address the legitimate business purpose involved (e.g., work restrictions or limitations, accommodations necessary for the employee to perform his or her duties, information needed to respond to medical emergencies, etc.) A physical, psychiatric or psychological examination shall not be mandatory for each employee more than once in each fiscal year, except when consistent with business necessity as defined under the Americans with Disabilities Act.

12. Health and Security of Persons and Facilities; Administrative Search Authorized.

A. To aid the interdiction of illegal drugs, detect and suppress substance abuse, promote the health and safety of corrections employees, MCSO corrections clientele, and the public, further penal and rehabilitative policy objectives, and ensure confidence of the public and other justice service agencies in the integrity of the MCSO, the Sheriff may promulgate and enforce reasonable work rules related to the possession and use of drugs and alcohol, and design and implement a combined or singular urinalysis-based drug and breathalyzer/ blood-based alcohol testing program in which Corrections Deputies and Corrections Sergeants may be required to participate, subject to the limitations described in this section.

B. The program described in this section may provide for testing premised on a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in violation of employer rules at the time the urine sample is taken. (A "reasonable suspicion" means a belief based on one or more specific articulable facts from which one could reasonably infer that the employee may be under the influence of alcohol or drugs.) Further, to the extent permitted by law, the program described in this section may provide for urinalysis based testing without suspicion or warrant. However, such suspicion less or warrant less tests may only be performed to monitor compliance of the employee with MCSO abstinence requirements for a period of eighteen (18) months after the employee has been identified as having used or possessed regulated substances in a manner proscribed by MCSO rules.

C. The giving of urine samples as part of the testing program implemented under this section shall be performed by the employee in private in a suitable location designated by the employer.

D. The parties agree that the results of a urinalysis-based test undertaken pursuant to this section without reasons or procedures that would meet constitutional requirements for a search or seizure for purposes of criminal investigation or prosecution may not be used in criminal investigations or prosecutions. However, if the results would evidence possible criminal conduct and simultaneous violation of employer rules, such evidence may be used to establish violation of employer rules even though it cannot be used to investigate or establish criminal conduct with the objective of criminal prosecution for criminal conduct.

E. Prior to implementing a revised testing program pursuant to this section, the Sheriff or his designee shall give the MCCOA specific notice of the contents of such program and of any substantial changes in the program made pursuant to MCCOA comments thereon and before initial implementation. Thereafter, the Sheriff shall give the MCCOA notice of any substantial revisions of the plan. The MCCOA shall have thirty (30) days to submit comments to the Sheriff or his designee on the program first proposed, and thereafter ten (10) days to submit comments on any amendments to the program first proposed or program revisions following implementation. The MCCOA may initially raise any challenge to the reasonableness of proposed rules or the constitutionality of any proposed rule or program procedure only at this time. The Sheriff may implement the program or program revision without bargaining after conclusion of the applicable comment period.

F. The employer shall give each present employee and each new hire a copy of the program procedures, related work rules, and of any subsequent revisions and notice that the procedures, rules or revisions may be applied to any Corrections Officer or Corrections Sergeant.

G. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from the violation of employer rules governing the possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of the regulated substance. However, this does not immunize the employee for discipline related to breaches of required conduct that were incidental to such use, or for conduct for which the employer or any criminal justice agency had independent knowledge prior to the employee's disclosure.

H. Disputes concerning the constitutionality of any rule or procedure designed or implemented pursuant to this section shall not be subject to grievance or binding arbitration. It is the parties' intent that such disputes will be resolved through the court system.

I. Work time used for purposes of assessment, evaluation counseling, and treatment of drug or alcohol dependency shall be charged against accrued and available sick leave until exhausted, then against accrued and available vacation leave

until exhausted, then against unused personal holidays until exhausted, and then against leave without pay if authorized by the employer.

J. The laboratory which performs such analysis shall be SAMSHA certified or certified by the State Department of Health for such testing. Testing procedures for all employees shall be governed by the same standards as apply to employees whose jobs require a Commercial Drivers License under federal law. These standards include, but are not limited to, those governing sample acquisition, chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

K. If the County requests an MCCOA member to submit to a breathalyzer test, the member shall be informed at that time that they have the right to verify the results of such test with a blood-based test. If the member requests a blood-based verification test, the Association shall reimburse the County for the additional cost of such test, unless the results of the blood-based test results differ from the breathalyzer test by more than ten percent (10.0%), in which case the County shall bear the cost of both tests. A urine or blood sample taken pursuant to the program implemented under this section shall be split in approximately equal parts at the time it is given. This sample shall be stored in a secure refrigerated location for a period ending not sooner than five (5) days after the employee is notified of any urinalysis of the first sample indicating a presence of a regulated substance at a level exceeding the standard set forth in this program (i.e. "tests positive" test result). During this period the employee may request that the second part of the sample be retested and such retest shall be conducted. The County will contract with a medical doctor trained in toxicology to act as a Medical Review Officer (MRO). He or she will review preliminary positive tests 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 positive test result to negative or inconclusive. (NOTE: The County will not be able to distinguish a test result that is negative or inconclusive by MRO intervention from any other negative or inconclusive test result.) In addition, the following safeguards will apply:

1. Test results will be issued by the testing laboratory only to the investigatory or supervisory personnel designated by the County. The results will be

sent by certified mail or hand-delivered to the employee within three work days of receipt of the results by the County.

2. If the employee disagrees with the results of the alcohol or drug test, the employee may request in writing within five (5) days of receipt of the test results, that the sample be retested at the employee's expense by a State or SAMSHA-certified testing laboratory selected by the employee. Failure to make 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 retesting.

3. Test results are medical records, and will be handled in accordance with applicable federal and state law and County Administrative Procedures concerning confidentiality and disclosure of such records.

13. Defense and Indemnification. The County shall defend and indemnify employees covered by this Agreement against all claims and judgments incurred in or rising out of the performance of their official duties.

ARTICLE 13
WORKERS' COMPENSATION

1. The County shall provide to all members of the bargaining unit full coverage as required pursuant to the provisions of the Oregon Workers' Compensation Act.
2. 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 or retirement vesting rights unless the employee's doctor, the State Workers' Compensation Department or Board (or its successor) 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. In such event the employee's status shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.
3. The County shall supplement the amount of statutory benefits received by the employee for temporary disability due to occupational injury, illness or disease in an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of 100% of his or her semi-monthly net take-home pay, subject to the following conditions:
 - A. Supplemental benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim.
 - B. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.
 - C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked if such days would have been workdays.
 - D. The employee will receive supplemental payments for each day of absence for which he/she receives Workers' Compensation time loss payments.
 - E. If the absence due to disability is for a period of thirty (30) days or more, and the employee's physician's statement states that the employee will be unable to

resume the full unrestricted duties of his or her classification within 180 days after the date which the employee is first off the job due to the current disability, the Sheriff has the sole and exclusive discretion to terminate the supplemental benefits or PERS continuation. If the employee's physician states that the employee will be able to resume the full unrestricted duties of his or her classification within 180 days after the date the employee is first off the job due to the current disability, the Sheriff may arrange for an additional medical examination by a physician chosen by the Sheriff. If the physician chosen by the Sheriff states that, in his or her judgment, the employee is unlikely to return to full unrestricted duty within 180 days, the Sheriff has the sole and exclusive discretion to terminate supplemental benefits or PERS continuation benefits. The findings of the physician chosen by the Sheriff are not subject to appeal in any forum.

The Sheriff has the sole and exclusive discretion to terminate supplemental benefits or PERS continuation benefits in the following additional circumstances:

1. after 180 days from the date the employee is first off the job due to the current period of disability, or
2. after the employee has received supplemental benefits or PERS continuation for a total of 330 workdays on any specific injury. This 330-work day limitation shall only apply to injuries which occur on or after 3/8/91.

F. If the physician chosen by the Sheriff finds that the employee is likely to return to full duty within 180 days, or if the Sheriff does not challenge the employee's physician's statements to that effect, the Sheriff shall continue to pay supplemental or PERS continuation benefits during the employee's disability, subject to the Sheriff's discretionary ability to terminate the employee's benefits as stated in subsections (E) 1 and 2 above.

G. The parties agree that the Sheriff's discretionary decision to terminate benefits in excess of requirements of paragraphs (E), or (F), shall not be subject to appeal in any forum.

4. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged

against his or her sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will not be charged for the amount of compensated time loss.

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

6. The County shall continue to provide medical and dental benefits as provided by Article 12 from the first day of occupational disability throughout the period the employee receives supplemental benefits or benefits under the PERS Continuation Program.

7. The County and the employee shall continue to make retirement contributions, including employee "pick-up", based upon the appropriate percentage of supplemental benefits paid, throughout the period that the employee receives such benefits.

8. The employee shall receive his or her supplemental benefits for a given pay period on the regular payday for that period.

9. The probationary period may be extended for a period equal to the time off work due to a compensable injury provided that the total probationary period excluding time off does not exceed twelve (12) months.

10. PERS Continuation Program. An employee with ten or more years' seniority can elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits.

A. Written Election. Eligible employees who wish to participate in the PERS Continuation Program shall sign an election form and present it to the Multnomah County Finance Division, Payroll Office.

B. Benefits. The employee will receive 100% of his or her regular straight time salary retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section 13 (3) of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation Program at the time the decision to award benefits

is made. The effective date of the election will be retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but his or her claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first date for which the employee actually receives PERS Continuation Benefits under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

C. Duties of Participating Employees.

(1) The employee must reimburse the County for an amount equal to the Workers' Compensation benefits received. The employee electing to participate in this program is not entitled to keep both wages and the Workers' Compensation benefits.

(2) The employee must pay the County an amount equal to the Workers' Compensation benefit received within seven (7) days of receiving his Workers' Compensation benefit check. The employee is responsible to make sure that the County actually receives the payment within the seven (7) day period. Thus, the employee must either hand-deliver a check to Multnomah County Finance Division on or before the seventh (7th) day, or make sure that the payment is actually received by the Finance Division by mail no later than the seventh (7th) day. Receipt means actual receipt of the check. An employee who fails to make timely delivery will owe collection fees and may owe penalties as described below, unless they are waived by the County.

D. Other Provisions:

(1) Delinquency. An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

(2) County Duty to Notify Employee. When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by certified mail. The notice shall include the date on which the payment became

delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

(3) Collection Fees for Late Payments. In addition to the missed payment, the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County is also entitled to collect a delinquency penalty for each day of late payment after the employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers' Compensation benefit received by the employee for that pay period. For example, an employee who repays an eight hundred dollar (\$800) delinquency within one week after receipt of the notice of delinquency will be assessed fees and penalty of one hundred six dollars (\$106) (fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to receipt of the notice of delinquency, the employee will be assessed only the fifty dollars (\$50) collection fee.

(4) The amounts owed by the employee can accumulate to an amount no more than twice the amount of the delinquent time loss equivalent payment. Employees who are physically or mentally disabled to such an extent that they cannot perform repayment obligations will not be assessed penalties during the period of such incapacity. In addition, an employee who has never in fact cashed the Workers' Compensation benefit check and who returns the check to the County shall not be assessed a daily delinquency penalty. These exceptions shall be enforceable through the grievance procedure.

(5) Request for Penalty Waiver. A delinquent employee may request waiver of a delinquency penalty or collection fee. The request shall be in writing to the Director of the County's Finance Division. The request shall state the reasons for the late payment. The request must be made within ten (10) days after the delinquent payment is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to waive or reduce the fee or penalty imposed.

An employee wishing to request a waiver must first pay the underlying debt and the collection fee. If the employee's request is denied, the employee must then pay the

fees owed within seven (7) days of the receipt of the Director's decision. The Director's decision on the request shall be sent in writing to the employee by certified mail. The Director's decision shall be final.

E. Length of Coverage. An employee may choose to be covered under the PERS Continuation Program only once for the employee's entire career as a Corrections Officer with Multnomah County. Once selected, the election shall continue for three continuous years from the effective date of the election. The eligible employee is entitled to receive benefits under the program for the entirety or for any portion of the election period for any compensable claims.

ARTICLE 14
SENIORITY AND LAYOFF

1. Definition of Seniority.

Seniority shall be determined as follows:

- A. Total length of unbroken service within job classification; if a tie occurs, then
- B. Total length of unbroken service within the bargaining unit; if a tie occurs, then
- C. Total length of unbroken service with the Corrections Branch; if a tie occurs, then
- D. Total length of unbroken service with the County; if a tie occurs, then
- E. Score on the Civil Service examination; if a tie occurs, then
- F. Filing date of the application.

2. Computation of Seniority.

A. Seniority at contract signing. Seniority from the signing date of this agreement shall be in accordance with Addendum "C", which by this reference is incorporated herein, and in the event of bumping or voluntary demotion to a vacancy in lieu of layoff, in accordance with Section B. (6) below. Nothing contained in Addendum "C" shall affect already determined dates of probationary service.

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

- (1) Time on authorized leave taken with pay will be counted.
- (2) Except to the extent required by law governing military leaves, if an employee takes a leave of absence without pay which exceeds thirty (30) consecutive days, no portion of the leave will count. However, this provision shall not apply to educational leaves up to one year under article 11.5, and approved leaves under the Oregon Family Leave Act and the Federal Medical Leave Act.
- (3) Time spent in a trainee capacity (e.g., CETA, or Intern Programs)

will not be included.

(4) At the time of initial hire in a permanent capacity, temporary time served which counts toward the probationary period as provided in Article 2.A. shall also count toward seniority.

(5) Time spent in a classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(6) An employee who transfers to a lower classification in the promotional line within the bargaining unit will be understood, for purposes of these guidelines, as having accrued seniority in their present classification plus the seniority accrued in the higher classifications held by them prior to their transfer.

(7) Time spent on layoff will not be included.

(8) Service is "broken" for purposes of this Article by discharge, voluntary quit from employment with Multnomah County, promotion or transfer out of the bargaining unit except as specifically provided in Subsections 3.B.(2) d. iv. and 3.B.(2) d. v., below, or expiration of the layoff list.

3. Application of Seniority.

A. Retirement. It is understood that seniority dates as established in this Agreement do not apply to retirement benefit calculations.

B. Layoff and Bumping.

(1) The Basic Layoff Rule. Reductions in force are to be identified by classification. Employees holding positions shall be subject to transfer, demotion, or layoff options in inverse order of seniority.

(2) Bumping.

(a) Definitions.

i. Bumping. The replacement of an employee with less seniority by an employee with more seniority.

ii. Promotional Line. A "promotional line" refers to a series in which the higher classification requires service in the lower classification as a prerequisite. The following promotional line is recognized for the purposes of the layoff provisions of this Agreement: Corrections Officer, Corrections Supervisor (Sergeant).

iii. Classification previously held. A "classification previously held" refers to a classification in which the employee served as a regular employee.

(b) Bumping employees in the same classifications. If no vacancy exists, the employee may bump an employee with less seniority.

(c) Bumping employees in a lower classification. An employee who is subject to layoff may transfer to a lower classification in the same promotional line, or to a classification previously held, if (1) a vacancy exists, or (2) if no vacancy exists, the employee has more seniority than the employee in the lower classification. For purposes of this subsection seniority includes unbroken service accumulated in both the higher and lower classifications in accordance with 3.B.(2) a. ii. above.

(d) Special employee categories.

i. Employees without permanent status. Within a classification, temporary and other employees who do not have permanent status will be laid off before employees with permanent status, will not be placed on layoff lists, and do not have bumping rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's judgment.

ii. Permanent employees on temporary appointment. A person who had acquired permanent, non-probationary status in a classification and who subsequently is given a temporary appointment shall be entitled to reappointment in his former classification under the guidelines of this procedure.

iii. Probationary employees. Time spent on layoff will not count toward the probationary period.

iv. Trial service period. The trial service period shall not exceed one (1) year. An employee who has not completed a trial service period following promotion and is laid off or terminated for non-disciplinary reasons shall be afforded bumping rights to the classification previously held prior to promotion according to seniority. Time served in the higher classification shall be deemed service in the classification previously held. For purposes only of this subsection, the first year of service in an exempt Corrections Branch classification shall be deemed a trial service period and time served shall be treated as in any other classification.

v. Exempt Corrections Branch Employee. An employee may be bumped by an exempt Corrections Branch employee who was previously a member of the bargaining unit and who is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 3.10.110(c). In such event only time served in bargaining unit status shall be counted.

(3) Notification and Placement on the Layoff List.

(a) Notice. All employees who may be subject to layoff shall be given notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall stipulate the reason for layoff, advise that the layoff is for reasons not reflecting discredit on the employee, and inform the employee of any transfer or demotion option which the employee may possess under this Agreement. The Association shall also receive such notification.

(b) Offer of Transfer or Demotion. An employee who is subject to layoff and who is offered a transfer and/or demotional option will indicate a preference within five (5) days of receipt of notice. Failure to do so will be deemed as agreement to accept layoff status.

(c) Placement on List. The name of an employee who is laid off shall be placed on a layoff list by seniority for the classification which he last held and any other lower classification in the promotional line. An employee who accepts a lateral transfer or elects to retire shall not be considered as having layoff status and shall not be placed on a layoff list. However, an employee who accepts a demotion shall be placed on a layoff list for the classification from which he was demoted.

(d) Time in Layoff Status. Employees are entitled to have their names remain on a layoff list for twenty-four (24) months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- i. Upon written request of the employee; or
- ii. Upon election to take retirement status; or
- iii. Upon acceptance of permanent reappointment from the layoff list; or
- iv. Upon declining an offer of permanent reappointment;

or

v. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen (14) days of its having been mailed.

(4) Recall of Laid-Off Employees. When a vacancy occurs in a classification for which a layoff list exists, the employees on the list shall be recalled in order of their seniority. Failure of the County to recall a laid-off employee will be permitted only when the manager submits clear justification in writing to the employee and the Association that re-employment would not be in the best interest of the County by reasons that the employee is no longer qualified for the position. The above justification shall be reviewed and processed in accordance with the rules governing dismissal for cause. All laid-off employees in a classification must be recalled before the County may fill a vacancy in the classification through the normal examination process.

C. Shifts and Days Off. Whenever there is more than one (1) shift within the same job classification, employees shall, on an annual sign-up basis, indicate their preference of facility, shift and days off according to their respective seniority. The Corrections Commander or his or her designee will make shift/days off/facility assignments based on seniority preference to the extent that he or she determines they are consistent and do not conflict with the needs of the Office of the Sheriff. Such determinations by the Corrections Commander shall be reasonable. However, probationary deputies may be reassigned or rotated among shifts and facilities for any reason. If vacation bidding by shift is terminated pursuant to the MOU between the parties, this section shall thereafter be read as though the word "facility" did not appear herein.

4. Work assignment. The County reserves the right to make work assignments; however, no assignment shall be for solely arbitrary or capricious reasons. The County shall use a competitive selection process for special assignments. Prior to the notice of interest being published, the non-represented manager responsible for managing the unit will give the MCCOA President or designee an opportunity to review and discuss the selection process. If the employer elects to use an application process for filling a

particular "special assignment" at a given time, it shall use a process that provides general notice of the opportunity to the bargaining unit. Upon written request to the Chief Deputy, non-selected applicants will be provided feedback for improvement.

ARTICLE 15
HOURS OF WORK

1. Work Day.

A. The regular hours of each workday shall be consecutive hours plus a fifteen (15) minute roll call security briefing when scheduled.

B. Mandatory overtime at the end of (or prior to) the regular shift will be no longer than four (4) additional hours except in a bona fide emergency.

C. Employees shall be entitled to be paid for all time they are required to be on the job, or at the corrections facilities, including but not limited to the 15-minute roll call security briefing, and all other portions of their work shift. Nothing in this section shall be construed to prevent the employer from scheduling the 15-minute briefing period as part of the eight-hour work shift, but if the employer schedules it outside said shift, the employer shall compensate employees for the time outside the shift.

D. Alternative Work Schedules. Greater flexibility in scheduling which benefits employees on Special Assignments and the County, may be implemented, provided that such schedules are in writing, and are agreed upon by the Association and the Labor Relations Manager. A copy of any such agreed-upon schedules shall be provided to all directly affected employees. Work schedules created under this section shall be subject to the terms of this Agreement.

E. Special Assignment Flex Time. Employees may request to work fewer hours than scheduled on one day in a 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 provision of this Agreement, will not result in overtime pay.

F. Compensatory Time Off. In lieu of overtime under Article 16, Section 5, employees may elect to receive equivalent compensatory time off with pay so long as his or her unused accumulated balance does not exceed eighty (80) hours of paid time off. If a member's unused compensatory time balance exceeds eighty (80) hours within a pay period, the member shall be paid the balance over eighty (80) hours at the applicable overtime rate in the pay period earned. Compensatory time accruals are not

counted in the vacation leave/personal holiday calendar for designation of slots as set forth in the 2001 Memorandum of Understanding entitled "Memorandum of Understanding: Vacation Scheduling For MCCOA Members." Compensatory time may only be taken if a space is available in the vacation leave/personal holiday schedule. Compensatory time shall not be substituted for vacation scheduled during the annual seniority bidding process. Ninety (90) days prior to the end of each fiscal year the County may give written notice to MCCOA that the County may cash out compensatory time balances in excess of 40 hours for the pay period ending June 30 of each year.

2. Work Week. The workweek shall consist of seven (7) days, during which each employee will be scheduled to work five (5) consecutive days of eight (8) hours per day with two (2) consecutive days off or four days of ten (10) hours per day with three days off. Except for the fifteen (15) minute briefing period, any work in excess of forty (40) hours within a workweek shall be subject to the payment of overtime, per Article 16. Alternative work schedules may be implemented upon mutual agreement of the parties.

3. Time Off Between Shifts. No employee shall be required to work more than one (1) shift with seven (7) hours and forty-five (45) minutes or less off, between shifts, during each scheduled work week and except as provided in Section 4 shall have not less than forty-seven (47) hours and forty-five (45) minutes off between scheduled work weeks, unless voluntarily waived.

4. Work Schedules.

A. Posting and Vacation Relief. Except as provided in Sections 5 and 6 of this Article, and during a bona fide emergency, work schedules including any overtime showing each employee's shift, work days and hours shall be posted on all employee bulletin boards at all times and shall not be changed unless posted for ten (10) days.

B. Change of Days Off. Change of shifts and/or days off as the result of the annual sign-up or voluntary shift or day off changes may necessitate on a temporary basis irregular scheduling of days off to include split weekends as well as shorter than normal periods between shifts or weekends. Such changes are allowable without application of other provisions of this Agreement provided:

(1) Limitation of disruption of days off. Days off following fourteen (14) days of assignment to the new shift shall be in accordance with the new weekend days

assigned.

(2) Break days. The employee shall not be scheduled to work more than five (5) days in a row without a break day. Hours worked in excess of these five (5) days shall be paid at the overtime rate of pay. Days worked immediately prior to the shift change shall be included in the five (5) day requirement of this subsection.

(3) Time between shifts.

a. Involuntary changes. In cases of involuntary shift changes, the employee's new shift shall not begin less than 23.75 hours following the end of the last shift; provided, however, this limitation shall not apply upon return to original shift in instances of temporary shift changes. An employee may voluntarily waive this provision.

b. Voluntary changes. In cases of voluntary changes, the employee's new shift shall not begin less than eight (8) hours following the end of the last shift, except when the employee has voluntarily agreed to work a shift immediately following his or her regularly scheduled shift in lieu of working his or her following regularly scheduled shift within the same work week. In such case, no break will be required between shifts. Voluntary shift changes shall be assigned based on seniority to employees who respond within 15 minutes of a general radio broadcast at the facility where the opportunity arises.

c. Annual sign-up. Shift changes at the time of the annual sign-up shall be deemed voluntary unless the employee is not granted his or her expressed shift preference from remaining options at the time he or she signs up.

(4) Shift weekends. No change of shift under the terms of this section shall result in more than one split weekend. It is further specifically understood that in the instance of a temporary change in shift during the year no more than two split weekends would result, i.e. one going into the temporary shift and one upon return to the permanent shift.

(5) Semimonthly. No employee shall be paid less than eighty (80) hours in a semimonthly pay period as the result of the application of the provisions of this section; provided further, however, that hours worked in excess of eighty (80) hours in a pay period as the result of the application of this Article shall not be eligible for

overtime except as provided in Subsection (2) Break days.

C. Bidding Under Alternative Work Schedules. The parties acknowledge that during the term of the predecessor agreement, the Association has agreed to allow alternative work schedules for certain special assignments. Bidding within such alternative work schedules shall be by bargaining unit seniority except where the County has an operational need to assign particular personnel to a particular schedule. The County must give written notice to the Association of proposed exceptions to seniority at least two weeks prior to the start of the bidding process.

5. Voluntary Shift Changes.

A. Except as provided in Section 4 above, all shift changes shall be made on a voluntary basis and for a single shift only.

B. Any employee voluntarily changing a shift will be paid a premium in accordance with Article 16, Section 9.

6. Voluntary Waiver of Ten (10) Days Notice. An employee may at any time voluntarily waive the ten (10) day notice of shift and schedule change by signing a waiver authorization form.

7. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days, four (4) ten (10) hour days or alternative schedule.

8. Security Briefings. Corrections Officers may be required to attend security briefing for fifteen (15) minutes before the commencement of each shift.

9. Court Subpoenas or Writs. Employees in receipt of a subpoena, summons, or writ shall immediately notify his or her facility commander of the scheduled time of appearance or deposition. A copy of the subpoena, summons, or writ shall be delivered to the facility commander as soon as practicable. Upon completion of court appearance or deposition, if during a regularly scheduled shift, the employee shall contact the facility commander for reassignment. The parties agree that the terms set forth in Addendum G shall apply.

10. Meal Periods. Subject to interruption based on operational needs, all employees shall be granted a thirty (30) minute meal period during each work shift, which shall be with pay. The County shall permit any employee who is requested to and does work two (2) hours beyond his regular quitting time, time off for his meal. Whenever practicable, meal periods shall be scheduled in the middle of the shift.

11. Meal Costs Not Included in Overtime Calculations. In accordance with 29 CFR 548.304, the parties agree that the cost of meals shall not be included in regular pay for the purpose of computing overtime.

12. Overtime Waiver. The parties waive application of ORS 279.340.

13. Implementation of 7.k. Provision of the FLSA. The parties recognize and agree that the Office of the Sheriff has implemented a 7.k. exception in connection with the effective date of application of the Fair Labor Standards Act to State and Local Government, April 15, 1986. The terms of the exception are:

Work Period - 28 days

Maximum Hours - 165.5

ARTICLE 16
WAGES AND CLASSIFICATIONS

1. Wages and Classifications Schedule.

A. Employees shall be compensated in accordance with the Wage Schedule attached to this Agreement and marked Addendum "A". The attached Wage Schedule shall be considered a part of this Agreement.

Employees will advance one step in their respective classifications on each anniversary of their employment.

B. When any position covered by this Agreement but not listed on the Wage Schedule is established, the County may designate a job classification and pay rate for the position, which rate shall bear a just and proper relationship to existing rates within the bargaining unit. If the Association does not agree that the classification and/or rate are proper, the parties mutually agree to meet and confer on the specific objections raised by the Association.

C. Whenever an employee performs work in a higher classification four hours or more, the employee shall be paid for the entire period of such work at the rate assigned to the higher classification in the appropriate step according to promotional policy.

D. Employees who work regularly on a part-week basis in a higher classified job will be paid the higher rate for all hours worked in such assignment.

E. Management will not attempt to avoid paying the higher rate by rotating the assignment or by other circumvention.

F. Longevity Pay. Employees who have completed fourteen (14) years of County service shall receive, as part of their regular rate of pay, a longevity incentive payment of two and one-half percent (2.5%) of the applicable base hourly wage set forth in Addendum "A".

Employees who have completed twenty (20) years of County service shall receive, as part of their regular rate of pay, an additional one and one-half percent (1.5%) of their applicable base hourly wage for a total longevity premium of four percent (4.0%) after twenty (20) years.

Any categories of premium pay or achievement incentive shall be compounded on top of longevity pay.

County service is defined as County service in classified and/or unclassified positions, but does not include service as a temporary employee, on call employee or service that was less than half time. County service definition contained herein, does not impact any employees who have already qualified for longevity pay.

2. Pay Periods. Except as provided herein, the salaries and wages of employees shall be paid semi-monthly in accordance with current practice. In the event the payday is a holiday, the preceding day shall be the payday.

3. Reporting Time. Any employee who is scheduled to report for work and who presents himself for work as scheduled but where work is not available for him, shall be excused from duty and paid at this regular rate for a day's work.

4. Call-In Time. Any employee who is called to work outside his regular shift shall be paid for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate. This provision does not apply to compensation for court appearances.

5. Overtime. Except for the fifteen (15) minute briefing period, one and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

A. All authorized work performed in excess of eight (8) hours in any work day for a five-day, forty-hour-a-week employee or in excess of ten (10) hours in any work day for a four-day, forty-hour-a-week employee during the 24-hour period which begins the first hour of an employee's regularly scheduled work day; however, this provision shall not apply to voluntary shift changes under Article 15, section 5 and Article 16, section 9.

B. All authorized work performed in excess of forty (40) hours in any workweek.

C. Overtime worked shall be considered all work performed fifteen (15) minutes after the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half (1/2) hour for pay purposes.

D. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate.

E. All authorized work performed on the second day or third day (if scheduled to work 4/10 schedule) following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided that the employee has worked such overtime as was offered him/her in the first day following the normal work week. In no case shall double time apply to a day declared a state of emergency by the Governor or the Multnomah County Chair.

6. Court Time. Whenever an employee is required to appear in court outside his or her regularly scheduled shift, he or she shall be compensated for such time at the rate of one and one-half (1-1/2) times the regular rate for all time spent in such court appearance, with a minimum of four (4) hours compensation at the overtime rate. This minimum guarantee shall not be applicable to court time which includes an extension directly prior to or immediately after the employee's regularly assigned shift.

7. Distribution. All overtime work shall be distributed as equitably as practical among employees within the same job classification in each agency. The requirement of Article 15, Section 1, concerning the workday, shall be controlling. No employee will be required to work more than an eight (8)-hour day if on a 5/8 schedule or ten (10) hours if on a 4/10 schedule, where volunteers, including seventh day volunteers, are available to perform the work except in a bona fide emergency.

8. Mileage Pay. Whenever an employee is temporarily required to report to work at any location more distant from his home than his permanent place of reporting, he shall be paid at the rate approved by the IRS for non-taxable reimbursement of such expenses for the additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management, nor will it apply whenever an employee is required to appear in court and a county car is available. Current practices regarding pay during travel to and from temporary reporting locations shall be continued. Payment for mileage will be made when an individual has accumulated a minimum of twenty dollars (\$20) or at the end of the fiscal year, whichever first occurs.

9. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of 3% to employees for all hours worked on shifts beginning between the hours of 12:00 Noon and 8:00 p.m., and an hourly premium of 4% to employees for hours worked on shifts beginning between the hours of 8:00 p.m. and 4:00 a.m., and an hourly premium of 5% for all employees who are assigned to work a relief shift. Employees assigned a shift change pursuant to Article 15, Section 5, shall be paid an hourly premium of 20% for all hours worked on the assigned shift change.

10. Trainer Pay. Any Corrections Officer required to perform the extra duties of a Trainer shall be paid a differential of five percent (5%), in addition to his base pay, for all time spent performing the duties of a Trainer.

11. Emergencies. Officers will respond to all emergencies when called.

12. CERT Team Pay.

A differential of two percent (2%) over the base rate shall be paid to any Corrections Officer assigned to the Corrections Emergency Response Team for all time in the assignment.

13. Court Cars. The existing practice of providing court cars at Sheriff's Office Headquarters (122nd and Glisan) shall be continued; provided, however, it is understood that such cars are available on a "first come, first served" basis.

14. Pension.

A. PERS/OPSRP Membership. Employees shall be eligible for participation in the Oregon Public Employees Retirement system (PERS) (coverage for Police Officers and Firefighters) and Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers and Fire Fighters), pursuant to ORS 237, 238 and 238A and 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 Oregon Public Employees' Retirement Board and Multnomah County pursuant to the former provisions of ORS 237.051 (now ORS 238.680).

B. PERS/OPSRP "Pick-Up" and "Pick-Up" Under IRC Section 414 (h) (2).

(1) The County shall "pick-up" the employee contribution to PERS or OPSRP, six percent (6%), as permitted by ORS 238.205(5)(a) and ORS 238A.330. The

parties acknowledge that the pick up payment is inapplicable to employees who are not PERS or OPSRP members due to insufficient service. If for any reason the "pick up" shall become no longer legally available, the County shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent and return to the limited "pick up" in effect on June 30, 1998, including but not limited to the terms of compensation then in effect for non-PERS members. Pursuant to ORS 238.205(6) and ORS 238A.335(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.

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

(3) To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies.

15. Reopener. If the County's good-faith estimated of general fund operating resources in the executive budget for the fiscal year falls fifteen percent (15%) or more below the actual general fund operating resources of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general wage provision for the affected fiscal year will commence immediately upon notification to the Association of a proposed wage reduction or within fourteen days of written notification to the Association of the shortfall.

16. Derivation of Basic Overtime The parties agree that August 6, 1998 Master Settlement Agreement requiring an overtime factor of one and five hundred thirty-five one thousandths (1.535) due to an alleged violation of the Fair Labor Standards Act has been settled in total. Therefore, effective October 1, 2004 all references contained in this collective bargaining agreement to the 1.535 or 2.535 overtime rate is hereby changed to one and one-half (1 ½) or (2.5).

17. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total Gross.

A. Regular Pay. Regular Pay is Base Pay identified in Addendum A-1 plus Achievement Pay and Longevity Pay calculated in the following mathematically expressed sequence:

First: Employee's base wage + Employee's Achievement
Incentive = "n"

Second: "n" + Employee longevity pay (e.g. longevity % x "n") = "n1"
("n1" is the "regular pay" referred to in this collective
bargaining agreement.)

B. Premium Pay.

Percentage based premium(s) x "n1" = Premium Pay

Example: CERT x "n1" = CERT Pay

Translator x "n1" = Translator Pay

Swing Shift Differential x "n1" = Shift Differential Pay

Shift premium is applied on top of other premiums, if such other premiums are not applied to all hours worked, e.g. ("n1" + occasional premiums) x shift differential = Shift Differential Pay.

C. Average Overtime Rate.

First: Regular Rate "n1" x all hours worked during the
FLSA week = Straight Gross.

Second: Premiums x Appropriate hours as apply to each premium.

Example: CERT x Hours = a1

Translator Pay x Hours = a2

Shift Differential x Hours = a3

a1 + a2 + a3 = Premium Gross

Third: Straight Gross + Premium Gross = Total Gross

Fourth: Total Gross divided by all hours worked during the FLSA
week = Average Straight Time Rate.

Fifth: Average Straight Time Rate x Overtime Rate (1.5) =
Average FLSA Overtime Rate.

D. Grand Total Gross

First: Straight hours worked during the FLSA week x regular
rate "n1" = Regular Gross.

Second: Average FLSA Overtime Rate x All hours worked after 40
= Overtime Gross

Third: Regular Gross + Premium Gross + Overtime Gross =
Grand Total Gross

18. Canine Pay. Employees regularly assigned a dog as part of a canine assignment and who are assigned responsibility for care, feeding and maintenance of the dog during what would otherwise be off duty hours shall be paid five (5) hours of overtime at the rate of one and one half (1.5) times the employee's regular rate of pay for each full week the employee is so assigned. Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such 'off-duty' time.

19. Translator Pay. Effective January 1, 2002, the Sheriff shall maintain a list of designated translators. The Sheriff shall have the sole and exclusive right to select the languages and set the proficiency standards for a translator. Employees who are on the list shall receive a two percent (2%) premium on the base wage. All who qualify under the Sheriff's minimum standards shall receive the premium.

ARTICLE 17
CORRECTIONS SERVICE AND
TRAINING ACHIEVEMENT PROGRAM

In order to maintain and improve officers' health and corrections skills, as well as to increase their participation in community life, the parties adopt the following voluntary achievement program for bargaining unit members:

1. **Achievement Levels**

<u>Level</u>	<u>Incentive Pay Above Wage Step</u>	<u>Requirements Outline</u>
		<input type="checkbox"/> <u>To qualify</u>
I	4.00 %	1) Five (5) years of service with Multnomah County Division of Corrections in corrections field; and 2) Possession of a current Intermediate DPSST Certification.
II	7.00 %	<input type="checkbox"/> <u>To qualify:</u> 1) Seven (7) years of service with Multnomah County Division of Corrections in Corrections field; and 2) Possession of a current Advanced DPSST Certification

2. **Explanation of Requirements**

A. **DPSST Corrections Certification**

The officer must obtain and maintain Board on Police Standards and Training (DPSST) Intermediate Corrections Certificate for Level I and Advanced Corrections Certificate for Level II.

B. **Length of Continuous Service Requirements.** Employees may apply to substitute prior service as a Corrections Officer acquired with any employer(s) for up to fifty percent (50%) of the length of service requirements for each level set forth in Section 1 above. Whether such service involved duties and demands generally comparable to service as a County Corrections Officer shall be determined by the

County Employee Services Division upon request. Only such comparable service, as determined by the Employee Services Division, shall be applicable as substitute service, subject to the fifty percent (50%) ceiling set forth above.

3. Entry Into the Program. When the employee has completed the requirements for initial entry into the program for initial movement from Level I to Level II, he shall be entitled to appropriate compensation under this program beginning with the first full pay period after successful completion of the relevant requirements.

4. Program Modifications. In the event the DPSST certification requirements (in effect on the effective date of this Agreement) are reduced, or if the DPSST Corrections Certification Program is terminated, the County shall develop and implement substitute requirements at least equal to those in effect on the effective date of this Agreement. From the date that DPSST requirements are reduced or terminated until the date the County implements substitute requirements, entry into a particular program level shall be prohibited if, in the County's judgment, the employee who is seeking such entry would currently qualify only because of the reduction or absence of DPSST requirements. Substitute requirements shall be effective only after the Association has been given an opportunity to meet with the County to review and discuss the requirements.

ARTICLE 18
DISCIPLINARY ACTION

1. **Discipline.** Employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspension without pay, dismissal, or any combination of the above as outlined in the corrective action guidelines; provided, however, that such action shall take effect only after the County gives written notice of the action and just cause to the employee. During the period of probation, the employee may be disciplined or dismissed without just cause.
2. **Just Cause.** Just cause shall include misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an employee.
3. **Right to Appeal.** Any permanent, non-probationary employee who is issued a written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction for a specific duration of time, suspended without pay, dismissal or any combination of the above as outlined in the corrective action guidelines, for just cause shall have the right, subject to the provisions of the Association Constitution, to appeal the action through the Grievance Procedure. The Association shall submit such grievance at Step III of the grievance procedure not later than ten (10) working days after the effective date of the disciplinary action.
4. **Reprimands.** If the County has reason to orally 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.
5. **Internal Investigatory Procedures.** Internal investigatory procedures shall be conducted in a manner consistent with the provisions of Article 19 on Officers Rights of this Agreement.
6. **Reinstatement.** Any employee found to be unjustly suspended, demoted, or discharged, shall be reinstated pursuant to the award of the arbitrator.
7. **Personnel Records and Information**

A. An employee or his representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his authorized representative shall be given a copy of any materials in his personnel file. The County shall comply with ORS 652.750 concerning the inspection of records.

B. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance when the material is first placed in the file or within a reasonable period of time.

C. Except as provided below, an employee may request and have removed from his or her personnel file any letter of written reprimand more than three (3) years old, provided that the employee's personnel file does not contain a record of a more recent disciplinary action. In the latter case, the employee will be entitled to removal of the older reprimand only when he or she becomes entitled to removal of all disciplinary actions from the personnel file.

D. Any letter imposing a suspension or disciplinary demotion which is four (4) years old or more shall be removed from the employee's personnel file and destroyed, provided that the employee's personnel file does not contain a record of a more recent disciplinary action. In the latter case, the employee will be entitled to removal of the older suspension only when he or she becomes entitled to removal of all disciplinary actions from the personnel file.

E. The employee may respond in writing to any item placed in his personnel file. Such response shall become a part of the file. Upon request of the employee, the Sheriff has discretion to remove disciplinary material from an employee's personnel file before expiration of the time periods set forth in C. and D. above.

F. The only letters of discipline which shall be admissible in an arbitration hearing are those contained in the employee's personnel files of the Sheriff's Office.

8. I.A.U. Records and Files.

No investigation shall be considered complete nor shall the IAU file be forwarded to the Inspector for making of recommendations as to culpability unless

the employee and union have been given a complete copy of the IAU file and an opportunity to review it and add any additional evidence the employee or union believes should be considered. The union or employee shall notify the Internal Affairs Investigator's Office within the next two (2) work days after receipt of the union's receipt of the complete file of the employee's intent or that of the union to supply such additional evidence. If such notice is not received, the file will be forwarded to the Inspector after expiration of the two (2) workday period. If such notice is received, the employee and union shall have the next three workdays (following the two (2) workday period) to supply such information to the investigator. After the three (3) workday period has expired, the file will be forwarded to the Inspector. For purposes of this section, "work days" is defined in the same manner as in Article 20, section 1, step I of this agreement.

ARTICLE 19
OFFICERS RIGHTS

All Employees in bargaining unit whom are the subjects of a complaint or investigation shall be entitled to protection of the following rights:

1. The employee shall not waive nor be deprived of any constitutional or civil rights guaranteed by the Federal and State Constitutions and Laws afforded any citizen of the United States.
2. If, in the course of his or her County employment, an employee uses or participates directly in the use of physical force and an individual against whom the force was exerted dies or sustains a serious physical injury, the Sheriff's office shall not require the employee to provide a written or oral statement concerning such incident until the employee has had a reasonable opportunity (e.g. 24 hours) to confer with private legal counsel and the Association. This shall not preclude an employee from voluntarily making such a statement or participating in a walk-through of the incident prior to such consultations, nor shall it preclude the Sheriff's Office from requiring the employee to provide information reasonably necessary to terminate an imminent threat to the safety of other persons or to jail security. For purposes of this section, a "serious physical injury" means physical injury which creates a substantial risk of death or which causes serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ. Nothing in this section shall be construed to limit the employee's rights under section 1 of this Article.
3. The employee shall be informed by the Sheriff, or his designee(s), of the nature of the investigation and whether the employee is a witness or suspect before any interview commences. The name of the complainant, the citation of any known applicable work rules, procedures, or orders which the employee is alleged to have violated, and other information necessary to reasonably apprise the employee of the allegations of such complaint shall be provided in writing to the employee, and his or her representative within a reasonable period of time before the meeting. However, this provision shall not apply in bona fide emergencies. For purposes of this subsection, an "emergency" is a circumstance in which any delay in obtaining information from the

employee is likely to cause further injury to persons or property.

4. When the Sheriff's Office receives a complaint against a Division member, the Sheriff's Office shall provide the accused member with reasonable notice in writing of any information necessary to reasonably apprise the employee of the allegations.

5. Any interview shall take place at the institution where the employee is assigned or any other mutually agreeable location. The interview shall be at a reasonable time for the employee, during the employee's duty time unless exigencies of the investigation dictate otherwise.

6. The employee shall be afforded the right to Association representation prior to or during the interview in accordance with State law.

7. The interview shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls, and rest periods.

8. Interviews shall be done under circumstances devoid of intimidation or coercion and shall not otherwise violate the officer's constitutional rights. The officer shall not be subjected to any abusive language. No promises or rewards shall be made as an inducement to answer questions.

9. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

10. If the County violates the terms of this Article in the investigation of an employee's conduct, and subsequently imposes a written reprimand, suspension without pay, a demotion, or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation into account and give it such weight as he or she deems reasonable, given the severity of the violation and the total circumstances of its occurrence.

ARTICLE 20
SETTLEMENT OF DISPUTES

1. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner except that probationary employees shall have no right to appeal discipline or discharge under this grievance procedure:

Step I: After first attempting to resolve the grievance informally through the exempt chain of command any employee or the Association may present in writing such grievance to the Corrections Chief Deputy, with a copy to Human Resources, within fifteen (15) working days of the alleged contractual violation; if, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The applicable Chief Deputy or his or her designee shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within fifteen (15) working days.

For the purposes of this grievance procedure, "working days" shall be defined as on day rough Friday, excluding recognized holidays under the County Management Compensation plan.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the Sheriff or his designee(s) within fifteen (15) working days after the response is due at Step I. The Sheriff, or his designee(s), shall respond to the employee or his or her representative, in writing within fifteen (15) working days. If the response is to the employee, a copy will be provided to

the Association.

Step III: Arbitration. If the grievance has not been answered or resolved at Step II, the Sheriff or the Association may, within ten (10) working days after the expiration of time limit specified in Step II, request arbitration by written notice to the other party. After the grievance has been submitted to arbitration, the Association and the Labor Relations Division acting for the Sheriff, shall jointly request the State Mediation and Conciliation Service for a list of the names of seven (7) arbitrators drawn from a pool consisting of Oregon and Washington arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration, taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he or she shall be requested to issue his or her decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of either party by issuance of subpoenas, the cost of which shall be borne by the party requesting the subpoena. The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The Arbitrator's decision shall be within the scope and terms of the Contract 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 with the supervisor, and it shall state the effective date of the award. Fees and expenses for the arbitrator 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 a record to be made electronically or by reporter, on the condition that it pays for the record and makes copies available without charge to the other party and 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.

2. Stewards and the Investigation of Grievances. Employees selected or elected by the Association as employee representatives shall be known as "Stewards". The names of the stewards shall be certified in writing to the County by the Association. Upon notification to the supervisor and the tentative cause of a grievance, a steward(s) may investigate a grievance(s) and represent employees in grievances and "Weingarten" meetings during working hours without loss of pay. All efforts will be made to avoid disruptions and interruptions of work. Employees meeting with their steward or Association representative to investigate a grievance will also be permitted to do so without loss of pay during working hours.

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

4. Constructive Notice Requirements. If the Association provides any notice or letter required by this Article to the wrong supervisor or administrator in the MCSO or in the County Labor Relations Department, the notice shall nevertheless be considered to have been timely submitted if a copy has been sent to the Corrections Chief Deputy and the MCSO Human Resources Director.

ARTICLE 21
GENERAL PROVISIONS

1. **No Discrimination.**

A. **Equal Application of Contract.** 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, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

B. **Affirmative Action.** In recognition of the joint commitment of the County and Association to affirmative action principles, the County will make available on a fiscal year basis to the Employee Relations Committee a report of progress made toward affirmative action goals. This report will form the basis of discussions concerning joint efforts which can be taken by the parties to achieve stated goals.

C. **References.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

D. **Right to Association Membership.** The County and Association agree not to interfere with the rights of employees to become members or refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint or coercion by the County or the Association or any County or Association representative against any employee because of or in Association membership or non-membership or because of or in any employee activity in an official capacity on behalf of the Association, provided such activity does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. **Bulletin Boards.** The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

3. **Visits by Association Representatives.** The County agrees that accredited

Association representatives shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. Every reasonable effort will be made by the Association representative to ensure that such visits cause no disruptions of work.

4. Changes in Work Rules or Conditions. When any change in existing rules or conditions not otherwise covered by this Agreement is instituted by management, it shall not be done for arbitrary or capricious reasons.

Any unresolved complaint as to the reasonableness of a change in rules or conditions shall be resolved through the grievance procedure.

5. Rules. The County agrees to furnish each employee with a copy of all applicable work rules. Except in emergency situations, any new rules instituted shall be posted in all affected work areas at least seven (7) days before becoming effective, and furnished to each employee within thirty (30) days after they become effective. New employees shall be provided a copy of all existing rules at the time of hire.

6. Uniforms and Protective Clothing. If an employee is required to wear a uniform, protective clothing, or any type of protective device, such uniform, protective clothing or protective device shall be furnished to the employee by the County, specifically to exclude standard footwear, trouser belt with buckle, and handcuffs. The cost of maintaining the uniform or protective clothing or device, excluding cleaning but including initial tailoring, shall be paid by the County. Clothing and other devices other than uniforms, protective clothing and devices now provided by the County shall continue to be provided and shall uniformly be provided by job classification by the County.

In the case of an employee who is required not to wear a uniform, the County will replace any employee clothing damaged in the line of duty. Glasses or contact lenses lost or damaged during an altercation in the line of duty shall be repaired or replaced at no cost to the employee.

7. Time Exchanges. The practice of time exchanges between officers will be allowed subject to approval of the affected shift commanders. Effective January 1, 2002, officers shall be limited to a maximum of fifty-two (52) time exchanges per calendar year. Time exchanges for the purpose of military service shall not be charged against the allotted number of time exchanges. Any denial of a request shall not be for

arbitrary or capricious reasons.

Time exchanges may not be scheduled to occur more than sixty (60) days from the approval of the request. If an officer has three (3) failed time exchanges in any calendar year, the privilege of time exchanges shall be immediately suspended, and such suspension shall be for a period of time to extend six (6) calendar months from the date of the last previously-approved time exchange; provided that, previously-approved time exchanges shall not be canceled. For purposes of this paragraph, a "failed time exchange" shall mean an approved time exchange in which the officer failed to show up for work two or more hours after the scheduled beginning time of the shift.

A. The number limitation on time exchanges shall not be modified prior to June 30, 2007 regardless of the duration and termination provisions set forth in Article 24.

8. Employee Relations Committee Meetings. To promote harmonious relations and to provide internal communications, the Association and the Sheriff will establish an Employee Relations Committee consisting of three (3) representatives from each party. The Committee will establish regularly scheduled meetings to discuss any matters pertinent to maintaining good employer-employee relationships, specifically to include safety issues. Each party shall advise the other as far in advance as possible of the subject matters to be discussed.

9. Contract Work.

A. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications. In all cases of layoff resulting from contracting out or subcontracting work, the County agrees to make a good faith effort to find suitable and comparable employment.

The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Executive or Board for formal action.

B. The County agrees to employ Corrections Officers to supervise inmates under the supervisory authority of the Sheriff as defined in MCC 15.001(B) while housed in local correctional facilities as defined by ORS 169.005(3). For purposes of this subsection, the classification of "Corrections Officer" shall mean individuals certified by the State of Oregon Department of Public Safety Standards and Training under ORS 181.610(5) and ORS 181.652. This section does not apply to facilities and programs under the supervisory authority of DJACJ as defined in MCC 17.002.

C. The County further agrees to meet with the Association at its request to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable, transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Association agrees to assist the County in minimizing the impact on such affected employee(s).

10. Outside Employment. Permission to work at outside employment must be approved in writing by the Sheriff. The Sheriff's application of the rule governing outside employment shall not be arbitrary or capricious.

11. Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever a conflict arises between this Agreement and Multnomah Code 3.10 or its successor, this Agreement shall prevail.

12. Joint Committee on Payroll and Time Keeping System. The Union agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system which would be applicable to members of the union's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in

identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems.

ARTICLE 22
SAVINGS CLAUSE AND FUNDING

1. 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 state or federal 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 attempt 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 thereof.

2. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Commission. The County has no intention of cutting the wages and benefits 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 and benefits 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 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 23
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in the 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 the rules and regulations or Multnomah County Code 3.10 . The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargaining collectively with respect to any subject 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 herein shall prevent the parties from voluntarily entering into written Memoranda of Agreement, Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24
TERMINATION

This Agreement shall be effective as of the execution date of this Agreement and shall remain in full force and effect through the 30th day of June 2010, subject only to the reopener exceptions set forth in Addendum A. Negotiations for a successor agreement shall commence no later than February 1, 2010. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

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

Multnomah County Corrections
Officers Association:

By _____
Uwe Pemberton, W.S. V.P.

By _____
Doug Hewitt, Exec. V.P.

By _____
Melissa Regehr, Neg. Team

By _____
Chad Gaidos, Neg. Team

By _____
Keith Fisher, Neg. Team

By _____
Tim Strohmeyer, Neg. Team

Negotiated By:

By _____
Darcy Bjork, E.S. V.P.

Multnomah County, Oregon
Board of Commissioners:

By _____
Diane Linn, Chair

By _____
Maria Rojo de Steffey, District 1

By _____
Serena Cruz, District 2

By _____
Lisa Naito, District 3

By _____
Lonnie Roberts, District 4

Sheriff of Multnomah
County, Oregon:

By _____
Bernie Giusto, Sheriff

Negotiated By:

By _____
Jim Younger, HR Manager

Reviewed:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By _____
Kathy Short
Assistant County Attorney

ADDENDUM A

WAGES

Wages Effective July 1, 2004: Effective July 1, 2004, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by two point three percent (2.3%). (Please see Addendum A-1).

Reopener for 2005-2006: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2005 for July 1, 2005 wages rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2006-2007: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2006 for July 1, 2006 rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2007-2008: Parties agree to reopen Article 12 Health and Welfare, Article 16 Wages and Classification, and two other articles each of their choice (but not Article 6 or Article 21, section 7.A) no later than February 1, 2007. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2008-2009: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2008 for July 1, 2008 wages rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2009-1010: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2009 for July 1, 2009 wages rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

ADDENDUM A-1

Salary Table

2.3% Pay Increase 2004-2005

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	19.39	20.49	21.55	22.67	23.84	24.93
Corrections Sergeant	25.76	26.75	27.76	28.78	29.80	30.88

ADDENDUM C

MULTNOMAH COUNTY, OREGON

OFFICIAL SENIORITY LIST FOR BARGAINING UNIT MEMBERS

AS OF 8/9/04

SERGEANTS

		CLASS
1	Cain, L	03/20/82
2	Jordan, R	11/02/87
3	Keith, D	04/05/88
4	Hawkins, L	07/01/88
5	Bjork, D	07/01/88
6	French, J	10/10/88
7	Davis, R	03/15/89
8	Melligh, J	01/02/91
9	Carrithers, D	04/08/91
10	Sakamoto, E	12/21/95
11	Camp, R	12/21/95
12	Moore, D	12/21/95
13	Kendall, M	12/21/95
14	Hasson, C	12/21/95
15	Breiten, T	12/21/95
16	McNeill, T	07/07/97
17	Hugulet-Long, L	11/16/97
18	Peters, A	12/08/97
19	Anderchuk, P	12/08/97
20	Haase, J	04/14/98
21	Luna, J	05/07/98
22	Skeels, S	05/07/98
23	Parker, K	07/13/98
24	Bryant, D	07/13/98
25	Feller, K	07/13/98
26	Moaning, A	07/13/98
27	Miller, R	07/13/98
28	Prigge, P	08/23/99
29	Johnson, W	08/23/99
30	Yon, S	10/11/99
31	Martinez, J	12/13/99
32	Jacobs, T	08/07/00

33	Robinson, R	08/07/00
34	Shaut, D	11/06/00
35	Bogdanovich, R	08/16/01
36	Scott, A	08/16/01
37	Mathews, J	08/16/01

CORRECTION OFFICERS

AS OF 8/9/04

		<u>CLASS</u>
1	Merrill, James L	02/23/77
2	Fleenor, D	08/01/77
3	Long, Stephen D	04/03/79
4	Rock, William H	04/07/79
5	Miller, Ricky A	04/07/80
6	Hilts, Richard F	08/16/80
7	Kimmell, Laurie L	11/03/80
8	Jackson, Wendall B	04/26/82
9	Eastvedt, Steven R	04/26/82
10	Stubblefield, James M	04/26/82
11	Cross, Todd E	07/14/82
12	Holmes, Mark H	03/14/83
13	Mc Nabb, Robert L	07/28/83
14	Long, Elliott D	08/08/83
15	Marshall, Jobie L	02/06/84
16	Hammond, Rory G	04/02/84
17	Bryant, D	08/13/84
18	Getman, Gary A	10/01/84
19	Carson, Philip J	10/12/84
20	Kersey, Charles C	10/16/84
21	Foster, James E	10/29/84
22	Faulkner, Robert A	11/20/84
23	Peterson, Joseph	11/26/84
24	Buckmier, James G	03/13/85
25	Ezell, John B	05/06/85
26	Dutson, Preston C	05/20/85
27	Deluca, Michael	06/03/85
28	Schmelling, Jerald C	07/08/85
29	Gamble, Gary M	08/19/85
30	Lawrence, Philip L	01/06/86

31	Harris, Dirk E	01/06/86
32	Hayes, Dorothy L	01/13/86
33	Stone, Rawn A	02/18/86
34	Stephens, David H	03/24/86
35	Watson, Sidney E	03/31/86
36	Bowdle, Janet E	04/29/86
37	Blosser-Jenkins, Kim R	05/27/86
38	Sosa, Samuel	06/02/86
39	Richardson, Michael G	07/07/86
40	Bagley, Clyde	08/11/86
41	James, Renaldo A	11/03/86
42	Sawyer, James A	11/17/86
43	Hewitt, Douglas B	12/15/86
44	Bales, Gerald	01/13/87
45	Huffstutter, Sharon V	01/19/87
46	Jackson, Crayton	02/17/87
47	Warfield, Wallace w	02/17/87
48	Karcher, G	02/17/87
49	Hunt, Jeffrey E	03/23/87
50	Carleton, Richard M	04/13/87
51	Czmowski, Joy R	04/13/87
52	Gelvick, Roger W	04/15/87
53	Morgan, Charles W	05/18/87
54	Freiermuth, Kirk N	06/15/87
55	Roberts, Kent M	06/15/87
56	Feldman, Eric L	06/15/87
57	Martin, Clifford D	06/15/87
58	Pemberton, Uwe J	07/13/87
59	Harper, Donald P	07/13/87
60	Morris, Ronald D	09/14/87
61	Foster, Timothy J	09/14/87
62	Mc Ilvain, Gilson R	09/14/87
63	Kovachevich, David F	09/14/87
64	Moore, William E	10/12/87
65	Jensen, Charles R	10/12/87
66	Wallace, Rick W	02/01/88
67	Ness, Troy C	05/02/88
68	Kelley, Shawn M	05/02/88
69	Hilts, Daniel W	05/10/88
70	Stoffer, Darryl E	06/06/88
71	Nystrom, Randy	06/06/88
72	Giggers, Bruce K	07/11/88
73	Christopher, Kent	07/11/88

74	Ylonen, Gabriela	08/22/88
75	Smith, Jeffrey D	08/22/88
76	Spencer, Kenneth	09/12/88
77	Hasslen, Timothy D	09/19/88
78	Ingle, Timothy M	09/19/88
79	Pitassi, Mark E	09/19/88
80	Nichols, G J	11/28/88
81	Ruffner, Cheryl L	11/28/88
82	Krantz, Doneva J	01/09/89
83	Beeson, Howard D	05/15/89
84	Mc Mahon, Jeffrey S	05/15/89
85	Lombardi, Charles B	05/15/89
86	Irvan, Leo G	05/15/89
87	Colon, Ana M	07/31/89
88	Nelsen, Christine A	07/31/89
89	Smith, Robin T	11/27/89
90	Fowler, A	11/27/89
91	Hoffert, James M	12/18/89
92	Bradford, J	12/18/89
93	Shields, David G	01/29/90
94	Muth, Sandra	01/29/90
95	King, Daniel C	01/29/90
96	Gardner, Craig A	01/29/90
97	Dewolfe, Richard J	01/29/90
98	De Jongh, Steven A	02/26/90
99	Kernan, Kevin J	04/24/90
100	Burger, Michael S	05/29/90
101	Davis, Amber M	05/29/90
102	Jensen, Keffer D	07/02/90
103	Dilger, Matthew	07/02/90
104	Dunlap, Jack W	07/02/90
105	Willis, Dorene L	08/06/90
106	Harkins, Blaise	10/15/90
107	Stanchfield, Jerome M	11/20/90
108	Fellner, Eva M	12/17/90
109	Wheeler, Rachael L	12/17/90
110	Flowers, David d	12/17/90
111	Conway, Jon C	01/28/91
112	Martin, Bric H	02/19/91
113	De La Garza, Guadalupe L	02/19/91
114	Mansoff, Gregory D	02/19/91
115	Jarmer, Nicholas T	04/29/91
116	Anderson, Douglas N	04/29/91

117	Obie, Sandra D	04/29/91
118	Watson, Anthony L	04/29/91
119	King, William E	05/28/91
120	Packham, Terence	05/28/91
121	Wallace, Kelly L	05/28/91
122	Spencer, Kris E	06/17/91
123	Miller, Eddie J	06/17/91
124	Skipper, Scott A	06/17/91
125	Barton, Heather L	07/22/91
126	Roberts, P	07/22/91
127	Gilliam, Steven R	07/22/91
128	Hawkins, Leonard R	07/22/91
129	Molitor, Gregory T	07/22/91
130	Shafer, Rodnay L	08/19/91
131	Bailey, Donald W	12/09/91
132	Canifax, Karen M	12/09/91
133	Ra'Oof, Muhammad A	12/09/91
134	Parrish, Judy G	12/09/91
135	Iverson, D	12/09/91
136	Anderson, Richard D	01/27/92
137	Owen, Valerie E	01/27/92
138	Warnock, Robert W	01/27/92
139	Atherton, Norma M	01/27/92
140	Miller, Ruth R	06/01/92
141	Lightner Sr, Roderick	11/27/92
142	Holbrook, Robert D	04/12/93
143	Reigle, Tamara	04/12/93
144	Brannan, Laura J	08/23/93
145	Silver, Jerome S	08/23/93
146	Croft, Sean L	08/23/93
147	Mitchell, Matthew W	08/23/93
148	Nystrom, Jeff D	11/01/93
149	Andrews, Linda S	11/01/93
150	Guinan, Brett T	12/06/93
151	Afzal, Shahram	01/10/94
152	Ward, Robert V	01/10/94
153	Horner, Bradley N	02/14/94
154	Farrington, Lewis J	02/14/94
155	Bunnell, Mark A	04/11/94
156	Lundquist, Matthew C	04/11/94
157	Hammack, Brian J	05/09/94
158	Hon, Chris R	07/11/94
159	Bradford, Catrina L	07/11/94

160	Howard, James A	08/29/94
161	Schmidt, David A	08/29/94
162	Gallagher, Sherryl M	08/29/94
163	Hilliker, T	10/24/94
164	Anderson, Brian D	11/28/94
165	Nelson, D	12/19/94
166	Rosa, Gretchen L	02/27/95
167	Brauckmiller, James P	02/27/95
168	Bell, Gary C	02/27/95
169	Harrison, Heather A	02/27/95
170	Mc Callum, Jana L	02/27/95
171	Jones, Timothy R	02/27/95
172	Stoutt, Timothy J	03/27/95
173	Zebede, Luis A	04/24/95
174	Nelson, Heidi M	04/24/95
175	Grevstad, Eric W	04/24/95
176	Bryant, Tony A	07/10/95
177	Lecarno Jr, John G	07/10/95
178	Leader, Jessie M	07/10/95
179	McDade Hood, Molly C	07/10/95
180	Hubert, Darcie L	08/28/95
181	Bull, Diana L	08/28/95
182	Tillinghast, John F	09/18/95
183	Hess, Joan	10/09/95
184	Alexander, Steven J	10/09/95
185	Simpson, Larry D	10/30/95
186	Scheitlin, Edward E	10/30/95
187	Phelps, Michael A	11/27/95
188	Patton, Duane E	11/27/95
189	Bledsoe, Bruce S	01/29/96
190	Roberts, Matthew D	01/29/96
191	Neely, Sean P	03/04/96
192	Fornos, Luis	03/04/96
193	Delano, R	03/04/96
194	Fuller, Scott L	03/04/96
195	Napierkowski, Brent S	03/04/96
196	Hart, Leon M	04/29/96
197	Richey, Dwight D	04/29/96
198	Lemons, Blake P	04/29/96
199	Norton, Charles D	04/29/96
200	Gaidos, Chad M	06/24/96
201	Gramlich, Wayne A	06/24/96
202	Ybarra, J	06/24/96

203	Brambora, D	07/15/96
204	Williams, G	07/15/96
205	Pedersen, D	08/26/96
206	Williams, D	08/26/96
207	Daum, D	08/26/96
208	Hampton, B	09/16/96
209	Williams II, G	09/16/96
210	Pomazi, Barbara	09/30/96
211	Morrissey, N	09/30/96
212	Caton-Miller, D	10/28/96
213	Meyer, J	10/28/96
214	Edmonson, L	10/28/96
215	De Ponzi, M	11/25/96
216	Woodward, J	01/06/97
217	Minato, D	01/06/97
218	Greathouse, C	08/04/97
219	Fuller, K	08/04/97
220	Ahern, W	08/25/97
221	Zeigler, J	08/25/97
222	Diamond, J	08/25/97
223	Stevens, M	08/25/97
224	Wroten, M	08/25/97
225	Foss, L	09/15/97
226	Lewis, L	09/15/97
227	Sferle, O	10/06/97
228	Strohmeyer, T	10/06/97
229	Smith, D	10/06/97
230	Ghitea, R	10/06/97
231	Carriger, W	10/06/97
232	Kammerer, K	10/27/97
233	Taylor, T	11/17/97
234	Liberty, R	11/17/97
235	Connelly, R	11/17/97
236	Harrison, W	11/17/97
237	Forrest, R	11/17/97
238	Pina, S	11/17/97
239	Romey, M	11/17/97
240	Stoutt, J	11/17/97
241	Hathaway, D	11/17/97
242	Gorton, C	11/17/97
243	Streight, S	11/17/97
244	Simpson, P	12/08/97
245	Hudson, C	12/08/97

246	Bascuti, M	12/08/97
247	Johnson, R	12/08/97
248	Kessinger, J	12/08/97
249	Skinner, B	12/08/97
250	Wenzel, L	01/05/98
251	Stiffler, D	01/05/98
252	LeBlanc, D	01/05/98
253	Escarcega-LeBlanc, M	01/05/98
254	Sheridan, J	01/05/98
255	Hartshorn, S	01/26/98
256	Jacobson, K	01/26/98
257	Towers-Picton, T	01/26/98
258	Wallace, R	01/26/98
259	Labuhn, A	01/26/98
260	Feist, D	02/09/98
261	Chun, J	02/23/98
262	Fung, M	02/23/98
263	Matic, A	03/09/98
264	Wiesner, M	03/09/98
265	Huisman, S	03/09/98
266	Vetter, J	03/09/98
267	Rose, M	03/09/98
268	Glasser, G	03/09/98
269	Miller, R	03/23/98
270	Moore, K	03/23/98
271	Plock, J	03/23/98
272	Sieveke, T	03/23/98
273	Sweider, C	03/23/98
274	Maxwell, W	03/23/98
275	Nordstrom, D	03/23/98
276	Flanagan, B	03/23/98
277	Day, R	03/23/98
278	Metscher, J	04/06/98
279	Sullivan, J	04/20/98
280	Smith, A	04/20/98
281	Skjei, J	04/20/98
282	Degnath, D	04/20/98
283	Looney, D	05/04/98
284	Logue, E	05/04/98
285	Gleason, L	05/04/98
286	Hubert, P	05/04/98
287	Haney, R	05/04/98
288	Viuhkola, E	05/04/98

289	Caston, B	05/04/98
290	Magallanes, R	05/18/98
291	Milashouskas, T	05/18/98
292	Holland, M	05/18/98
293	Pol, N	05/18/98
294	Frazier, M	05/18/98
295	Spector, R	06/01/98
296	Branch, B	06/01/98
297	Cockerham, J	06/01/98
298	Wilson, T	06/01/98
299	Hochderffer, D	06/01/98
300	Bunker, T	06/01/98
301	Gillas, C	06/01/98
302	Byron, T	06/15/98
303	Lake, J	06/15/98
304	Harrington, J	06/15/98
305	Barker, T	06/15/98
306	Seleen, G	06/29/98
307	Cha, T	06/29/98
308	Hawkins, B	07/13/98
309	Marcarelli, S	07/27/98
310	Lenzi, J	07/27/98
311	Taylor, W	07/27/98
312	Watts, K	07/27/98
313	Regehr, M	08/24/98
314	McGraw, D	08/24/98
315	Thompson, D	09/14/98
316	Brown, D	09/28/98
317	Henke, H	10/26/98
318	Aljets, S	10/26/98
319	Hall, J	10/26/98
320	Nicholson, S	10/26/98
321	Kame, J	11/16/98
322	Letsinger, J	11/16/98
323	Pomazi, J	11/30/98
324	Williams, M	11/30/98
325	Record, D	12/14/98
326	Caston, D	01/11/99
327	Waggoner, T	01/11/99
328	Langley, J	01/25/99
329	Peake, E	01/25/99
330	Cox, W	01/25/99
331	Hathaway, R	02/22/99

332	Hoffman, J	03/08/99
333	Seals, S	03/08/99
334	Hicks, G	03/08/99
335	Fernandes, E	03/22/99
336	Griffith, R	03/22/99
337	Wacker, J	03/22/99
338	Young, J	03/22/99
339	Hudson, L	04/12/99
340	Mullens, B	04/12/99
341	Robinson, T	04/19/99
342	Alfano, J	04/19/99
343	Teed, M	05/03/99
344	Bechtold, N	05/03/99
345	Fisher, K	05/03/99
346	Paden, M	05/17/99
347	Quist, D	05/17/99
348	Fallon, L	05/17/99
349	Newton, M	06/21/99
350	Hosea, K	07/12/99
351	Cole, C	07/12/99
352	Patchett, D	07/26/99
353	Pate, D	07/26/99
354	Anspach, K	07/26/99
355	Van Houte, J	07/26/99
356	Bull, C	07/26/99
357	Eason, B	08/09/99
358	Simpson, L	08/09/99
359	Farish, S	08/23/99
360	Fontenot, M	08/23/99
360	Ingram, M	09/13/99
361	Carella, P	09/13/99
362	Levin, A	09/13/99
363	Magnuson, J	09/13/99
364	Marshall, A	09/27/99
365	Hall, D	09/27/99
366	Billesbach, S	09/27/99
367	Meyer, S	09/27/99
368	Jepson, J	09/27/99
369	Large, D	10/11/99
370	Hardy, D	10/11/99
371	Lewis, G	10/11/99
372	Cowles, S	10/11/99
373	McFarland, S	10/11/99

374	Glaze, G	10/25/99
375	Johnson, J	10/25/99
376	Morrison, K	10/25/99
377	Adams, Annette R	11/15/99
378	Wiese, Alexander	11/15/99
379	Veley, M	11/15/99
380	Burke, J	11/15/99
381	Sevilla, R	11/15/99
382	May, J	11/29/99
383	Harrell, T	01/24/00
384	McElhaney, M	01/24/00
385	Chin, I	02/28/00
386	Powers, J	04/24/00
387	Tankersley, V	05/08/00
388	Kolberg, K	05/22/00
389	Banta, A	05/22/00
390	White, B	06/05/00
391	McClure, J	06/19/00
392	Pomeroy, J	06/19/00
393	Cole, S	06/19/00
394	Russell, B	06/19/00
395	King, B	08/07/00
396	Schneider, A	09/18/00
397	Monahan, C	11/27/00
398	McEuen, D	12/04/00
399	Lucke, J	01/08/01
400	Trevarthen, S	01/22/01
401	Taylor, B	01/22/01
402	Perkins, E	01/22/01
403	Blackburn, S	02/12/01
404	McDuffee, J	04/02/01
405	Wood, Michael A.	08/13/01
406	Kraft, Kenneth L.	08/13/01
407	Lowe, Jason A.	08/13/01
408	Hong, Williams	04/08/02
409	Metcaft, Dawna	04/19/02
410	Farrell, Philip B	09/18/01
411	McWatters, Harland	03/04/03
412	Muth, Wendy	11/07/03

ADDENDUM G
DUTY STATUS FOR HEARINGS/COURT SUBPOENAS

1. The following table sets forth the pay status of an individual, depending on whether he or she is the subject of litigation or a witness and whether it is the person's work day or day off (based on 5/31/88 Skipper-Gatzke Memorandum):

	<u>SUBJECT:</u>	<u>WITNESS:</u>
DAY OFF:	No Pay	Overtime
NOT DAY OFF:	No Loss	Overtime or Shift Adjustment

2. An Association member acting as an employee of the Association may take the day off on union business/no pay, and be compensated by the Association.

3. The member(s) involved will be relieved of duty for their testimony/deposition only.

4. The member(s) involved, who are on duty shall report to the OIC at 0715 hours for briefing and assignment. The member(s) shall be relieved of duty 15 minutes prior to their testimony and are to return to their assigned post 15 minutes after they have testified.

5. In all cases, the appearance verification form must be completed by the County's Attorney or Labor Relations Specialist, indicating the date and time of testimony from beginning to end.

6. Every attempt will be made to notify management of upcoming trials/hearings at least 14 days in advance.

7. Management reserves the right to either adjust the member's shift or pay overtime.

ADDENDUM H
TRANSIT SUBSIDIES

I. 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 the first month after ratification of this agreement, each employee shall be eligible to receive a bus pass subsidized by the County for the employee's personal use.

B. Scope of Subsidy. The County will provide a 100% subsidy for employee bus passes. However, the County may require that the employee pay a percentage of the cost of such pass, if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.

C. Procedural Requirements.

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. This program is offered only by Tri-Met, however, C-Tran will honor the Tri-Met all zone pass. This program may be discontinued or changed from time to time to ensure efficient and effective implementation of the program.

MEMORANDUM OF UNDERSTANDING:
VACATION SCHEDULING FOR MCCOA MEMBERS

1. The purpose of this Memorandum of Understanding is to set forth the agreement between Multnomah County Sheriff's Office (MSCO) and the Multnomah County Corrections Officers Association (MCCOA) regarding rights and procedures for vacation scheduling under the Collective Bargaining Agreement. The remedy for alleged violations of this Memorandum of Understanding shall be through the settlement of disputes procedures of the County-MCCOA Collective Bargaining Agreement.
2. The number of scheduled vacation times for MCCOA members shall be determined as follows:
 - a. For purposes of this MOU, "line employees" are all bargaining unit members except those in special assignments. For the calendar year beginning January 1st, 2002, the County shall permit employees to sign up for their combined projected annual accrual of vacation and allotment of personal holidays during the ensuing calendar year. Off-line staff will sign up separately from on-line staff, and Corrections Sergeants will sign up separately from Corrections Officers. Among on-line staff employees within each affected classification, the county shall make available a gross total of vacation slots based on the following formula: The total number of vacation slots available to all line staff in each classification over the course of the calendar year will be not less than $(n1 + n2)$ where $n1$ and $n2$ represent the following:

$n1$ = the number of vacation days that line staff employees in the affected classification, as determined following the annual shift and facility sign-up, will accrue during the next calendar year beginning January 1st.

$n2$ = the number of personal holidays that all on-line employees in the affected classification will accrue

during the next calendar year. Typically, this will simply be 11 times the number of line staff employees.

The total derived by this formula shall be divided by 365, and then rounded upward to the next whole integer, or increased by one-half day (whichever is larger) to determine the "daily average total" number of vacation slots made available to the line staff for vacation sign up. Any redistribution of vacation slots which deviates from such daily average total must be based on operational reasons and shall not reduce the yearly total slots available for either classification. Moreover, the County may unilaterally make extra slots available to any shift or classification without further bargaining.

- b. For the purpose of this memo each classification will be divided into six "sign-up units" based on shift and river side (east or west of the Willamette River). The County may allocate fractional daily vacation slots by varying within each sign-up unit the number of vacation slots available on different days. However, no classification shall receive less than one full vacation slot per day allotted to each sign-up unit.
- c. If an employee is reassigned on a regular basis to a different sign-up unit, his or her approved vacation sign-up shall not be affected. Reassignments shall not affect the total yearly vacation slots available.
- d. The County will confer with the executive board of the Association concerning the planned number and distribution of vacation times before conducting the annual vacation sign up. The County may adjust the number of vacation times

each calendar quarter based upon changes in the number of staff and accruals described in a. and b. above. Before making such adjustments, the County will confer with the MCCOA Board.

For the Association:

For the County:

Darcy Bjork, President

Dan Noelle, Sheriff

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-143

Approving the 2004-2010 Labor Agreement Between Multnomah County and Multnomah County Corrections Officers Association (MCCOA)

The Multnomah County Board of Commissioners Finds:

- a. The labor agreement between Multnomah County and Multnomah County Corrections Officers Association (MCCOA) expired on June 30, 2004. Representatives of Multnomah County, Multnomah County Sheriff's Office and MCCOA completed bargaining for a successor labor agreement effective September 23, 2004 - June 30, 2010 with a 2.3% inflation adjustment effective July 1, 2004.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

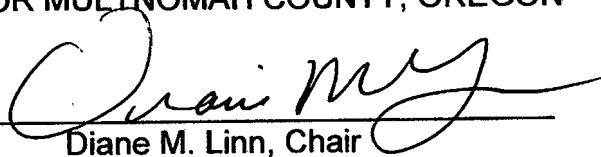
The Multnomah County Board of Commissioners Resolves:

1. The Labor Agreement between Multnomah County and Multnomah County Corrections Officers Association (MCCOA) is approved with an effective date of September 23, 2004 with a 2.3% inflation adjustment effective July 1, 2004.

ADOPTED this 23rd day of September, 2004.

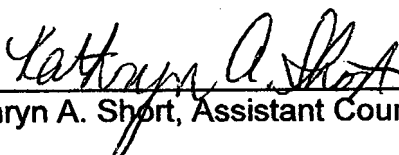


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Kathryn A. Short, Assistant County Attorney

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

Multnomah County Corrections
Officers Association:

By _____
Uwe Pemberton, W.S. V.P.

By _____
Doug Hewitt, Exec. V.P.

By _____
Melissa Regehr, Neg. Team

By _____
Chad Gaidos, Neg. Team

By _____
Keith Fisher, Neg. Team

By _____
Tim Strohmeier, Neg. Team

Negotiated By:

By _____
Darcy Bjork, E.S. V.P.

Multnomah County, Oregon
Board of Commissioners:

By _____
Diane Linn, Chair

By _____
Maria Rojo de Steffey, District 1

By _____
Serena Cruz, District 2

By _____
Lisa Naito, District 3

By _____
Lonnie Roberts, District 4

Bernie Giusto, Sheriff
For Multnomah County, Oregon:

By _____
Bernie Giusto, Sheriff

Negotiated By:

By _____
Jim Younger, HR Manager

Reviewed:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By _____
Kathy Short
Assistant County Attorney

AGENDA PLACEMENT REQUEST

BUD MOD #:

Board Clerk Use Only:

Meeting Date: September 23, 2004

Agenda Item #: R-6

Est. Start Time: 10:20 AM

Date Submitted: 09/07/04

Requested Date: September 23, 2004

Time Requested: 15 Minutes

Department: Business Services

Division: Human Resources

Contact/s: Jim Younger/Gail Parnell

Phone: 503-988-5135

Ext.: 28504

I/O Address: 503/4

Presenters: Jim Younger & Gail Parnell – County Representatives
Lee Graham – Sheriff's Office Representative
DSA Representatives

Agenda Title: Approval the 2004 – 2010 Labor Agreement between Multnomah County and the Multnomah County Deputy Sheriff's Association (DSA)

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title.
For all other submissions, provide clearly written title.**

1. **What action are you requesting from the Board? What is the department/agency recommendation?**
The Department of Human Resources recommends approval of the successor labor agreement for the Deputies in the Multnomah County Sheriff's Office.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**
The labor agreement between Multnomah County and DSA expired on June 30, 2004. Through a series of negotiations, agreement on new labor contract has been reached. The negotiated contract is a six year labor agreement that is set to expire on June 30, 2010. The agreement provides for the continuation of wages, benefits and other working conditions for the Deputies. The following highlights the major changes to the contract:
 - Wages and Classifications
 - 2.3% inflation adjustment retroactively applied for FY 2004
 - Annual automatic wage reopener for the term of the contract

- Changed the overtime factor from 1.535 to 1.5 effective October 1, 2004
- Increase Coach Pay from 6% to 8%.
- Changed Canine Pay from 5 hours overtime per week to 6% premium for duration of assignment and one hour kennel time per shift.
- Changed Translator pay from 6 hours call out per incident, to 3% premium for all hours assigned as translator.
- Added \$100.00 clothing allowance for Deputies assigned to Special Investigation Unit.
- Deleted four (4) hour minimum requirement for receiving out of class pay.
- Added, when an employee is called into work when on vacation approved leave, employee will be paid the same as making a court appearance.
- Pension – language was updated to reflect inclusion of Oregon Public Service Retirement Plan (OPSRP)
- Hours of Work
 - Limited paid military leave to eleven (11) work days per calendar year.
- Paid Leaves
 - Added sick leave recognition program, similar with other Sheriff Office agreements.
 - Changed “Immediate Family” definition to match other Sheriff Office agreements.
 - Changed vacation accrual rates to correspond with Corrections Officers agreement.
 - Civil Deputies holidays changed from designated days to floating personal holidays, same as Road Deputies.
- Health and Welfare
 - Incorporated the new Employee Benefits Board (EBB) language
- Training and Disciplinary Action
 - Added the right to discipline by forfeiture of vacation leave, personal holidays and compensatory time.
 - Added right for Association to review Internal Affairs Unit file prior to an employee disciplinary issue going to Internal Affairs (IAU) Inspector.
- Recognition
 - Civil Deputies now have same interesting arbitration rights as Road Deputies.

3. Explain the fiscal impact (current year and ongoing).

The new DSA contract's inflation adjustment of 2.3% will increase personnel costs in FY 2005 by an estimated \$175,000 of which the General Fund's share will be approximately \$145,000.

At the time of adoption, the County's budget included a set-aside in the General Fund contingency to cover the cost of the labor contracts. Due to the large number of contracts that will be settled in FY 2004-2005, a single budget modification will be brought to the Board of County Commissioners to adjust department General Fund appropriations.

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ **What revenue is being changed and why?**
 - ❖ **What budgets are increased/decreased?**
 - ❖ **What do the changes accomplish?**
 - ❖ **Do any personnel actions result from this budget modification? Explain.**

 - ❖ **Is the revenue one-time-only in nature?**
 - ❖ **If a grant, what period does the grant cover?**
 - ❖ **When the grant expires, what are funding plans?**
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

If a contingency request, explain:

- ❖ **Why was the expenditure not included in the annual budget process?**

- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**

- ❖ **Has this request been made before? When? What was the outcome?**

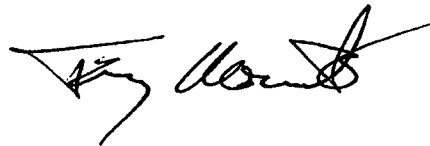
If grant application/notice of intent, explain:

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

4. **Explain any legal and/or policy issues involved. None at this time.**

5. **Explain any citizen and/or other government participation that has or will take place. None at this time.**


Required Signatures:



Department/Agency Director: _____


Date: 09/07/04

Budget Analyst

By: _____

Date: 09/08/04

Dept/Countywide HR

By: _____

Date: 09/07/04

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approving the 2004-2010 Labor Agreement Between Multnomah County and Multnomah County Deputy Sheriff's Association

The Multnomah County Board of Commissioners Finds:

- a. The labor agreement between Multnomah County and Multnomah County Deputy Sheriff's Association expired on June 30, 2004. Representatives of Multnomah County, Multnomah County Sheriff's Office and Multnomah County Deputy Sheriff's Association completed bargaining for a successor labor agreement to be effective September 23, 2004 - June 30, 2010 with a 2.3% inflation factor effective July 1, 2004.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

The Multnomah County Board of Commissioners Resolves:

1. The Labor Agreement between Multnomah County and Multnomah County Deputy Sheriff's Association is approved with an effective date of September 23, 2004 with a 2.3% inflation factor effective July 1, 2004.

ADOPTED this 23rd day of September, 2004.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

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

2004-2010

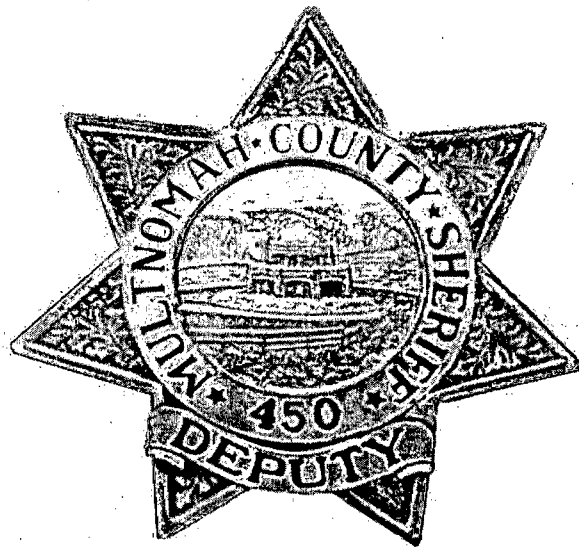
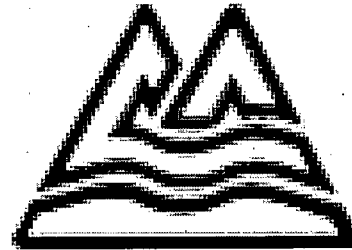
AGREEMENT

between

Multnomah County, Oregon

and

**Multnomah County Deputy
Sheriff's Association**



**2004-2010
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND THE
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION**



**Labor Relations Section
501 SE Hawthorne, Suite 400
Portland, OR 97214
(503)-988-5135**

<http://www.co.multnomah.or.us/dss/labor/>

This document is available in accessible format upon request

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2004-2010

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

And The

MULTNOMAH COUNTY DEPUTY SHERIFFS

ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association. The County, the Sheriff, and the Association recognize that the effectiveness of the Multnomah County Sheriff's Office depends upon the professionalism of members of the bargaining unit. The parties pledge through this Agreement to strive for ever-improved services to the public of Multnomah County.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

The parties agree as follows:

ARTICLE 2 RECOGNITION

The County recognizes the Association as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit (defined hereinafter) for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all non-supervisory sworn employees of the Sheriff's Office defined by Civil Service as Deputy Sheriff/Public Safety Officers, Sergeants, employees employed as Civil Deputy and Civil Deputy/Senior hereinafter referred to as "Civil Deputies"; and specifically excluding, Lieutenants and the Sheriff, and any other employees of the equivalent rank of Lieutenant or higher. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

All members covered by this contract are considered strike prohibited per ORS 243.736. If after bargaining, the parties do not reach agreement, the Association may exercise its right to submit the matter(s) to binding arbitration per ORS 243.736 for sworn employees.

ARTICLE 3 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 Sheriff's Office, determining the levels of service and methods of operation including subcontracting (except duties determined by the Sheriff to require performance by sworn law enforcement officers) and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and 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 4
ASSOCIATION SECURITY

Employees shall have the right to self-organize, to form, join, or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Association activities.

ARTICLE 5
CHECK OFF AND SERVICE FEE

A. The County agrees to deduct twice each month from the pay of employees covered by this Agreement as applicable:

1. The Association membership dues and regular assessments of those Association members who individually request such deductions in writing;

2. A monthly service fee, in lieu-of-dues and regular assessments, from any employee who is a member of the bargaining unit and who has not joined the Association within thirty (30) days of becoming an employee. This service fee shall be segregated by the Association and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

B. The Association expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the monthly service fee (Section A.2. above) to a non-religious charity mutually agreed upon by the employee making such payment and the Association, or in lieu thereof, the employee shall request that such monthly service fee payments not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

C. The Association expressly agrees that no funds derived from the monthly service fees shall be expended for political purposes by the Association.

The amounts to be deducted shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Association by the first day of the succeeding month after such deductions are made. Any change in the amounts to be deducted requires thirty (30) days advance notice from the Treasurer to the County.

The amount of the monthly service fee shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by non-Association members of the bargaining unit.

D. The County agrees to furnish the Association each month a listing of all new employees covered by this Agreement hired during the month, and of all employees covered by this Agreement who terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations and home addresses.

E. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, involving the application of this Article. In the event that any forum decides that any part of this Article is invalid and/or that reimbursement of the monthly service fee to non-members must be made to employees affected, the Association shall be solely responsible for such reimbursement.

ARTICLE 6
NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, 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, or strike takes place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, or strike is in violation of this contract and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this contract. 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. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County.

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.

ARTICLE 7 HOLIDAYS

A. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year, and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he performs no work. It is recognized that one of these personal holidays is in memory of the contributions of Martin Luther King Jr. to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.3 hours of personal holiday time for each full month remaining in the fiscal year.

If any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the holiday overtime rate of two and one-half (2-1/2) times the regular rate. With approval of Lieutenant or above, Christmas Day may be traded for any other religious holiday during the calendar year, provided the employee uses paid leave for, or works on December 25 at the employee's straight time rate. The employee must request such holiday trade in writing during the month of July each year prior to the requested trade.

The Sheriff may, upon ten (10) days notice, however, declare New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day (or alternate religious holiday) to be a holiday for all or certain non-patrol personnel.

B. Taking of Holidays. Employees shall be allowed to use the personal holidays consecutively and/or in conjunction with regularly scheduled vacations. Consistent with the needs of the Sheriff's Office, as reasonably determined by the Sheriff or his designee(s), an employee shall be granted a personal holiday upon fifteen (15) days' notice or upon mutual agreement. Upon demand by the employee

or the Association, the Sheriff's Office will provide in writing the reason(s) for any denial of such request within three (3) working days.

C. Unused Holidays. Personal holidays do not accrue on the same basis as vacations. Effective July 1, 2000, personal holidays, which have not been used by June 30 of the fiscal year, shall be forfeited except that the employee may carry over into the next fiscal year up to six (6) unused personal holidays. However, in no event may an employee's beginning holiday balance exceed seventeen (17) personal holidays as of July 1 of a fiscal year, including holidays carried over from the preceding fiscal year.

In no event shall an employee be paid for unused personal holidays at the time of termination.

D. Court Holidays. Employees who are assigned to units, which observe court holidays shall be allowed to work in other assignments on the court holiday, provided they have notified the County at least thirty (30) days in advance of their intention to work on the holiday. It shall be the County's responsibility to assign the work, consistent with the employee's normal hours of work.

E. Civil Deputies. In addition to the eleven (11) personal holidays listed in Section "A" above, Civil Deputies will be granted one (1) additional personal holiday each year of this agreement as compensation for vacation accrual offset effective July 1, 2004.

ARTICLE 8 VACATION LEAVE

A. Accrual. Employees shall accrue vacation time in accordance with the following schedule:

1. Less than Five (5) Years - Two (2) Weeks per Year.

Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours.

2. Five (5) Years but less than Ten (10) Years - Three (3) Weeks per Year.

10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.

3. Ten (10) Years But Less Than Fifteen (15) Years – Four (4) Weeks per Year.

20,880 straight time hours, but less than 31,320 straight-time hours of continuous service, .0769 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e. 160 hours) vacation.

4. Fifteen (15) Years or More but less than twenty (20) years of service – Five (5) Weeks per Year.

31,320 or more straight-time hours of continuous service, .0961 hours per straight-time hour worked, cumulative to five hundred (500) hours; and shall be entitled to five (5) weeks (i.e. 200 hours) vacation.

5. Twenty (20) Years of More – Six (6) Weeks per Year.

41,760 or more straight-time hours of continuous service, .1154 hours per straight-time worked, cumulative to five hundred (500) hours; and shall be entitled to six (6) weeks (i.e. 240 hours) vacation.

For the purposes of this Article, continuous service shall not be terminated by voluntary termination or involuntary termination due to the expiration of a layoff list, but shall be terminated for discharge for cause. Time in continuous service shall exclude any leave of absence without pay, except for Family Medical Leave Act/Oregon Family Leave Act (FMLA/OFLA) leave or any other leave guaranteed by law, which exceeds thirty (30) calendar days and breaks between periods of regular MCSO employment.

B. Vacation Times. Employees shall be permitted to choose either a split or an entire vacation. Vacation sign-up will be in workweek (40 hour) blocks during the first seniority preference sign-up. Vacation times shall be scheduled by the County. Scheduling shall be based primarily on the needs of efficient operations and the availability of vacation relief. Sign up for vacation shall be during or prior to January of each calendar year. Within each unit and shift assignment there shall be an annual sign-up and every employee shall have the right to express his preference for vacation time, but vacation time shall be determined on the basis of seniority, within job classification. Each employee will be permitted to exercise his right of seniority only at the annual sign up. The right of exercise of seniority will be limited in total for compensatory time off, personal holidays and vacation sign up to the amount of the employee's annual vacation.

C. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his heirs, whichever the case may be.

ARTICLE 9
SICK LEAVE

A. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked, to be used in the event of his illness or illness of a member of his immediate household. Sick leave may be accrued on an unlimited basis.

In cases where the employee is absent in excess of three (3) days, the County may, selectively, without discrimination, request from such employee a physician's statement verifying that the absence was due to illness.

B. Death. In addition to regular sick leave, an employee shall be granted not more than three (3) days leave of absence with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of the Sheriff for travel and personal considerations.

C. Immediate Family. An employee's immediate family shall be defined as his or her spouse or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, brothers-in-law, sisters-in-law and the parents, step-parents, children, siblings, step-siblings and grandparents of his or her spouse or domestic partner. For purposes of this section, if an employee has a domestic partner as described above, that domestic partner's children shall be treated as children of the employee if, before their death, the employee legally adopted them or they regularly lived with the employee and domestic partner for at least six (6) months immediately prior to the death as part of a joint familial unit to which the employee regularly contributed financial support and parental guidance. Further, the legally recognized parents and siblings of the domestic partner shall be treated as in-law equivalents of the employee. In the event of death involving relationships other than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff upon request.

D. Maternity Leave. Use will be subject to the same standards as any other illness or injury under the terms of this article and as required by FMLA/OFLA.

E. Parental Leave. Sick leave may be used by employees during Parental Leave as defined by FMLA/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.

F. Saved Holiday Bonus for limited use of Sick Leave

Effective July 1, 2005, 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 one (1) day, (does not include FMLA/OFLA) of sick leave in a fiscal year will receive two (2) days of saved holiday time for use after July 15 of the following fiscal year; those who use more than one (1) day but less than two (2) days of sick leave will receive one (1) day of saved holiday time.

2. Use of saved holiday time will be governed by the provisions of Article 7, Section C.

ARTICLE 10 OTHER LEAVES

A. Leave of Absence. Leaves of absence without pay for a limited period may be granted for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period. Leaves of absences without pay for educational purposes may be granted under the terms of this Section.

Any employee who has been granted a leave of absence and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned his position with the County, and his position shall thereupon be declared vacated, except and unless the employee prior to expiration of his leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he was unable to request an extension of leave by reason of sickness or physical disability.

B. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to noon, he shall report for work.

C. Voting Time. Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

D. Association Business. Employees elected or selected by the Association to do work which takes them from their employment with the County shall, at the written request of the Association, be granted a leave of absence without pay for up to thirty (30) days at the request of the Association.

E. Maternity Leave. Maternity leave without pay shall be governed by Section A of this Article.

F. Tuition Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved in writing prior to enrollment, the

County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. In addition, the County may advance the cost of tuition and incidental expenses if, in the County's judgment, such advance is consistent with County financial and operational needs and priorities, and the employee signs an agreement that if he or she does not satisfactorily complete the course, the County will have the right to deduct the amount of the advance from his pay or use other means to collect the amount of the advance.

G. Military Service.

1. Leave With Pay. In compliance with State law (ORS 408.290) following six (6) months of employment, any employee may apply for a leave of absence with pay for any period of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States. Such leave with pay and without loss of benefits or accrual of benefits shall not exceed fifteen (15) calendar days or eleven (11) work days in any one (1) calendar year.

2. Leave With Repayment. Employees shall be allowed to attend required military service or training sessions which fall on their regular working day(s) in lieu of their scheduled shift provided that twenty (20) days' notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within thirty (30) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract further rights under this Section 2 shall be suspended for twelve (12) months from the date of the second infraction.

3. Leave Without Pay. In compliance with Federal law (38 USC CH. 43, Part III), an employee shall be granted military leave without pay for such days as are not compensated under the provisions of subsections 1 and 2 above. There is no limitation on the number or duration of such leaves. An employee on such leave shall preserve the seniority status, pay, and vacation he would have had if he had not been absent for such purposes.

ARTICLE 11 HEALTH & WELFARE

A. The Employee Benefits Board. By memorandum of Agreement ratified April 15, 2004 between the parties, the parties agreed that during the term of this collective bargaining agreement, administration of health benefits shall be covered and governed by the Employee Benefits Board Governance Agreement. The purpose of a governance structure is to enable the Employee Benefits Board (EBB) and the County to achieve their goals. The governance document establishes a protocol of the governing body and a systematic approach to a cooperative labor-management forum.

Membership

Voting Membership of the EBB shall consist of:

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

Membership Training

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

Three Members/fiscal year

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

Two Members/fiscal year

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

Membership Role

The role of the membership is to:

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

EBB Administrator and Benefits Administrator Role

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

The role of the EBB Administrator is to:

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

The role of the Benefits Administrator is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Serve as the Administrator for the County Health and Welfare Programs;
- Obtain, coordinate and direct the use of technical consultants and vendors;

- Ensure that the Health and Welfare Program adhere to legal mandates;
- Manage the Health Fund;
- Provide data as requested by the EBB
- Oversee other benefit programs which promote health and welfare benefits for County employees; and
- Track claims experience by bargaining units.

Legal Responsibilities

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

Meeting Process

The meetings shall comply with any applicable law. Meetings require attendance of one-half of the voting membership to be considered a quorum. The meeting minutes will record the following:

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

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

Voting

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

Proposals

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

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

Meetings per Calendar Year

The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the EBB Administrator. When a vote is on the meeting agenda, voting

members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

Health Fund

The Health Fund will be funded by:

- (1) Full-time employees: Monthly contributions paid by Departments for medical/dental/vision, shall be based on the cost-sharing formula set forth below, as applied to an initial composite rate of \$663.68 per eligible full time employee effective July 1, 2003.
- (2) Part-time employees: Monthly contributions paid by Departments for medical/dental/vision shall be based on an initial composite rate of \$350.00 per eligible part-time employee effective July 1, 2004. Then in subsequent years the cost-sharing formula set forth below shall be applied.
- (3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and
- (4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and
- (5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.
- (6) The health fund balance as of July 1, 2004, shall be equal to the ending balance reported in the EBB Financial Operations Report for Year Ending June 30, 2004. EBB Financial Operations reports for years ending June 30, 2004, June 30, 2005, and June 30, 2006, shall be considered accepted by the EBB membership and the County unless a dispute is raised within 120 days of distribution. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund in a subsequent plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.
- (7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund

expenses shall consist of the following cost items necessary to administer the Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses shall be calculated annually according to generally accepted accounting standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses, Opt Out Reimbursements as specified in an EBB Memorandum of Understanding adopted December 19, 2002, and other miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

Eligible Employees

The Health Fund is comprised of those items listed under Health Fund above that directly can be attributed to the provision of health, vision and dental insurance for County employees, their eligible dependents and those that have COBRA rights.

Full-time Employees: Employees who are regularly scheduled to work at least 32 hours per week or if scheduled to work at least 30 hours on a 10 hour per day schedule. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer the same benefits as offered in plan year 2003, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option.

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

Medical Plan. The Dental Plans will offer the same benefits as plan year 2003, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option. Part-time employees will pay one-half of the dental premiums.

Opt-out Reimbursement

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

Plan Document

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

Retirees Health Fund/Benefits

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

Cost Sharing for Medical/Vision and Dental Plans

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

July 1, 2004 – Full-time Employees

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

July 1, 2004 – Part-time employees

- The County pays \$350.00.

July 1, 2005 – All employees

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

July 1, 2006 – All employees

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

If in any plan year the self-funded plan premium equivalents and Kaiser dental plan increases are less than CPI-W, and/or the Kaiser medical premium increase is less than

CPI-W plus 5%, that portion of the County contribution will go toward building the Health Fund.

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

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

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

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

LTD/STD

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

Summary of Governance and Long Term Resolutions

With this agreement, it is the intent of the parties to continue developing a cooperative labor-management forum for managing Multnomah County employees' health and welfare benefits. This forum will allow the EBB to effectively address the impact of technology, the escalation of costs, legal mandates, and the need for

quality health care. If at such time in the future, the EBB is unable to meet its goals and objectives, thus not meeting the interests of the County or participating unions, the EBB may be dissolved by resolution or by withdrawal of members. It is the intent of the EBB to incorporate this agreement into each collective bargaining agreement of participating bargaining units, subject to the ratification of this agreement by each bargaining unit. Nothing in this Governance Agreement is intended to: waive or modify the rights of participating labor organizations to bargain collectively over health and welfare benefits for their members, at the expiration of this agreement, or prevent withdrawal from this governance agreement, at the expiration of this agreement. Any labor organization that withdraws from this Governance Agreement, at the expiration of this agreement, shall lose its rights to participate in, or vote on, matters governed by the EBB.

B. Eligibility.

1. Initial Eligibility and Scope. Coverage under Section A of this Article shall include the employee and their immediate family (i.e. wife/husband and eligible children), their domestic partner, and their eligible dependents as provided in (2) below. Eligibility for coverage commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Employees who have not submitted their enrollment forms by the times prescribed in this section will be covered in accordance with the default provisions of this Article. Initial qualification for coverage, termination and resumption of coverage (toward which the County contributes) shall be governed as follows:

a. Coverage at Termination. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If

such work day falls after the fifteenth (15th) day of the calendar month in which the employee's County employment has terminated, coverage toward which the County contributed will lapse at the end of the immediately succeeding calendar month (example: employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31).

b. Coverage on Unpaid Leaves of Less Than 30 Days.

Employee's benefits coverage will not be affected by unpaid leaves of absence of less than thirty (30) days' duration.

c. Coverage During FMLA/OFLA Leaves. The County will contribute toward medical/vision coverage during an unpaid FMLA/OFLA leave to the extent required by law. In addition, the County will continue any monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more than thirty (30) days after the FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid leave of absence as per paragraph (d) below except that the last day of FMLA/OFLA leave will be deemed the employee's last day in pay status.

d. Non-FMLA leaves.

i. Lapsing of County Subsidized Coverage. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day

worked is July 16 and his unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31).

ii. Self-Paid Benefits. During an unpaid non-FMLA leave, employees may continue to participate in County medical and dental benefit plans on a self-pay basis as mandated by law through COBRA elections.

e. Continuation of Coverage on Return from Unpaid Leave.

i. Subject to (ii) below, employees returning from a leave of absence without pay will be reinstated to the same medical and dental plans (or successor plans) they had when their County-paid coverage lapsed. If they return from leave their first day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first day of the month following their return from leave.

ii. Employees returning from unpaid leave in the plan year following the plan year in which their leave began may enroll not in different plans within thirty-one (31) days of their return, unless they have enrolled in a different plan at the time of the open enrollment falling during their leave. If enrollment forms are received on the first day of the month, the changes will be effective that day; otherwise, changes will be in effect the first day of the month following receipt of the forms.

2. Coverage of Spouses and Domestic Partners. A covered employee may enroll his spouse or domestic partner with whom he has a domestic partnership and the partner's eligible dependents for coverage under Section A of this Article. A "spouse" is a person to whom the employee is married under Oregon law. A "domestic partner" is a person with whom the employee has a close personal relationship and 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 with the intent to continue to do so indefinitely. However, if the employee and the domestic partner are registered in the Domestic Partner Registry, the six (6) month waiting period is waived. In addition, the employee and the domestic partner must share the following characteristics:

- they are not legally married to anyone

- each is at least eighteen (18) years of age
- they are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- they were mentally competent to contract when the domestic partnership began;
- they are each other's sole domestic partner
- they are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

As a further precondition of coverage, all employees enrolling for new or changed coverage whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Benefits Office a copy of an affidavit of Domestic Partnership. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees. All dependents must be enrolled in the same plans, medical and dental, as the employee.

3. Notice Required of Employee Upon Termination of Marriage or Domestic Partnership. Employees whose marriage or domestic partnership terminates 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 domestic partnership. In addition, employees must remove from coverage a child who has become ineligible because he is 23 years old, or for any other reason within ninety (90) days of disqualification. To protect COBRA rights, employees must notify Employee Benefits Office within sixty (60) days of the qualifying event. Pursuant to federal HIPAA regulations in effect at the signing of this agreement, 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 for premiums paid for the time the spouse, partner or child was no longer eligible for coverage. Federal law shall govern COBRA eligibility for disqualified dependents.

4. Coverage of Children. Eligible children of the employee or the

employee's spouse or domestic partner may be enrolled in the same medical and dental insurance plans as the covered employee. "Eligible children" include any biologic or adoptive child under the age of 23 who is a dependent under the federal tax code, a court-appointed ward, or anyone under age 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over age 23 who are permanently disabled, and the children of eligible children.

5. Default enrollment. New full-time and part-time employees who fail to submit timely application for "opt out" benefits or for enrollment into medical and dental plans will be enrolled in the Major Medical indemnity plans by default effective upon the date that the coverage would have taken effect if the employee had submitted an enrollment form on the last date such form had been timely. Eligible dependents of such employees may be enrolled in the same plans if the employee submits an application within fifteen (15) days of receiving notice of his default enrollment.

C. Life Insurance.

The County agrees to continue providing each employee covered by this Agreement with the existing term life in the amount of thirty thousand dollars (\$30,000) and accidental death and dismemberment insurance in the amount of one hundred thousand dollars (\$100,000). Retirees of the Sworn Law Enforcement Officer's Retirement System will be provided with five thousand dollars (\$5,000) term life insurance coverage. Employees shall designate their beneficiaries.

D. Successor Plans.

The County may change the above insurance plans subject to the following terms and limitations:

1. If the County chooses to change from a plan which is still available, the County agrees to provide to affected employees a substitute plan of the same service delivery type at substantially the same or better benefit level as assessed by the aggregate value of benefits in the plan provided that this does not apply to plans approved by EBB.

2. If the County changes from a current plan because it is no longer available, the County agrees to provide a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level as assessed by the aggregate value of benefits in the plan subject to EBB approval. If a plan or carrier is discontinued and no substitute plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan subject to carrier and EBB approval. If such enrollment is delayed, the employee will be reimbursed for each month of missed coverage in the amount of the monthly payment normally made to Kaiser for the missed form of coverage.

E. Retiree Medical Insurance.

1. For purposes of this section, "retiree" refers to a person who meets the criteria of paragraph 6 below, who separated from service from the County on or after the original implementation date of this section and, at the time of retirement, occupied a position covered by the Deputy Sheriffs bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the Deputy Sheriffs bargaining unit.

2. The implementation date of this section shall be March 31, 1990; provided, that bargaining unit members who retired on or after July 1, 1989 but before March 31, 1990 shall upon attainment of age 58 or older on or after March 31, 1990 be eligible to receive County-paid benefits as provided in this Section if the retiree continuously self-paid the premium for his County medical insurance plan from the date of retirement until the date of his eligibility for County-paid benefits as provided in this section.

3. Except as otherwise provided in this Section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not 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.

4. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be entitled to choose between the

same plans under the same conditions and at the same times as apply to members. Retired employees 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 are members.

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

6. Retiree Benefits Eligibility.

a. If a retiree has thirty (30) years of continuous County service, regardless of age, the County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of the retiree and his eligible dependents, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

b. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his 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:

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

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

iii. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

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

8. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements set forth in subsection 6 of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement).

9. 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 members' medical and/or dental insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100%, as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has authorized and instructed the Public Employees Retirement System (PERS) to regularly deduct his portion of the premium from his pension check and remit that amount to the County's collections agent, or if it is of sufficient amount and received by the County's designated collection agent from the retiree each month no later than thirty (30) days preceding the month for which the resulting coverage will apply.

The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

10. In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical and/or dental insurance or benefits plan which provides retirees with medical benefits or insurance coverage which would constitute a substantially similar substitute for the benefits or coverage and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to the categories of retirees or persons covered by the state or federal mandate, by written notice to the Association and retirees affected by the cancellation.

11. In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to

increase the County's outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium, so that net County costs will remain unchanged). In such event, upon request by the County, the Association agrees to meet and discuss alternatives, which may have greater tax advantage for members and the County.

12. Subject to any limitations imposed by applicable law, if employees contribute toward medical insurance by payroll deduction, the employer contribution toward eligible retirees' insurance under this article shall be 50% of the contribution it makes for an active employee on the same plan and participation level, rather than 50% of the premium.

F. Disability Insurance

1. Long-Term Disability Insurance.

The employer shall purchase on behalf of each employee that works twenty (20) hours or more a week a long-term disability insurance policy. All bargaining unit employees will be covered by a County paid long-term disability insurance policy, the provisions of which will be the same as those in the UNUM group policy available to other Multnomah County employees. The County may not terminate a disabled employee (except for cause unrelated to the disability) during the period of disability.

2. Short term disability

Any full-time employee covered by this Agreement may participate in the Short-Term disability insurance program. The monthly premium must be paid individually through payroll deduction. Short-term disability elimination period is thirty (30) days with benefits ending at the ninetieth (90th) day. These forms are processed by the Employee Benefits Office. Qualification is subject to the eligibility requirements of the disability carrier contract.

G. Medical Spending Account.

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

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

3. VEBA (Voluntary Employee Beneficiary Association) The County will contribute an amount equal to one percent (1%) of each Association member's base and overtime wage and at time of voluntary termination, 100% of Association member's accrued vacation cash out. Voluntary termination identifications are listed in the July 18, 2003 Memorandum of Agreement between the Association and the County. The contribution process will remain in place for the term of this collective bargaining agreement, with extension of the contributions subject to annual review by mutual agreement of the Association and County.

H. Health and Security of Persons and Facilities; Administrative Search Authorized.

1. To aid the interdiction of illegal drugs, detect and suppress substance abuse, promote the health and safety of MCSO employees, MCSO clientele, and the public, further penal and rehabilitative policy objectives, and ensure confidence of the public and other justice service agencies in the integrity of the MCSO, the Sheriff may promulgate and enforce reasonable work rules related to the possession and use of drugs and alcohol, and design and implement a combined or singular urinalysis-based drug and breathalyzer-based alcohol testing program in which Deputy Sheriffs and Sergeants may be required to participate, subject to the limitations described in this section.

2. The program described in this section may provide for testing premised on a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in violation of employer rules at the time the sample is taken. (A "reasonable suspicion" means a belief based on one or more specific articulable facts from which one could reasonably infer that the employee may be under the influence of alcohol, controlled substances, or other drugs). Further, to the extent permitted by law, the program described in this section may provide for

urinalysis based testing without suspicion or warrant. However, such suspicionless or warrantless tests may only be performed to monitor compliance of the employee with MCSO abstinence requirements for a period of eighteen (18) months after the employee has been identified as having used or possessed regulated substances in a manner prescribed by MCSO rules.

3. The giving of a urine sample as part of the testing program implemented under this section shall be performed by the employee in private in a suitable location designated by the employer.

4. The parties agree that the results of an urinalysis-based test undertaken pursuant to this section without reasons or procedures that would meet constitutional requirements for a search or seizure for purposes of criminal investigation or prosecution may not be used in criminal investigations or prosecutions. However, if the results would evidence possible criminal conduct and simultaneous violation of employer rules, such evidence may be used to establish violation of employer rules even though it cannot be used to investigate or establish criminal conduct with the objective of criminal prosecution for criminal conduct.

5. Prior to implementing a revised testing program pursuant to this section, the Sheriff or his designee(s) shall give the Association specific notice of the contents of such program and of any substantial changes in the program made pursuant to Association comments thereon and before initial implementation. Thereafter, the Sheriff shall give the Association notice of any substantial revisions of the plan. The Association shall have thirty (30) days to submit comments to the Sheriff or his designee(s) on the program first proposed, and thereafter ten (10) days to submit comments on any amendments to the program first proposed or program revisions following implementation. The Association may initially raise any challenge to the reasonableness of proposed rules or the constitutionality of any proposed rule or program procedure only at this time. The Sheriff may implement the program or program revision without bargaining after conclusion of the applicable comment period.

6. The employer shall give each current employee and each new hire a copy of the program procedures, related work rules, and of any subsequent

revisions and notice that the procedures, rules or revisions may be applied to any Deputy Sheriff or Sergeant.

7. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from the violation of employer rules governing the possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of the regulated substance. However, this does not immunize the employee for discipline related to breaches of required conduct that were incidental to such use, or for conduct for which the employer or any criminal justice agency had independent knowledge prior to the employee's disclosure.

8. Disputes concerning the constitutionality of any rule or procedure designed or implemented pursuant to this section shall not be subject to grievance or binding arbitration. It is the parties' intent that such disputes will be resolved through the court system.

9. Work time used for purposes of assessment, evaluation counseling, and treatment of drug or alcohol dependency shall be charged against accrued and available sick leave until exhausted, then against accrued and available vacation leave until exhausted, next against unused personal holidays until exhausted, and finally against leave without pay if authorized by the employer. This section shall not preclude the employee from using catastrophic leave in accordance with and subject to the terms of the County catastrophic leave ordinance.

10. Only a laboratory certified by the State of Oregon may be used to perform test analysis under the program. However, on or after July 1, 1994, the laboratory that performs such test analysis shall also be certified by SAMSHA. Testing procedures for all employees shall be governed by the same standards as apply to employees whose jobs require a Commercial Drivers License e under federal law. These standards include, but are not limited to, those governing sample acquisition, chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

11. The County will contract with a medical doctor trained in toxicology to act as a Medical Review Officer (MRO). He will review preliminary positive tests with employees and any relevant health care providers before the results are reported to the County. Based on his professional judgment, he may change the preliminary positive test result to negative. (NOTE: The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative test result). In addition, the following safeguards will apply:

i. The testing laboratory will issue test results only to the investigatory or supervisory personnel designated by the County. The results will be sent by certified mail or hand-delivered to the employee within three (3) work days after receipt of the results by the County.

ii. If the employee disagrees with the results of the drug test, the employee may request, in writing within five (5) days of receipt of the test results, that the sample be re-tested at the employee's expense by the testing laboratory. The results of any such retest will be deemed final and binding and not subject to any further test. Failure to make 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 re-testing.

iii. Test results are medical records, and will be handled in accordance with applicable federal and state law and County Administrative Procedures concerning confidentiality and disclosure of such records.

ARTICLE 12

WORKERS' COMPENSATION

A. The County shall provide to all members of the bargaining unit full coverage as required pursuant to the provisions of the Oregon Workers' Compensation Act.

B. 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 continued period of employment with reference to accrual of seniority or retirement vesting rights unless the employee's doctor, the State Workers' Compensation Department or Board (or its successor) or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he will be unable to return to the County and fully perform the duties of the position he last occupied. In such event the employee's status shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.

C. The County shall supplement the amount of statutory 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 100% of his semi-monthly net take home pay, subject to the following conditions:

1. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation as time loss on an approved claim.

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

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

4. The employee will receive supplemental payments for each day of absence for which he receives Workers' Compensation time loss payments.

5. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for, by and at the County's expense, setting forth the disability, current conditions and anticipated length of continued absence. Based upon the physician's statement and the specific circumstances surrounding the nature of continued disability, it shall be within the sole and exclusive discretion of the Sheriff, or his designee(s), whether or not to provide any continued supplemental benefits or PERS Continuation. However, revocation of supplemental benefits or benefits under the PERS Continuation Program provided under this Article shall not be arbitrary or capricious.

D. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against his sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will not be charged for the amount of compensated time loss.

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

F. The County shall continue to provide medical and dental benefits as provided by Article 12 from the first day of occupational disability throughout the period the employee receives supplemental benefits.

G. The County shall continue to make retirement contributions, including employee "pick up," based upon the appropriate percentage of supplemental benefits paid, throughout the period that the employee receives such benefits.

H. The employee shall receive his supplemental benefits for a given pay period on the regular payday for that period.

I. PERS Continuation Program.

An employee with ten (10) or more years' seniority can elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits.

1. Written Election.

Eligible employees who wish to participate in the PERS

Continuation Program shall sign an election form and present it to the Multnomah County Finance Division, Payroll Office.

2. Benefits.

The employee will receive 100% of his regular straight time salary retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section C of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation Program at the time the decision to award benefits is made. The effective date of the election will be retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but his claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first date for which the employee actually receives PERS Continuation Benefits under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

3. Duties of Participating Employees.

a. The employee must reimburse the County for an amount equal to the Workers' Compensation benefits received. The employee electing to participate in this program is not entitled to keep both wages and the Workers' Compensation benefits.

b. The employee must pay the County an amount equal to the Workers' Compensation benefit received within seven (7) days of receiving his Workers' Compensation benefit check. The employee is responsible to make sure that the County actually receives the payment within the seven (7) day period. Thus, the employee must either hand-deliver a check to Multnomah County Finance

Division on or before the seventh (7th) day, or make sure that the payment is actually received by the Finance Division by mail no later than the seventh (7th) day. Receipt means actual receipt of the check. An employee who fails to make timely delivery will owe collection fees and may owe penalties as described below, unless they are waived by the County.

4. Delinquency.

a. An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

b. County Duty to Notify Employee.

When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by certified mail. The notice shall include the date on which the payment became delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

c. Collection Fees for Late Payments.

In addition to the missed payment, the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County is also entitled to collect a delinquency penalty for each day of late payment after the employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers' Compensation benefit received by the employee for that pay period. For example, an employee who repays an eight hundred dollar (\$800) delinquency within one (1) week after receipt of the notice of delinquency will be assessed fees and penalty of one hundred six dollars (\$106), (fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to receipt of the notice of delinquency, the employee will be assessed only the fifty dollars (\$50) collection fee. The amounts owed by the employee can accumulate to an amount no more than twice the amount of the delinquent time loss equivalent payment. Employees who are physically or mentally disabled to such an extent that

they cannot perform repayment obligations will not be assessed penalties during the period of such incapacity. In addition, an employee who has never in fact cashed the Workers' Compensation benefit check and who returns the check to the County shall not be assessed a daily delinquency penalty. These exceptions shall be enforceable through the grievance procedure.

d. Request for Penalty Waiver.

A delinquent employee may request waiver of a delinquency penalty or collection fee. The request shall be in writing to the Director of the County's Finance Division. The request shall state the reasons for the late payment. The request must be made within ten (10) days after the delinquent payment is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to waive or reduce the fee or penalty imposed.

An employee wishing to request a waiver must first pay the underlying debt and the collection fee. If the employee's request is denied, the employee must then pay the fees owed within seven (7) days of the receipt of the Director's decision. The Director's decision on the request shall be sent in writing to the employee by certified mail. The Director's decision shall be final.

5. Length of Coverage. An employee may choose to be covered under the PERS Continuation Program only once for the employee's entire career as a Deputy Sheriff, Sergeant or Scientific Investigator with Multnomah County. Once selected, the election shall continue for three (3) continuous years from the effective date of the election. The eligible employee is entitled to receive benefits under the program for the entirety or for any portion of the election period for any compensable claims.

ARTICLE 13
TORT CLAIM DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.

ARTICLE 14

SENIORITY & LAYOFF

A. Definition of Seniority. Seniority is defined as:

1. Total length of unbroken service within the affected job classification; if a tie occurs, then
2. Total length of unbroken service with the County; if a tie occurs, then
3. Score on original examination for the affected job classification; if a tie occurs, then
4. By lot, in a manner to be determined by the Employee Services Division.

B. Computation of Seniority. In computing seniority, the following factors will be taken into account:

1. Seniority through and including April 30, 1987.

Seniority for time served prior to March 1, 1987, shall be in accordance with the list given to the Association by the County during negotiations, which by this reference is incorporated herein, and in the event of bumping, in accordance with Section B.2.f. below.

2. Seniority for time served subsequent to April 30, 1987.

Seniority for time served subsequent to April 30, 1987, shall be in accordance with the following rules:

- a. Part time regular employees shall be considered one-half (1/2) time employees for purposes of computing seniority.
- b. Time on authorized leave taken with pay will be counted.
- c. Time spent on a leave of absence without pay that exceeds thirty (30) days will not count. Time spent on a temporary assignment to a non-sworn position outside the Sheriff's Office shall be considered a leave of absence without pay.
- d. Time spent in a trainee or temporary capacity (e.g., PEP or Intern Programs) will not be included.

e. Time spent in a classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

f. Employees who transferred to lower classifications (or classifications previously held) will be understood, for purposes of these guidelines as having accrued seniority in their present classifications plus the seniority accrued in the higher classifications held by them prior to their transfer.

g. Time spent on layoff will not be included.

h. Service is "broken" for purposes of this article by discharge, voluntary quit, or permanent transfer to a non-sworn classification, unless such transfer was by reason of layoff and the employee remains on the layoff list.

C. Layoff. Reductions in force are to be identified by classification. Employees holding positions shall be subject to demotion, transfer, or layoff options in inverse order of seniority.

D. Bumping Rules.

1. Employees Without Permanent Status. Within a classification, temporary, probationary, and other employees who do not have permanent status will be laid off before employees with permanent status and will not be placed on layoff lists and do not have bumping rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's judgment.

2. Part Time Employees. Part time regular employees may bump less senior regular employees within the same classification subject to the other provisions of these guidelines.

3. Transfer to a Lower Classification.

a. Right to Transfer. An employee who is subject to layoff may transfer to a lower classification in the same promotional line, or to a classification previously held, if (a) a vacancy exists, or (b) if no vacancy exists, the employee has more seniority than an employee in the lower classification. Transfer will occur only if the employee meets the minimum qualifications in the transfer contemplated.

b. Definition.

i. A "promotional line" refers to a series in which the higher classification requires service in the lower classification as a prerequisite. The following promotional line is recognized for the purposes of the Layoff provisions of this Agreement: Deputy Sheriff, Sergeant. Civil Deputy, Civil Deputy/Senior, provided, however that the Civil Deputy/Senior who has never been a Civil Deputy cannot bump a Civil Deputy.

ii. A "classification previously held" refers to a classification in which the employee served as a regular employee and for which he continues to qualify.

iii. For purposes of this Agreement, "sworn employee" is defined as an employee who is certified by the Department of Public Safety Standards and Training (DPSST) as a police officer and is employed by the Sheriff's Office in such capacity.

4. Trial Service Period.

An employee who has not completed a trial service period following promotion shall be afforded bumping rights to the classification previously held prior to promotion according to seniority.

5. Exempt Sworn Employee.

An employee may be bumped by an exempt sworn employee who was previously a member of the bargaining unit and who is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 3.10.110(c). In such event time served in exempt sworn status shall be counted and such service shall be deemed part of the promotional line as specified in Section D.3.b.(i) above.

6. Permanent Employees on Temporary Appointment.

A person who had acquired permanent, non-probationary status in a classification and who subsequently is given a temporary appointment shall be entitled to reappointment in his former classification under the guidelines of this procedure.

7. Transfers to a Higher Class. Contemplated transfers to a higher level position shall be treated as a promotional opportunity and shall be open to other employees who wish to apply.

E. Placement on the Layoff List.

1. Notice.

All employees who may be subject to layoff shall be given notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall stipulate the reason for layoff and shall further advise that the layoff is for reasons not reflecting discredit on the employee. The Association shall also receive such notification.

2. Offer of Transfer or Demotion.

An employee who is subject to layoff and who is offered a transfer and/or demotion option will indicate a preference within three (3) working days. Failure to do so will be deemed as agreement to accept layoff status.

3. Placement on List.

The name of an employee who is laid off shall be placed on a layoff list for the classification that he last held and any other lower classification in the promotional line. An employee who elects to retire shall not be considered as having layoff status and shall not be placed on a layoff list. However, an employee who accepts a transfer or demotion shall be placed on a layoff list for the classification from which he was demoted.

4. Time in Layoff Status.

Employees are entitled to have their names remain on a layoff list for twenty-four (24) months from the date of layoff, transfer or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- a. Upon written request of the employee; or
- b. Upon election to take retirement status; or
- c. Upon acceptance of permanent reappointment from the layoff list; or
- d. Upon declining an offer of permanent reappointment; or
- e. Upon failure to receive a response to a certified letter sent to the employee's last known address within fourteen (14) days of its having been mailed.

5. Listing by Seniority.

Names of employees laid off in good standing shall appear on the layoff list according to seniority within that classification.

F. Recall of Laid-Off Employees.

When a vacancy occurs in a classification for which a layoff list exists, the employees on the list shall be recalled in order of their seniority. Failure of the County to recall a laid-off employee will be permitted only when the manager submits clear justification in writing to the employee and the Association that re-employment would not be in the best interest of the County by reason that the employee is no longer qualified for the position. The above justification shall be reviewed and processed in accordance with the rules governing dismissal for cause. All laid-off employees in a classification must be recalled before the County may fill a vacancy in the classification through the normal examination process.

G. Retirement.

It is understood that seniority dates as established in this Agreement do not apply to retirement benefit calculations.

H. Annexation.

1. Intergovernmental Agreement List.

No provision of this Article shall be deemed to alter the order of employees on the list appended to the intergovernmental agreement governing annexation between Multnomah County and the City of Portland.

2. Employees Hired Subsequent to the Annexation Agreement.

a. No employee hired subsequent to the above cited annexation agreement will be transferred to the City of Portland in advance of employees already on the intergovernmental agreement list.

b. Layoffs unconnected with annexation shall be in reverse order of seniority.

ARTICLE 15 HOURS OF WORK

A. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

B. Workweek. The workweek may consist of five (5) consecutive days of eight (8) hours of straight time per day or four consecutive days of ten (10) hours of straight time per day as assigned by the Sheriff or designee. Employees may voluntarily choose to split days off subject to the agreement of the Sheriff or his designee(s). This schedule is subject to rescission or modification in the same manner as a workweek schedule providing consecutive days off. Alternate work schedules may be implemented upon mutual agreement of the parties.

C. Workday. The workday shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have the same starting and quitting times.

D. Shift Assignment. Whenever there is more than one (1) shift within the same job classification within a unit of the Sheriff's Office, employees may indicate their preference of shift and days off according to their respective seniority. Sheriff or his designee(s) will make shift assignments based on indications of seniority preference to the extent that they are consistent and do not conflict with the needs of the Sheriff's Office as reasonably determined by the unit commander. Such need will be documented in writing upon written request made to the Sheriff by the Association President.

E. Work Schedules. Work schedules showing the employee's shift, workdays and hours shall be posted on the employee's unit bulletin boards at all times. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days. If the Sheriff changes an employee's days off on an involuntary basis from those assigned as a result of the annual sign-up, and such change results in a shorter weekend at the time of the changeover, the employee shall be credited with the number of personal holidays that he lost in weekend days.

F. Work Schedule Changes.

1. Involuntary Changes. When a special emergency situation is declared by the Sheriff or by his designee(s), unit members may be called to duty by the appropriate section commander or his designee on adjusted shifts without the normal ten (10) day notification. An employee called to duty in such manner will be notified at the earliest possible time: (1) that he is being called in on a special emergency, (2) that his shift is being adjusted, (3) what the starting (and, if possible, ending) hours for his shift will be, and (4) that he will be compensated at the regular overtime rate for hours worked in excess of his regular number of work day or work week hours.

For the purpose of this Section, a "special emergency situation" is defined as those situations reasonably determined by the Sheriff or by his designee(s) to represent an actual or potential risk of extreme property damage or personal injury to the community.

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

G. Rest and Meal Periods. Employees are on-call during rest and meal periods and operational requirements may result in such periods being interrupted or missed. Absent such operational interruptions, the following terms shall apply:

1. Meal Periods. All employees shall be granted a lunch period during each work shift. Whenever practicable, the meal period will be taken in the middle of the shift. If an employee is requested to work two (2) hours beyond his regular quitting time, he will be permitted time off for a meal or rest period prior to beginning such overtime.

2. Rest Periods. All employees shall be permitted a fifteen (15) minute rest period during each one-half (1/2) shift.

ARTICLE 16 COMPENSATION

A. Wages and Classification Schedule.

1. July 1, 2004 Wages. Effective July 1, 2004, employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum "A" and by this reference incorporated herein; said schedule reflecting a two point three percent (2.3%) increase over June 30, 2004 rates.

2. DPSST Certification Requirements. Employees who attain the required level of certification as referenced in Article 17 Professional Development will receive the corresponding level of compensation as indicated.

i. To receive certification pay, the employee must have met the requirements and apply for DPSST Basic Certificate at Level I, and Intermediate DPSST at Level II, and Advanced DPSST Certificate at Level III.

ii. Each employee shall be required to keep the MCSO Human Resources Director or designee aware of any changes in the employee's eligibility.

iii. Certification pay will start upon receipt by MCSO of the DPSST Certificate, retroactive to the date of eligibility or application, whichever is later.

iv. Any overpayments are fully recoverable by the County.

3. Reopener. If the County's estimated general fund resources in the executive budget for any fiscal year falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect.

B. Longevity Pay. Employees who have completed fourteen (14) years of County service shall receive a longevity incentive payment of two and one-half

percent (2.5%) of their base hourly wage. This provision shall be effective at the start of the employee's fifteenth (15th) year of service. Employees who have completed twenty (20) years of County service shall receive an additional one percent (1%) of their base hourly wage for a total longevity premium of three and one-half percent (3.5%). This provision shall be effective at the start of the employee's twenty-first (21st) year of service.

C. Working Out of Classification. Whenever an employee replaces an employee in a higher classification and performs the majority of the principle duties of the employee in the higher classification, the employee shall be paid for such work at the rate assigned to the higher classified work in the appropriate step, according to the promotional policy.

D. Pay Periods. The salaries and wages of employees shall be paid semi-monthly. Pay dates under the semimonthly system shall be the same as those for Exempt County employees.

E. Call-In Time.

1. Any employee who is called to work outside his regular shift shall be paid under the same terms as for making court appearances.

2. If an employee who is on Approved Leave (Vacation, Compensatory, or Personal Holiday) is called to work during that scheduled leave, the employee shall be paid under the same terms as for making court appearances. In such cases employees shall have their original leave added back to his/her respective leave bank.

3. Employees who are required to take calls at home (either by telephone or pager) related to work but which occur outside their regularly assigned shift and/or hours not covered by callout pay, shall be compensated at the overtime rate at a minimum of fifteen (15) minutes or the length of the call whichever is greater.

F. Overtime. One and one half (1.5) times the employee's regular hourly rate of pay. Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All authorized work performed in excess of eight (8) hours in any work day for employees on a five (5) day shift, and in excess of ten (10) hours in any work day for employees working four (4) ten (10) hour shifts per week.

2. All authorized work performed in excess of forty (40) hours in any work week.

3. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one half (1.5) times the employee's regular rate.

4. All authorized work, including any court appearances, performed on the second day (or the third day on a four-ten (4-10) work week, following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided the employee has worked on the first day of the weekend (or the first and second days on four-ten (4-10) work week). The double time rate shall not apply to a day declared a state of emergency by the Governor or the Sheriff.

5. Management reserves the right to authorize the payment of double time under specific conditions as identified and specifically approved by a Command Rank member.

G. Compensatory Time Off. In lieu of offered overtime pay under Section F above, an employee may elect to receive equivalent compensatory time off with pay so long as his unused accumulation balance does not exceed eighty (80) hours of paid time off. ("Equivalent" means one and one half (1.5) hours off at the straight time rate for overtime worked at the time and one and one half (1.5) hour rate; two (2) hours off at the straight time rate for overtime worked at the double-time rate). Upon termination, unused compensatory time off shall be paid off in cash to the employee or, in the event of the employee's death, his beneficiary as designated on his County-paid life insurance enrollment card, or, if none, then to his estate.

H. Court Time.

1. Compensation. Officers making court appearances shall be paid at the overtime rate (if eligible under paragraph F hereof) only for those hours worked; provided, however, that if the officer works less than four (4) hours, he shall be paid at the overtime rate for the lesser of: (a) the time elapsed from the beginning

of the overtime to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end of the overtime; or (c) four (4) hours; provided further that in the case of multiple court appearances in the same day, time between court appearances shall be considered time worked. Upon completion of an officer's court appearance, he shall return to off duty status unless working a regular shift.

2. Cancelled Court Appearance on a Day Off. If an officer complies with the Sheriff's Office Procedures Manual concerning court appearances, and is notified by the County on the day preceding the court appearance that his court appearance is still scheduled for the next day, and the next day is a weekend day off, then the officer shall be entitled to a minimum of two (2) hours of overtime even if the case in which the officer is to appear is rescheduled and the officer is not, in fact, required to make a court appearance.

I. Distribution. Overtime work shall be distributed as equitably as practical among employees within the same job classification in each work unit.

J. Transportation.

1. Mileage Pay. Whenever an employee is temporarily required to report to work at any location more distant from his home than his permanent place of reporting, he shall be paid at the IRS per mile non-taxable reimbursement rate for the additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management, nor will it apply whenever an employee is required to appear in court, except for court appearances outside the Tri-County or Clark County area. Any mileage payments made to an employee by another municipality shall be deducted from payments to be made by the County for the same miles traveled. Current practices regarding pay during travel to and from temporary reporting locations shall be continued. Payment for mileage will be made when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year, whichever first occurs.

2. Court Cars. The existing practice of providing court cars at Sheriff's Office Headquarters shall be continued.

3. 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 September 1, 2001, each employee shall be eligible to receive a bus pass subsidized by the County for the employee's personal use. The County will provide a 100% subsidy for employee bus passes. However, the County may require that the employee pay a percentage of the cost of such pass, 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. This program is offered only by Tri-Met, however C-Tran will honor the Tri-Met all zone pass. This program may be discontinued or changed from time to time to ensure efficient and effective implementation of the program.

K. Anniversary Step Increases. It is acknowledged by the parties that the County has historically given certain employees covered by this Agreement a step increase in wages, effective on the employee's anniversary date of employment and subject to certain limitations. Such policy shall be continued subject to the requirement that the officer be evaluated as making satisfactory progress in his position. Each employee shall be paid at one (1) of the steps in the range prescribed for his classification. Normally an employee will be appointed at step one at the beginning of his probationary period; the Sheriff may make an appointment to a higher step. An employee who is promoted shall be paid at the salary step in the new salary range not less than a one (1) step increase, or in the first step of the new range, whichever is greater.

A new or promoted employee is eligible for consideration for advancement to the next step of his salary range on the day following twelve (12) months of service in his classification, and to subsequent steps at subsequent anniversary dates (24, 36, 48, and 60 months) to the top step of the pay range.

L. Retirement.

1. PERS/OPSRP MEMBERSHIP. Employees shall be eligible for participation in the Oregon Public Employee's Retirement System (PERS) (coverage for Police Officers and Firefighters) and the Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers and Fire Fighters), pursuant to ORS 237, 238 and 238A and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Sworn Officers Retirement System and PERS, such Agreement having been entered into between the Public Employee's Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051 (now ORS 238.680).

2. PERS/OPSRP "Pick-up" and "Pick-up" Under IRC Section 414 (h) (2). The County shall "pick up" the employee contribution to PERS or OPSRP, six percent (6%), as permitted by ORS 238.205(5)(a) and ORS 238A.330. The parties acknowledge that the pickup payment is inapplicable to employees who are not PERS or OPSRP members due to insufficient service. If for any reason the "pick up" shall become no longer legally available, the County shall on the last payroll period of this Agreement increase the wages of any affected employees by six percent and return to the limited "pick up" in effect on June 30, 1998, including but not limited to the terms of compensation then in effect for non-PERS members. Pursuant to ORS 238.205(6) and ORS 238A.335(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.

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

To the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies.

In the event that the provisions of OPSRP are declared unenforceable, the County shall immediately enter into bargaining with the Association to resolve the

issue of retirement benefits for former OPSRP members, and whether any make-whole relief should be awarded to such members for the period prior to their entry into OPSRP.

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

In accordance with the terms of ORS 238.350 accumulated unused sick leave will be applied to final average salary.

M. Coach Pay. Payments related to the Coach Pay program will continue in accordance with existing policy and practice providing an eight percent (8%) premium for the active coach. The inactive coach will receive an eight percent (8%) premium for actual time spent coaching when he serves as a relief for the active coach. It is specifically agreed that a coach will be eligible for court overtime provided he has been subpoenaed to testify.

N. Canine Pay. Employees regularly assigned a dog as part of a canine assignment and who is assigned responsibility for care, feeding, and maintenance of the dog during what would be otherwise be off-duty hours shall be paid five (5) hours of overtime at the rate of one and one half (1.5) times the employee's regular rate of pay for each full week the employee is so assigned. Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such "off duty" time.

Employees selected after November 13, 2003 and are assigned a drug detection or patrol dog as part of a canine assignment and whom are assigned responsibility for care, feeding, and maintenance of the dog during what would otherwise be off-duty hours shall be paid a premium of six percent (6%) for the duration of that assignment. Such employees shall also receive one hour kennel time per shift. Employees selected for the program with a dog utilized for Search and Rescue (SAR) will be paid a premium of six-percent (6%) only for actual hours engaged in training or in-service on a SAR mission.

O. Hazardous Materials Premium. Employees assigned to the hazardous materials team shall be paid a six percent (6%) premium for the duration of such assignment.

P. SWAT and Dive Team Premium

1. Members of the SWAT Team and the Dive Team shall receive a six percent (6%) premium for the time actually working in this capacity and for authorized training related to the activity.

Q. SIU Premium. Employees assigned as members of the SIU shall receive a three percent (3%) premium for the duration of such assignment. Employees must be certified and properly equipped to be eligible for the premium.

R. Translator Premium. The Sheriff shall maintain a list of designated translators. The Sheriff shall have the sole and exclusive right to select the languages and set the proficiency standards for a translator. Employees who are on the list shall receive three percent (3%) premium over their base rate.

Employees who are called to translate shall be advised at the time of the call of the translator activity. Employees are expected to willingly perform translation activities during their assigned work hours.

S. Recovery of Overpayments.

1. If an employee receives a payment from the County in excess of the amount to which he is entitled under this agreement, the parties agree that recovery by the County shall be governed by this section. The parties also agree that the specific amount and time period over which recovery occurs should be fair and reasonable under all the relevant circumstances.

2. If an apparent overpayment comes to the attention of the County's central Payroll Unit (Department of Support Services, Finance Division), the central Payroll Unit shall notify the employee and Association of the proposed amount and schedule for repayment, and shall state the reason why the payment is believed to have been in error. Such notice shall be sent by certified mail, return receipt requested, to the employee's home address. On or before the date it mails the proposal to the employee, the central Payroll Unit shall send a copy of it to the Association by first class U.S. mail and to the MCSO's Human Resources Manager and the County's Labor Relations Manager.

3. If the employee or Association disagree with the proposed amount or repayment schedule, the employee or Association shall notify the County's Labor Relations Manager of such disagreement within thirty (30) days after the

Payroll Unit's proposal is first delivered to the employee's home address, whichever applies. Such notice shall be by certified mail, return receipt requested, to the County Labor Relations Division's business address or by in-person delivery, with a signed and dated receipt obtained from the receiving member of the Labor Relations Division staff. If the employee or Association does not provide such notice to the Labor Relations Manager in a timely and complete manner as provided in this subsection and subsection 4 below, the central Payroll Unit's proposal shall be deemed accepted. The Association or employee shall mail a copy of the notice to MCSO's Human Resources Manager and the County's central Payroll Unit not later than the date he delivers or mails it to the Labor Relations Manager.

4. The notice submitted by an employee or the Association pursuant to subsection 3 above must specify the alternative amount or repayment schedule that the Association believes is appropriate, and the facts that cause the employee or Association to believe that the Central Payroll Unit's proposal was not fair and reasonable under all the relevant circumstances.

5. If the Labor Relations Manager disagrees with the employee's or Association's alternative repayment amount or schedule, he shall notify the Association within thirty (30) days after the employee or Association delivered timely and complete notice to the Labor Relations Manager as set out in subsections 3 and 4 above. In such notice the Labor Relations Manager shall state why he disagrees with the employee's or Association's proposal. The Labor Relations Manager may thereafter submit the dispute to binding arbitration pursuant to Article 20, section A, step IV of the collective bargaining agreement. The arbitrator shall decide the amount and repayment schedule that is fair and reasonable in light of all relevant facts.

T. Stacking of Premiums. Employees eligible for premium pay under any provision of this agreement may receive only one (1) such premium. Premiums do not compound on one another. Longevity, professional development, Coach pay and Canine pay are not considered premium pay for purposes of this section.

U. Inclusion of Premium Pay Rates For Calculation of Payoffs At Termination. The base wage rate on which pay off of accumulated vacation and

holiday hours is premised shall include any premium pay rate that applied to the employee at any time during the pay period in which the employee's employment terminates and the preceding pay period; PROVIDED that if the employee received more than one (1) premium pay rate during this period, the premium rate used in determining payoff shall be the highest percentage that the employee could have earned had he qualified simultaneously for the premiums, as provided in section Q above.

V. Shift Differential.

1. Sworn Employees

a. Regularly Scheduled Shifts. Employees regularly assigned to an evening shift shall receive a differential equal to three percent (3%) of their base wage rate for all such hours worked. Employees regularly assigned to a night shift shall receive a differential equal to four percent (4%) of their base wage rate for such hours worked. For purposes of this section, an "evening shift" shall be defined as a shift in which the 50% or more of the hours fall after 2:00 pm. A "night shift" shall be defined as a shift in which 50% or more of the hours fall after 10:00 pm.

b. Hours Worked Outside of Regularly Scheduled Shifts.

i. Employees Regularly Assigned to Day Shift.

Employees regularly assigned to a day shift who report for duty before 6:00 a.m. and work four (4) or more hours before beginning their regularly scheduled shift will receive night shift differential for all hours worked immediately previous to the beginning of their regularly scheduled shift.

Employees regularly assigned to a day shift ending on or after 2:00 p.m. who remain on duty for four (4) or more hours after their regular shift ends will receive evening shift differential for all hours worked immediately following the end of their regularly scheduled shift.

Employees regularly assigned to a day shift who are called in to duty between the hours of 2:00 p.m. and 10:00 p.m. will receive evening shift differential for all hours worked during the call-in shift; those who are called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours worked during the call-in shift.

ii. Employees Regularly Assigned to Evening Shift.

Employees regularly assigned to an evening shift ending on or after 10:00 p.m. and who remain on duty for four (4) or more hours after their regular shift ends will receive night shift differential for all hours immediately following their regularly scheduled shift.

Employees regularly assigned to an evening shift that are called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours worked during the call-in shift.

Employees regularly assigned to an evening shift will receive evening shift differential for all other hours worked.

iii. Employees Assigned to Night Shift.

Employees regularly assigned to a night shift will receive night shift differential for all hours worked.

2. Civil Deputies

a. Payment of Shift Premiums

Hours and amounts

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

Swing shift premium

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

Graveyard shift premium

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

Relief shift premium

An hourly premium of one dollar (\$1.00) to employees for all hours worked in the work

week while assigned to a relief shift.

Definition of relief shift

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

b. Inclusion of Shift Differentials in Wages

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

ii. 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.

iii. 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.

W. Derivation of Basic Overtime Rate. The parties agree that the overtime factor of one and fifty-five one-hundredths (1.55) as referenced in the 2001-04 agreement will be replaced by one and one-half (1.5) effective October 1, 2004.

X. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total Gross.

1. Regular Pay. Regular Pay is Base Pay identified in Addendum A-1 plus Achievement pay and Longevity Pay calculated in the following mathematically expressed sequence:

First: Employee's base wage + Employee's Achievement
Incentive = "n"

Second: "n" + Employee longevity pay (e.g. longevity % x "n") = "n1"
("n1" is the "regular pay" referred to in this collective bargaining agreement.)

2. Premium Pay.

Percentage based premium(s) x "n1" = Premium Pay

Example:

SWAT x "n1" = SWAT Pay

Translator x "n1" = Translator Pay

Swing Shift Differential x "n1" = Shift Differential Pay

3. Average Overtime Rate.

First: Regular Rate "n1" x all hours worked during the
FLSA week = Straight Gross.

Second: Premiums x Appropriate hours as apply to each premium.

Example:

SWAT x Hours = a1

Translator Pay x Hours = a2

Shift Differential x Hours = a3

a1 + a2 + a3 = Premium Gross

Third: Straight Gross + Premium Gross = Total Gross

Fourth: Total Gross divided by all hours worked during the
FLSA week = Average Straight Time Rate.

Fifth: Average Straight Time Rate x Overtime Rate (1.5) =
Average FLSA Overtime Rate.

4. Grand Total Gross

First: Straight hours worked during the FLSA week x regular rate "n1"
= Regular Gross.

Second: Average FLSA Overtime Rate x All hours worked after 40 =
Overtime Gross

Third: Regular Gross + Premium Gross + Overtime Gross =
Grand Total Gross

Y. Clothing Allowance. The County shall reimburse up to \$500.00 for clothing for Criminal Detectives who are members of the Major Crimes Team. The County shall reimburse up to \$100.00 for clothing for the Special Investigators Unit, Detectives and Tri-Met deputies assigned to undercover/plain clothes assignments.

Reimbursement shall be for the fiscal year and shall be paid upon submission of receipts.

ARTICLE 17
PROFESSIONAL DEVELOPMENT

A. Participation Voluntary. This Professional Development Program is a voluntary program. Employees may elect to participate or refrain from participation.

B. Summary of Requirements. Employees who attain the required level of achievement under this plan will receive the corresponding level of additional compensation as indicated in this section. Incentive pay is for the specified level only; levels do not compound. Specific provisions later in this article supercede any conflicting or inconsistent provisions of the following summary:

<u>LEVEL</u>	<u>% ABOVE BASE HOURLY WAGE</u>	<u>REQUIREMENT SUMMARY</u>
I	2.5%	<ul style="list-style-type: none">• 18 months service as an MCSO Deputy Sheriff• Basic DPSST Certificate to 30 months.
II	5%	Same as Level I plus: <ul style="list-style-type: none">• Intermediate Certificate
III	10%	Same as Level II plus: <ul style="list-style-type: none">• Advanced DPSST certificate.

ARTICLE 18
PROBATION AND TRIAL SERVICE PERIOD

A. Probation. Every person appointed to a position in the bargaining unit shall serve a probationary period not to exceed eighteen (18) months. Civil Deputies shall serve a twelve (12) month probationary period. A probationer may be discharged at any time during probation if, in the opinion of the Sheriff, his continuance in County service would not be in the best interest of the County. Issues regarding probationary employee discharge or discipline may not be grieved.

B. Trial Service Period. Every person promoted from one position in the bargaining unit to another shall serve a trial service period of twelve (12) months. A Civil Deputy promoted to a Deputy Sheriff, shall serve a probationary period not to exceed eighteen (18) months. During the trial service period an employee may be demoted to the classification previously held if, in the opinion of the Sheriff, his continuance in the higher classification would not be in the best interest of the County. Issues regarding the demotion of a trial service employee to the classification previously held may not be grieved.

ARTICLE 19

DISCIPLINE AND DISCHARGE

A. Discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, suspension without pay, demotion, or discharge in writing, or any combination thereof. Management reserves the right to offer the option of forfeiture of leave, holidays or compensatory time. Forfeiture of leave or holidays for disciplinary action shall be an option of the employee.

Disciplinary action may be imposed upon any employee for failing to fulfill his responsibilities as an employee. Any disciplinary action imposed upon an employee, except oral reprimands, may be processed as a grievance through the regular grievance procedure. 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. It is agreed by both parties that informal actions such as oral counseling and letters of expectation are, in appropriate circumstances, preferred precursors to more formal disciplinary action. Further, less severe disciplinary actions such as oral or written reprimands are usually the first steps taken in constructive discipline. As a general rule, such are to be taken for infractions of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice or authoritative instruction or directive. More severe disciplinary actions such as forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, demotion, suspension without pay, and discharge will be used for more serious offenses or when clarification of expectations and less severe disciplinary action has not corrected unacceptable patterns of behavior. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for specific cause, and with employee rights fully protected.

2. The employer agrees that such measures as assignment to menial or dirty tasks or disapproval of leave requests will not be used as disciplinary measures.

3. Except when on duty, or whenever acting in his official capacity, no employee shall be prohibited from engaging in political activity.

B. Discharge. The County shall not discharge any non-probationary employee without just cause.

The Association shall have the right to take up the suspension without pay or discharge as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with the procedures set out in Article 20 for Settlement of Disputes.

Any employee found to be unjustly suspended without pay or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

C. Internal Investigatory Procedures.

1. Office of the Sheriff Manual of Procedures and Work Rules.

The Sheriff's Office agrees to meet and confer in a timely manner with the Association over any changes in the internal investigatory procedures.

2. Contractual Internal Investigatory Procedures.

The procedures contained in this section apply only to internal investigations.

a. Advance Notice. Prior to being interviewed regarding an internal investigation that management has a reasonable basis for believing may lead to criminal charges, an employee shall be:

i. Informed of the nature of the investigation and whether he is a witness or a suspect, if and when that fact is known; and informed of other information necessary reasonably to apprise him of the nature of the allegations of the complaint;

ii. Afforded an opportunity to contact and consult privately with an attorney of his choosing and/or representative of the Association; and

iii. Given notice not less than 24 hours before the initial interview commences or written reports are required from the employee,

whenever such delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue.

b. Interview Safeguards.

i. Any interview of an employee shall occur when the employee is on duty, unless management reasonably believes that the seriousness of the investigation dictates otherwise.

ii. Interviews shall take place at a reasonable location as determined by management.

iii. The employee shall retain all customary Weingarten rights, as well as any additional rights granted by this Article.

iv. The employee being interviewed shall be informed of the name, rank and command of the individual in charge of the investigation, the individual conducting the interview, and all other individuals present during the interview.

v. Interviews shall be held under reasonable conditions.

vi. Interviews and investigations shall be concluded without unreasonable delay, in view of circumstances confronted in the investigation.

c. If the employee about to be questioned is under arrest, or is likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

d. When the investigation results in criminal charges being filed, the employee shall retain all discovery rights available under state law.

e. The parties agree to abide by ORS 659.225 regarding polygraph examinations.

f. Disciplinary Action.

i. When an investigation results in determination of a sustained complaint and disciplinary action is taken, management shall have the right to place anything related to the disciplinary action in an employee's personnel file.

ii. An employee shall have the right of access to his

personnel file as well as the right to place a letter of response to any material contained in the file, when disciplinary action results from an internal investigation.

iii. No investigation shall be considered complete nor shall the IAU file be forwarded to the Inspector for making of recommendations as to culpability unless the employee and Association have been given a complete copy of the IAU file and an opportunity to review it and add any additional evidence the employee or Association believes should be considered.

g. De Minimis Violations. A de minimis violation of these procedures that does not compromise fairness and the basic intent of the procedures as set forth in the Article shall not be the basis of a challenge to management's disciplinary action. This provision is covered by the parties' grievance procedure.

D. Record of Employee Conduct.

1. Use in Arbitration. If records of any disciplinary action are introduced in an arbitration hearing, the arbitrator shall determine the relevance (if any) of the prior disciplinary action(s).

2. Removal of Records From File.

a. Subject to paragraphs c and d below, written reprimands will be removed from an employee's personnel file on written request of the employee more than three (3) years from the date the reprimand was imposed.

b. Subject to paragraphs c and d below, letters imposing forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, unpaid suspension, or demotion will be removed from an employee's personnel file on written request of the employee more than five (5) years from the date the discipline was first implemented.

c. Notwithstanding paragraphs a or b above and subject to paragraph d below, if any disciplinary action (that survives any appeal) is imposed during the minimum file life of an earlier disciplinary action, the file life of the earlier disciplinary action shall be extended by a period equal to its original file duration (e.g. three (3) additional years for written reprimands). However, upon written request of an employee the Sheriff may, in his discretion, authorize and direct removal from the employee's personnel file of disciplinary actions that have been renewed in this

manner prior to the date they would otherwise qualify for removal.

d. Notwithstanding any other provision of this subsection 2, no disciplinary action may be removed from an employee's personnel file that was based in whole or in part on charges of prohibited harassment (e.g. sex, race, etc.), untruthfulness, dishonesty, excessive use of force, or insubordination.

ARTICLE 20 SETTLEMENT OF DISPUTES

A. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally through the chain of command, any employee, with notice to the Association in writing, or the Association may present in writing such grievance to the appropriate Chief Deputy, e.g., Law Enforcement Branch, within fifteen (15) working days of its occurrence; if at that time the individual employee or his representative is unaware of the grievance, it may be presented in writing fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Chief Deputy shall respond to the grievant in writing within fifteen (15) working days.

Step II: If the grievance has not been answered or resolved at Step I, it may be presented, in writing, by the grievant to the Sheriff, or his designee(s), within fifteen (15) working days after the response of the Chief Deputy is due. The Sheriff, or his designee(s), shall respond in writing to the grievant within fifteen (15) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the Sheriff, or his designee(s). The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) calendar days of the notification to the Association, then the County may request arbitration under Step IV of this Grievance Procedure, by written notice to the Association.

Step III: If the grievance has not been answered or resolved at step II, either the Association or the Sheriff may, within ten (10) calendar days after the expiration of time limits specified in Step II, request arbitration by written notice to the

other party.

Step IV: Arbitration. After the grievance has been submitted to arbitration, the Association and the Employee Services Division acting as the Sheriff's representative, shall jointly request the Oregon State Conciliation Service for a list of the names of seven (7) Washington or Oregon arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator shall be requested to begin taking evidence and testimony within a reasonable period after submission of the request for arbitration; taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties 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 shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The decision shall be in writing, be within the scope and terms of the contract, and contain an explanation of the reasoning utilized in making the decision. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Sheriff, 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 a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and 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 Association or the employee that the matter has been resolved. For purposes of this Article, working days mean Monday through Friday, excluding recognized holidays under the management compensation package.

B. Stewards. Employees selected by the Association to act as Association representatives shall be known as "Association Representatives". The names of the employees selected as Association Representatives and the names of other individuals who may represent employees shall be certified in writing to the County by the Association.

C. County-Association Meetings. The Sheriff or his designee(s) shall meet at mutually convenient times with the Association committee. All committee meetings with the County may be held during working hours on County premises without loss of pay. The Association committee shall consist of three (3) members selected by the Association.

The purposes of the County-Association meeting shall be as follows:

1. To develop recommendations to adjust impending grievances, and to discuss procedures for avoiding future grievances.

2. To function as a safety committee as prescribed by Oregon law, and to make recommendations to ensure safe operation of the Multnomah County Sheriff's Office. The committee may consider issues involving employee safety and working environment and may prepare a report enumerating and discussing its recommendations, financial impact and other relevant factors. Such report may be directed to the County Commissioners, County Executive's Office, or Sheriff, as appropriate. The committee shall meet at the request of either the Sheriff or Association.

3. To make recommendations to accomplish goals and objectives as established by the Board of County Commissioners in their budget process, and further, to make recommendations to modify and improve such goals and objectives as established by the Board of County Commissioners. This function of the

committee is in recognition of the fact that there is a mutual benefit to the County and the Association to establish and meet goals and objectives, which are designed to increase the productivity and efficiency of all County employees.

D. Processing Grievances. Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work.

ARTICLE 21
GENERAL PROVISIONS

A. No Discrimination. 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, familial status, gender identity, source of income, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

B. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

C. Visits by Association Representatives. The County agrees that representatives of the Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work.

D. Assignment of Association President. Subject to the mutual agreement of the Sheriff and the current Association president, the president may be assigned to the Sheriff's Office or to another day shift assignment.

E. Rules. The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules and to provide a copy of new rules before their effective date, when possible. New employees shall be provided a copy of the rules at the time of hire.

F. Existing Conditions. Except as specifically provided in this Agreement, no provision of this Agreement is intended to change existing wages, hours, fringe

benefits, or any other working conditions when such wage, hour, fringe benefit or working condition represents a mandatory subject of bargaining which traditionally have constituted an economic benefit to the employee. Any such change shall be subject to mutual agreement between the parties before becoming effective and shall immediately be prominently posted on all Multnomah County Sheriff's Offices bulletin boards for not less than fourteen (14) consecutive days. The county will solicit and be receptive to the input of the Association regarding any other changes in existing working conditions proposed by the County.

G. Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever a conflict arises between this Agreement and Multnomah Code 3.10 or its successor, this Agreement shall prevail.

H. Contract Negotiations.

1. The Association's negotiating team, to be comprised of not more than three (3) officers, shall be permitted to attend negotiating meetings with the County representatives without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during working hours of the members so attending. In addition, the Association's attorney may attend and participate in negotiations.

2. Members of the Association's negotiating team who are attending negotiating meetings during other than their regular work hours shall be considered to be transferred to the day shift for each day on which negotiations are held.

I. Safety. The parties agree that the Oregon Safe Employment Act is applicable to County employment.

J. Speech Rule. The Sheriff's Office encourages constructive criticism, but the efficiency, discipline and harmony of the Multnomah County Sheriff's Office are best served when criticism is initially directed through official channels for proper action. Employees shall not publicly criticize any order, action or policy of the Office of the Sheriff or any fellow employee if such public criticism will significantly damage the efficiency of any employee or the efficiency or discipline of the Sheriff's Office or if it will adversely affect the public's confidence in the Sheriff's Office. Employees may

comment with non-inflammatory statements and factual information on departmental orders, actions, or policies of general public interest. An employee with information indicating a crime or fraud by a fellow employee shall forward that information to the appropriate enforcement agency.

K. Contract Work.

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association Representative and/or President have been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

2. The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Chair or Board for formal action.

3. The County further agrees to meet with the Association at its request to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Association agrees to assist the County in minimizing the impact on such affected employee(s).

L. The Association agrees to appoint a representative to serve on a standing county-wide Payroll/Time keeping System labor-management committee which shall meet with the Finance Division's Payroll Supervisor and other relevant managers to discuss in advance any major change in the payroll or timekeeping system, which would be applicable to members of the Association's bargaining unit. A "major change" includes but is not limited to such changes as those needed to implement new or structurally modified benefits or wage categories managed through

the payroll system, programming changes, and changes in check stubs or deposit advice. The purposes of such committee shall be to assist in identifying in advance potential technical problems that might interfere with the efficient and effective introduction of the planned change, any adverse impacts such change might have on employees and available means for ameliorating such impacts, and other changes that might improve the payroll and time keeping systems.

ARTICLE 22
SAVINGS CLAUSE AND FUNDING

A. Savings Clause. If any Article, Section, or portion thereof, of this Agreement is 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.

B. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. The total of all such wages and benefits is, therefore, contingent upon sources of revenue and annual budget approval. The County shall not cut wages and benefits 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 County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section B and County action hereunder shall not be subject to the Resolution of Disputes Procedures of Article 20.

ARTICLE 23
ENTIRE AGREEMENT

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 the Multnomah County Personnel Ordinance adopted August 28, 1980, as amended, or its successor; the Rules and Regulations of the Multnomah County Merit Civil Service Council; and the Multnomah County Personnel Rules. The County and the Association for the life of this 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 Association and the Chair or Sheriff or their designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24
TERMINATION

This Agreement shall be effective as of July 1, 2004, and shall remain in full force and effect until the 30th day of June 2010, subject only to the reopener exceptions set forth in Addendum A. Negotiations for a successor agreement shall commence no later than February 1, 2010. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

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

Multnomah County Deputy
Association:

By _____
Brent Ritchie, President

By _____
Mark Herron, Vice President

By _____
Jay Pentheny, Secretary-Treasurer

Multnomah County, Oregon: Sheriffs
Board of Commissioners:

By _____
Diane Linn, Chair

By _____
Maria Rojo de Steffey, District 1

By _____
Serena Cruz, District 2

By _____
Lisa Naito, District 3

By _____
Lonnie Roberts, District 4

Sheriff of Multnomah
County, Oregon:

By _____
Bernie Giusto, Sheriff

Reviewed:
Agnes Sowle, County Attorney
for Multnomah County, Oregon

By _____
Kathy Short
Assistant County Attorney

Negotiated By:

By _____
Jim Younger, HR Manager

ADDENDUM A

ADDENDUM A

WAGES

Wages Effective July 1, 2004: Effective July 1, 2004, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by two point three percent (2.3%). (Please see Addendum A-1).

Reopener for 2005-2006: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2005 for July 1, 2005 wages rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2006-2007: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2006 for July 1, 2006 rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2007-2008: Parties agree to reopen Article 11 Health and Welfare, Article 16 Compensation, Addendum A-1 and two other articles each of their choice (but not Article 4) no later than February 1, 2007. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2008-2009: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2008 for July 1, 2008 wages rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Reopener for 2009-1010: Parties agree to reopen Addendum A-1 Wages no later than May 1, 2009 for July 1, 2009 wages rates. All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

Addendum A-1

Base Hourly Rates Effective July 1, 2004 2.3% Pay Increase

<u>Classification</u>	<u>Step</u> <u>1</u>	<u>Step</u> <u>2</u>	<u>Step</u> <u>3</u>	<u>Step</u> <u>4</u>	<u>Step</u> <u>5</u>	<u>Step</u> <u>6</u>	<u>Step</u> <u>7</u>	<u>Step</u> <u>8</u>
Deputy Sheriff	20.39	21.81	22.77	23.55	24.56	25.53		
Sergeant	25.00	26.06	27.10	28.11	29.21	30.59		
Civil Deputy	16.41	16.91	17.39	17.90	18.47	18.97		
Civil Deputy Senior	19.05	19.60	20.19	20.80	21.34	21.97	22.64	23.32

Civil Deputies assigned lead worker responsibility by management shall have their base hourly pay rate increased by 12% for such time as assigned lead worker responsibility. Lead worker duties and assignment are defined as follows:

I. Duties Defined

A Lead Worker assignment involves certain limited supervisory and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to supervisory employees. Lead Workers typically spend a substantial portion of their time in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. The involvement of Lead Workers in performance evaluation shall be limited to impute, supervisor's shall bear ultimate responsibility for the content of the evaluation.

II. Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be at the sole discretion of

the Sheriff; provided, however, that an employee continuously assigned as a Lead Worker for one year or more shall be given ten (10) days notice prior to the termination of such an assignment. Significant modifications of Lead Worker duties deemed by the Sheriff to warrant a modification in the amount of compensation shall also be with ten (10) days notice.

ADDENDUM B

PERS CONTINUATION PROGRAM ELECTION FORM

Under the MCDSA contract, you may have the right to be covered by the PERS Continuation Program. Under this program, the County will continue to pay your regular salary and PERS contributions for up to three (3) years while you are off work on a compensable Workers' Compensation claim.

1. Under the Program, you must give the County a check every pay period equal to the amount of Workers' Compensation benefits you receive. The easiest way to do this is to endorse the benefit check to Multnomah County. The Check should be sent or delivered to the County's Central Payroll Office in the Finance Division (Department of General Services).
2. You must pay the County within seven (7) days from the time you get your Workers' Compensation check. The County must actually receive your check no later than the 7th day. To avoid problems, you should forward payment to the County immediately on receiving your Workers' Compensation benefit check.
3. If you are late in paying the County, you will owe the County a collection fee of \$50. You may also owe the County substantial penalties. The penalties are 1% per day of your Workers' Compensation benefit amount. Penalties will grow each day of late payment. If penalties are assessed, you will have the right to appeal them to the Finance Director.
4. If you are late in making a payment, the County will send you a delinquency notice. However, you should take steps to make up any late payment as soon as possible since fees mount daily.
5. You have a right to elect to be in the program only once during your career with Multnomah County. Under the contract, benefits can continue for up to three (3) years. However, the Sheriff can choose to terminate your PERS Continuation benefits under this program after thirty (30) days. If this happens, you will continue receiving your Workers' Compensation time loss payments for the period required under law for the current Workers' Compensation claim. If you are off the job on a future Workers' Compensation claim, you will continue to be under the PERS Continuation Program, until three years from the date for which you first received PERS Continuation benefits

on the first Workers' Compensation claim. After three years, you will revert to the Supplemental Benefit Program instead of PERS Continuation benefits.

The rules of the Program are set out in Article 12 Health and Welfare. Please read the contract carefully. If you have any questions about how the Program works, contact your Association representative immediately.

I elect to begin coverage in the PERS Continuation Program effective:

1. The current pay period.
2. Other future date _____ (specify).

Signed _____ Date _____

ADDENDUM C

(SENIORITY LIST AS OF 9/1/04)

	<u>Law Enforcement Sergeant</u>	<u>Class Date</u>	<u>County Date</u>
1	Hadley, D	08/28/90	11/14/84
2	Sawyer, L	01/12/94	08/28/72
3	Ritchie, B	12/08/97	07/02/90
4	Gates, J	02/25/98	06/01/92
5	Olsen, D	09/01/98	05/28/91
6	Walls, E	06/01/99	11/20/90
7	Staton, D	10/15/00	08/14/89
8	Lautenbach, T	06/17/02	07/19/93
9	Lofton, W	06/17/02	08/23/99
10	Smith, E	01/02/03	12/19/94
11	Lange, G	06/15/03	09/27/93
12	Matsushima, M	12/24/03	11/27/89
13	Kubic, J	01/19/04	11/28/94
14	Lichatowich, T	01/20/04	03/19/98

	<u>Deputy Sheriff</u>	<u>Class Date</u>	<u>County Date</u>
1	Biles, R	04/09/85	02/27/85
2	Lambert-Gates, S	10/06/86	09/30/85
3	Gates, M	04/18/88	03/23/87
4	Buchanan, D	08/12/89	07/13/87
5	Gustafson, E	10/09/89	10/09/89
6	Shanks, T	10/30/89	02/22/88
7	Snitker, L	01/29/90	01/29/90
8	Rendon, D	02/26/90	10/12/87
9	Fermenick, K	02/26/90	02/26/90
10	Gaddis, J	02/26/90	02/26/90
11	Coufal, R	11/20/90	11/20/90
12	Torres, J	02/15/93	05/15/93
13	Graziano, J	02/15/93	02/15/93
14	Gwilliam, G	05/26/93	04/03/89
15	Little, J	07/06/93	07/23/84
16	Krafve, K	07/19/93	10/26/87
17	Pentheny, J	07/19/93	07/19/93
18	Heffernan, M	07/19/93	07/19/93
19	Platt, K	08/23/93	08/23/93
20	Wonacott, T	08/23/93	08/23/93
21	Swall, A	11/10/93	11/10/93
22	Satterthwaite, M	11/11/93	11/11/93
23	McLellan, S	12/06/93	12/06/93
24	Holoch, J	07/11/94	08/22/88

25	Lort, B	07/11/94	08/23/93
27	Cordes, L	08/29/94	08/29/94
28	Bickford, K	09/26/94	09/26/94
29	Lillie, L	11/28/94	11/28/94
30	Edwards, R	12/19/94	12/19/94
31	Christian, S	12/19/94	12/19/94
32	Timms, S	01/09/95	01/09/95
33	Lincoln, H	01/30/95	01/30/95
34	Farnstrom, P	01/30/95	01/30/95
35	Gosson, L	08/18/97	03/16/94
36	Satter, M	09/22/97	07/28/83
37	Green, C	09/26/97	09/26/97
38	Martinez, K	12/01/97	02/27/95
39	Frost, S	12/01/97	12/01/97
40	Osborn, R	12/01/97	12/01/97
41	Yohe, K	01/03/95	01/03/95
42	Wall, D	03/09/98	03/09/94
43	Mallory, S	04/20/98	10/05/92
44	Ahn, J	05/18/98	05/18/98
45	Burkeen, R	06/01/98	03/09/98
46	Matsushima, R	06/01/98	06/01/98
47	Gullberg, T	06/01/98	06/01/98
48	Schneider, J	06/01/98	06/01/98
49	Nuzum, R	06/15/98	06/15/98
50	Taylor, L	09/28/98	06/15/98
51	Cortada, R	02/08/99	02/08/99
52	Steiner, C	07/26/99	07/26/99
53	Bybee, K	07/26/99	07/26/99
54	McDowell, S	08/04/99	11/16/92
55	Herron, M	09/27/99	08/04/97
56	Phifer, C	10/11/99	10/11/99
57	Galloway, M	10/11/99	10/11/99
59	McRedmond, P	07/24/00	05/21/88
60	McGarry, D	07/24/00	04/24/00
61	Dangler, S	10/09/00	10/09/00
62	O'Donnell, R	01/07/02	06/22/88
63	Brightbill, T	07/01/02	07/01/02
64	Weber, T	07/01/02	07/01/02
65	Cordes, J	09/16/02	09/16/02
66	Reiter, M	10/28/02	10/28/02
67	McAfee, K	07/03/03	08/25/97
68	White, B	07/03/03	07/03/03
69	Maurry, J	09/15/03	02/27/02
70	Smith, K	09/29/03	09/29/03
71	Green, N	10/13/03	10/13/03
72	Eriksen, J	12/31/03	12/31/03
73	Burton, B	01/02/04	01/02/04
74	Zwick, J	01/02/04	01/02/04
75	Jones, K	04/19/04	03/08/99
76	Adams, M	05/03/04	05/03/04
77	Harken, J	05/03/04	05/03/04

NOTE: The above list includes probationary employees who do not acquire seniority until they complete probation.

	<u>Civil Deputy</u>	<u>Class Date</u>	<u>County Date</u>
1	Huston, S	07/22/85	08/29/79
2	Schweitzer, C	02/06/95	02/06/95
3	Miller, M	06/07/99	06/07/99
4	Hubert, B	07/26/99	06/09/97
5	Doyle, B	08/30/99	01/05/98
6	Villavicencio, O	05/16/02	11/09/98

	<u>Civil Deputy Senior</u>	<u>Class Date</u>	<u>County Date</u>
1	Baker, R	09/01/98	05/16/78
2	Ross, M	09/01/98	05/23/88

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-144

Approving the 2004-2010 Labor Agreement Between Multnomah County and Multnomah County Deputy Sheriff's Association

The Multnomah County Board of Commissioners Finds:

- a. The labor agreement between Multnomah County and Multnomah County Deputy Sheriff's Association expired on June 30, 2004. Representatives of Multnomah County, Multnomah County Sheriff's Office and Multnomah County Deputy Sheriff's Association completed bargaining for a successor labor agreement to be effective September 23, 2004 - June 30, 2010 with a 2.3% inflation factor effective July 1, 2004.
- b. The successor labor agreement was negotiated pursuant to ORS 243.650-243.782.

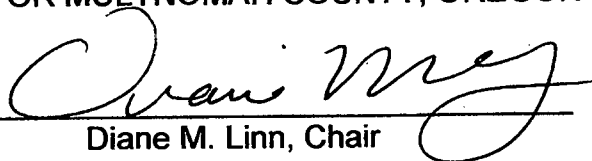
The Multnomah County Board of Commissioners Resolves:

1. The Labor Agreement between Multnomah County and Multnomah County Deputy Sheriff's Association is approved with an effective date of September 23, 2004 with a 2.3% inflation factor effective July 1, 2004.

ADOPTED this 23rd day of September, 2004.

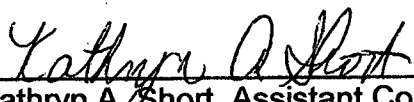


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Kathryn A. Short, Assistant County Attorney

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

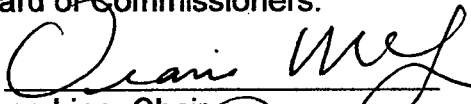
Multnomah County Deputy
Sheriffs Association:

By _____
Brent Ritchie, President

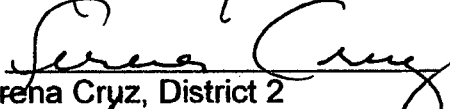
By _____
Mark Herron, Vice President

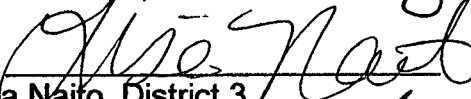
By _____
Jay Pentheny, Secretary-Treasurer

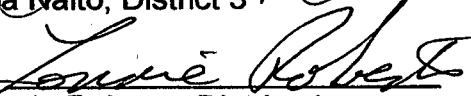
Multnomah County, Oregon:
Board of Commissioners:

By 
Diane Linn, Chair


By 
Maria Rojo de Steffey, District 1

By 
Serena Cruz, District 2

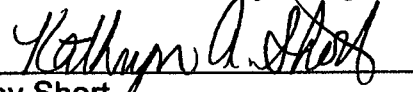
By 
Lisa Naito, District 3

By 
Lonnie Roberts, District 4

Bernie Giusto, Sheriff
For Multnomah County, Oregon:

By 
Bernie Giusto, Sheriff

Reviewed:
Agnes Sowle, County Attorney
For Multnomah County, Oregon

By 
Kathy Short
Assistant County Attorney

Negotiated By:

By 
Jim Younger, HR Manager



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

Form Instructions

- For **HELP** on some of the form fields Press the **F1** key.
- Tab from each field for efficiency and to allow automatic formatting.
- To enable Spell Check go to View/Toolbars and select "Spell-Check". A button will appear titled "Spell Check the Form". This will spell check the APR. *Note: Macros must be enabled.*

Board Clerk Use Only

Meeting Date: 09/23/04
Agenda Item #: B-1
Est. Start Time: 10:30 AM
Date Submitted: 09/13/04

Agenda Title: Board Briefing: Update on Budget Priority Setting Process

Note: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide a clearly written title.

Date Requested:	September 23, 2004	Time Requested:	3 Hours if needed
Department:	DBCS-Finance, Budget, & Tax	Division:	Budget Office
Contact(s):	Karyne Dargan, Dave Boyer		
Phone:	503-988-3312	Ext.	22457
	I/O Address:		503/531
Presenter(s):	Dave Boyer, Karyne Dargan, Mark Campbell		

General Information

1. What action are you requesting from the Board?

This briefing will update the Board on the activities of the Priority-Based Budget exercise to date. The Board will review the priority results around which the County budget will be built and the most critical outcomes that citizens expect from their County government, and will be asked to affirm the completion of Step 2 in the process (identify the priorities of government—the overarching results that citizens expect from their County government—and indicators for each).

2. Please provide sufficient background information for the Board and the public to understand this issue.

The County is in the process of designing a different way of preparing its annual budget. It wants to assure that it delivers results that matter most to citizens at the price citizens are willing to pay. In completing this budget priority-setting process, the County also wants to prepare itself to set priorities and purchase results in 2006 and beyond, and to be prepared for the budget reductions that will be required if the ITAX is repealed in November.

This will not be a traditional budget balancing exercise. The County desires to pursue a process that answers the question "With the money we have, how can we best purchase the results that matter most to our citizens?" The focus will be on what to keep, not on what to cut. The County has hired the Public Strategies Group (PSG) to facilitate the development of a mid-year budget adjustment to be adopted by the Board of County Commissioners in the event that the ITAX is repealed.

Work on the process to date includes identifying County program attributes, confirming the County's fiscal parameters for FY 2005, initial projection of FY 2006 revenues, review of the County's benchmarks and Service Efforts & Accomplishment reports, drafting a public involvement plan, and conducting focus groups.

3. Explain the fiscal impact (current year and ongoing).

N/A—briefing only.

4. Explain any legal and/or policy issues involved.

N/A—briefing only.

5. Explain any citizen and/or other government participation that has or will take place.

The budget priority-setting process will include significant public participation. Public sessions have been scheduled at various times during the upcoming months.

Required Signatures

**Department/
Agency Director:**



Date:

09/13/04

Budget Analyst:



Date:

09/13/04

Department HR:

Date:

Countywide HR:

Date:

BOGSTAD Deborah L

From: DESIGN TEAM CO-CHAIRS
Sent: Friday, September 17, 2004 5:29 PM
To: #MULTNOMAH COUNTY ALL EMPLOYEES
Subject: Update: Design Team and midyear budget priority-setting process

September 17, 2004

To: All Multnomah County Employees
From: Chair Diane Linn and Commissioner Serena Cruz
 Design Team Co-Chairs
Re: Design Team and midyear budget priority-setting process

This is another update on the work of the Design Team and progress of the midyear budget process as we plan for the sunset and potential repeal of the Multnomah County temporary income tax (ITAX) and address the county's ongoing general fund structural deficit.

Design Team update

On Thursday, September 9, 2004, the Design Team met for the third time. The team worked through comprehensive information provided by Budget and Finance Office that will greatly assist in planning for the end of the ITAX and addressing the ongoing general fund structural deficit caused by the property tax limitation ballot measures passed in the 1990's.

As you know, PSG was hired to facilitate the priority-setting process the Board will complete this fall. This firm has an excellent reputation for leading jurisdictions such as the State of Washington, Snohomish County, Washington, and the City of Spokane through similar budget challenges. PSG are leaders assisting public sector organizations in the development of ranking priorities and linking programs and services to the priorities.

Defining the task

Multnomah County has weathered general fund reductions of over \$70 million in programs and services and lost over 500 jobs over the last three years. We can no longer "thin the soup," as we've done in recent years. We now need to make serious decisions about what services the county can afford to provide in today's fiscal reality. The Board will need to consider program outcomes, feedback from employees, county clients, and the community, and hard budget data in order to make these difficult decisions. We are confident that through the work of our talented employees, and with assistance of PSG, we can accomplish this challenging task by December 2.

Ways to get involved

Opportunities for the public to get involved, such as citizen focus groups, an online survey, citizen forums in each commissioner's district and Board of County Commissioner public hearings will be scheduled throughout the fall. Information on these public involvement activities will be included in future emails and also on the web, through links established on the Multnomah County web and MINT sites: www.co.multnomah.or.us/tax or www.multcotax.org. These sites are intended to be clearinghouses for information on the ITAX, the priority-setting

9/20/2004

exercise, and the midyear budget process.

We acknowledge that employees are being asked to do a lot while the future of the county is unclear. Opportunities to learn more and ask questions about the work of the Design Team and Board budget process are available through the following brown-bag information sessions for employees. We encourage you to attend.

Brown Bag Schedule

Date	Department	Time	Location
9/17	Community Justice	9:30-10:30 am	Juvenile Justice Center Conference Room
9/20	All departments	12:00-1:00 pm	Multnomah Building Boardroom
9/21	Library	7:30 – 8:30 am	Central Library, limited to Library staff
9/21	County Human Services	1:00-2:00 pm	YWCA, 1111 SW 10 th , 3rd floor conference center
9/22	Community Justice	9:00-10:00 am	Limited to exempt DCJ employees
9/27	County Human Services all staff	12-1:00 pm	Location TBA
9/28	Office of School & Community Partnerships Leadership Team	9-10:00 am	Kennedy Center
9/28	Commission on Children, Families, and Community	4:30-5:30 pm	Kaiser Town Hall N. Interstate
9/29	Health	11:00-12:00 pm	Limited to Health staff, location TBA

We want to thank members of the Budget and Finance team for their hard work to date and still to come – Dave Boyer, Karyne Dargan, Mark Campbell, Mike Jaspin, Julie Neburka, Christian Elkin, Ching Hay and Matt Nice. We also want to acknowledge the work of the departments in providing budget information in such a short time frame.

We will continue to keep you informed as the Design Team work continues. Thank you for your continued dedication to the people of Multnomah County and support of this very challenging budget process.

BOGSTAD Deborah L

From: DARGAN Karyne A
Sent: Tuesday, September 21, 2004 5:04 PM
To: BOGSTAD Deborah L
Subject: FW: Design Team Meeting Rescheduled and Next Steps Update

Importance: High

-----Original Message-----

From: DARGAN Karyne A
Sent: Tuesday, September 21, 2004 4:49 PM
To: 'Laurie Ohmann'; WEST Kristen; AAB Larry A; Andreas, Valerie; BALL John; BOYER Dave A; CAMPBELL Mark; CARROLL Heather L; CRUZ Serena M; DARGAN Karyne A; ELKIN Christian; FARRELL Delma D; FLYNN Suzanne J; FORD Carol M; FULLER Joanne; GRAVELY Robert M; HAY Ching L; HEWITT Douglas B; JASPIN Michael D; KIRK Christine A; LINN Diane M; MARCH Steve J; MARCY Scott; MARTIN Chuck T; MATTIODA Gina M; NEBURKA Julie Z; NICE Matt L; ROMERO Shelli D; SIMPSON Thomas G; TINKLE Kathy M
Cc: TODD Kathleen M; ROJO DE STEFFEY Maria; ROBERTS Lonnie J; NAITO Lisa H
Subject: Design Team Meeting Rescheduled and Next Steps Update
Importance: High

Hello Design Team Members-

Unfortunately, we will not be able to hold our Design Team meeting on Wednesday the 22nd. Instead, we will meet on Friday the 24th, from 8:30-12:00 noon, in the County Attorney's large conference room.* This meeting will be to continue our conversation from this morning and to reach agreement on the priorities and indicators. Please accept our apologies for these schedule changes.

As before, please send your suggestions for indicators to Dave Boyer no later than 10:00 a.m. tomorrow, Wednesday the 22nd. Dave and Laurie Ohmann from PSG will assemble the suggested indicators tomorrow and email them to Design Team members for review before Friday's meeting.

Note that the revised timing of the Design Team meeting affects our schedule in several ways:

- The Board of County Commissioners **will not be able to affirm the priorities and indicators** at Thursday's board meeting. We will attempt to re-schedule the Board for a meeting next week. We may brief on our activities to date on Thursday, but we will not be asking them to affirm anything.
- The Team Leader/Team Facilitator training for Thursday the 23rd from 3:30-5:00 p.m. is **cancelled**.
- The Priority Team training for Friday, September 24th from 8:30-12:00 noon is **cancelled**.

- *Please notify staff members and others who may have planned to attend the above trainings.*

Instead, our schedule for the next ten days is as follows:

- Wednesday 22nd: **suggestions for indicators due to Dave Boyer by 10:00 a.m.**
- Friday 24th: **Design Team meeting 8:30-12:00 noon to reach agreement on priorities and indicators.**
- Week of 27th, TBD: **Board Briefing:** Board affirms the priorities and indicators.
- Wednesday 29th: **Team Leader/Team Facilitator/Team Member training.** Priority Teams begin developing strategy maps.
- Thursday 30th: **Priority Teams continue developing strategy maps.**

Thanks again for your flexibility and patience with the process. Please let Dave Boyer or Julie Neburka know if you have any questions or need more information.

Thanks,
Karyne

* Multnomah Building, 5th floor. Enter at the County Attorney's reception area, turn left at the desk; turn left at the back (east) wall; conference room is at the end of the hallway.

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS
PRIORITY BASED BUDGETING SCHEDULE**

(Working Document, September 23, 2004)

Date	Task	Lead & Support
8/31 Third Floor Conf Room 315	BCC Discussion of Proposed Workplan	Board Co-chairs, Boyer, Dargan, PSG
9/14 9:30 am-noon Boardroom	BCC Work Session: Update on Priority Setting Process to BCC ; BCC affirms completion of Step 1 (FY 2005 Available revenue figures & FY 2006 projections)	Boyer, Dargan, PSG, Campbell
9/30 10:30 am-noon Boardroom	BCC Work Session: Affirms Results/county priorities and indicators	PSG, BCC
10/12 6:00-8:00 pm SE Portland	Public Session - Evening - Commissioner Lisa Naito District 3 Hosting [Gateway Children's Center, Downstairs Classroom, 10225 E Burnside]	
10/14 about 10:00 am Boardroom	BCC Work Session: Results Team Leaders present Strategy Maps to BCC for review & approval	Results Team Leads
10/14 6:00-8:00 pm SW Portland	Public Session - Evening - Commissioner Maria Rojo de Steffey District 1 Hosting [Central Library US Bank Meeting Room, 801 SW 10th Avenue]	
10/19 9:30 am-noon Boardroom	BCC Work Session: PSG introduces ranking tool to Board members	PSG
10/19 6:00-8:00 pm N Portland	Public Session - Evening - Commissioner Serena Cruz District 2 Hosting [Portland Community College, Cascade Campus Student Center Building Cafeteria, 705 N Killingsworth]	
10/26 9:30 am-noon Boardroom	BCC Work Session: PSG facilitates Board discussion re: contents of "results packets" and clarifies options re: ranking. Department Heads and Program folks available	PSG
10/26 6:00-8:00 pm Gresham	Public Session - Evening - Commissioner Lonnie Roberts District 4 Hosting [East County Building, 600 NE 8th Street, Sharron Kelley Conference Room]	
10/28 about 10:00 am Boardroom	BCC Work Session: Back up session if needed	

Date	Task	Lead & Support
11/9 9:30 am-noon Boardroom	BCC Work Session: Share Round #1 ranking results with BCC and Design Team	PSG
11/9 1:30 -4:00 pm Boardroom	BCC Work Session: Share Round #1 ranking results with BCC and Design Team	PSG
11/9 6:00-8:00 pm Boardroom	Public Hearing	
11/16 9:30 am-noon Boardroom	BCC Work Session: Board continues discussion re: program/ option rankings; service purchasing exercise	PSG
11/19 9:30 am-noon Third Floor Conf Room 315	BCC Work Session: BCC completes review of mandates, options, and service purchasing exercise completed	PSG
11/22 6:00-8:00 pm Boardroom	Public Hearing	
11/23 9:30 am-noon Boardroom	BCC Work Session: Board completes program/options rankings and affirms adjusted FY 2005 budget (full day)	PSG, Boyer, Dargan
11/23 1:30-4:00 pm Boardroom	BCC Work Session: Board completes program/options rankings and affirms adjusted FY 2005 budget (full day)	PSG, Boyer, Dargan
11/30 9:30 am-noon Boardroom	BCC Work Session D-DAY	
12/2 9:30 am Boardroom	Public Hearing BCC Adopts Financial Plan	