
2012-2017

AGREEMENT



between

Multnomah County, Oregon

and

**International Union of Operating Engineers
Local 701 AFL-CIO**



2012-2017
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 701, AFL-CIO



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TABLE OF CONTENTS

	PAGE
ARTICLE 1	PREAMBLE
	1
ARTICLE 2	DEFINITIONS
	2
I.	Cause
	2
II.	Continuous Service
	2
III.	Supervisory Employee
	2
IV.	Permanent Employee
	2
V.	Probationary Employee
	3
VI.	Promotional Probationary Employee
	3
VII.	Temporary Employee
	3
ARTICLE 3.	RECOGNITION
	5
ARTICLE 4.	MANAGEMENT RIGHTS
	6
ARTICLE 5.	UNION SECURITY AND CHECK OFF
	7
ARTICLE 6.	NO STRIKE
	9
ARTICLE 7.	HOLIDAYS
	10
I.	Holidays
	10
II.	Holiday Observances
	10
III.	Holiday Pay
	11
IV.	Holiday During Leave
	11
V.	Holiday Work
	11
VI.	Saved Holidays
	11
ARTICLE 8	VACATION LEAVE
	12
I.	Accrual
	12
II.	Table of Vacation Accrual Rates
	12
III.	Charging
	13
IV.	Payoff Upon Termination or Death
	13
V.	Use and Scheduling of Accrued Vacation
	13
VI.	Use of Accrued Vacation for Sick Leave and Other Purposes
	14
VII.	Use of Accrued Vacation for Emergencies and Preventative Health Care
	14
ARTICLE 9	SICK LEAVE
	15
I.	Paid Sick Leave
	15

	II.	Use and Misuse of Leave for Sick Leave Purposes	16
	III.	Fitness for Duty	20
	IV.	Incentive Conversion	20
	V.	Bereavement Leave	21
	VI.	Disability Insurance	21
	VII.	Long Term Disability	22
ARTICLE 10		OTHER LEAVES	23
	I.	Leave of Absence	23
	II.	Jury Duty	23
	III.	Union Business	23
	IV.	Educational Leave	23
	V.	Military Leave	24
	VI.	Reimbursement	24
	VII.	Parental Leave	25
ARTICLE 11		HEALTH AND WELFARE	26
	I.	Medical & Dental Insurance	26
	A.	Definition and Contributions Toward Insurance Premiums	26
	B.	Health Care Cost During the Term of Agreement	28
	C.	Premium Calculations	29
	D.	Employee Contribution	29
	E.	Major Medical Plan Rebates	30
	F.	Opt-Out of Medical plan Benefits	30
	G.	Successor Plans and Carriers	30
	H.	Premium Reimbursement for Part-Time Employees	31
	I.	Retirees	31
	J.	Default Enrollment	31
	K.	Eligible Dependents (Enrollment & Termination of Enrollment)	32
	L.	When Benefits Coverage Begins and Ends	36
	II.	Other Benefits	39
	A.	Flexible Spending Accounts	39
	B.	Life Insurance	39
	C.	Emergency Treatment	39
	D.	Disability Insurance	40
	E.	HRA-VEBA	40
ARTICLE 12		PENSIONS	41
	I.	PERS	41
	II.	PERS “Pick-Up” And “Pick-Up” Under IRC Section 414 (H)(2)	41
	III.	OPSRP Pick Up	41
	IV.	Sick Leave In Application To Final Average Salary	42

ARTICLE 13	WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS	43
ARTICLE 14	HOURS OF WORK	45
	I. Work Day	45
	II. Work Week	45
	III. Work Schedules	46
	IV. Reduced Work Week	46
	V. Rest Periods	46
	VI. Meal Periods	46
	VII. Clean-up time	46
	VIII. Uniform Time Charging Provisions	47
	IX. Time Between Shifts	47
ARTICLE 15	WAGES	49
	I. Wages And Classification Schedule	49
	II. Pay Period	51
	III. Hazardous And Obnoxious Work	51
	IV. Reporting Time	51
	V. Call-In Time	51
	VI. Off Duty Work from Home Including telephone Calls	52
	VII. On-Call duty	52
	VIII. Overtime	54
	IX. Compensatory time	54
	X. Distribution	55
	XI. Mileage Pay	55
	XII. Parking	55
	XIII. Shift Differential	56
	XIV. Certification Pay	56
ARTICLE 16	DISCIPLINARY ACTION	58
	I. Types of disciplinary actions	58
	II. Rights of permanent, non-probationary employee	58
	III. Personnel Files	58
ARTICLE 17	SETTLEMENT OF DISPUTES	60
	I. Grievance Procedure	60
	II. Stewards And The Processing Of Grievances	62
ARTICLE 18	GENERAL PROVISIONS	64

	I.	No Discrimination	64
	II.	Bulletin Boards	64
	III.	Visits By Union Representatives	64
	IV.	Changes In Existing Conditions	65
	V.	Rules	65
	VI.	Tool Replacement	65
	VII.	Uniforms And Protective Clothing	66
	VIII.	Seniority	66
	IX.	Reduction In Force	67
	X.	Contract Work	67
	XI.	Shift assignment	67
	XII.	Safety Rules	68
	XIII.	Supremacy Of Contract	68
	XIV.	Performance Evaluation Process	68
	XV.	Bus passes	68
ARTICLE 19		SAVINGS CLASS AND FUNDING	70
	I.	Savings Clause	70
	II.	Funding	70
ARTICLE 20		ENTIRE AGREEMENT	71
ARTICLE 21		TERMINATION	72
		SIGNATURE PAGE	73
ADDENDUM A		WAGES AND CLASSIFICATIONS OPERATING ENGINEERS	74
	I.	Compensation	74
	II.	Distinguishing Characteristics	75
	III.	Lead Assignment	75
ADDENDUM B		COMPOSITE VERSION OF MULTNOMAH COUNTY EXEMPT EMPLOYEE RETIREE INSURANCE POLICY	76
	I.	Retiree Medical Insurance	76
	II.	Retirees	78
ADDENDUM C		VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION	80
	I.	Wages	80
	II.	Vacation	80
	III.	Annual Review	81
	IV.	Termination	81

ADDENDUM D	DRUG AND ALCOHOL POLICY	82
	I. Drug Free Workplace Act	82
	II. Holders of Commercial Drivers Licenses	82
	III. Alcohol and Drug Policy work Rules and Discipline	82
	IV. Testing	87
	V. Definitions	90
	LAST CHANCE AGREEMENT	93
INDEX		96

1 **2012-2017**

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

3 **Between**

4 **MULTNOMAH COUNTY, OREGON**

5 **and**

6 **INTERNATIONAL UNION OF OPERATING ENGINEERS**

7 **LOCAL 701, AFL-CIO**

8
9 **ARTICLE 1**

10 **PREAMBLE**

11
12 This Agreement is entered into by Multnomah County, Oregon, hereinafter
13 referred to as the County, and International Union of Operating Engineers, Local 701,
14 AFL-CIO, hereinafter referred to as the Union.

15 The purpose of this Agreement is to set forth those matters pertaining to
16 rates of pay, hours of work, fringe benefits, and other matters pertaining to employment
17 consistent with the County's objective of providing ever-improved services to the public
18 of Multnomah County. The parties agree as follows:

ARTICLE 2
DEFINITIONS

I. Cause:

Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service, or failing to fulfill responsibilities as an employee.

II. Continuous Service:

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

A. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.605 through 236.640.

B. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen (14) months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, or Central Human Resources Director.

C. For purposes of determining what constitutes a break in employment after July 1, 1975, continuous service is terminated by voluntary termination, involuntary termination due to expiration of a layoff list, or discharge for cause.

III. Supervisory Employee:

Means any 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.

IV. Permanent Employee:

An employee who, following an examination process, is appointed from a

list of eligibles certified by the Human Resources Division of the Department of County Assets to fill a position; provided that the employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

V. Probationary Employee:

A permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service would not be in the best interest of the County. The length of an employee's probationary period may not be extended by a Memorandum of Agreement under the terms of Article 20, Entire Agreement, unless the employee was absent from work for a period of six (6) months or more previous to the extension.

VI. Promotional Probationary Employee:

A regular employee serving a six (6) month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of promotional probation, the employee shall be returned to the classification and department from which he or she was promoted without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service in the classification to which he or she was promoted would not be in the best interest of the County. The length of promotional probationary period for employees promoted prior to the effective date of this Agreement shall not be affected by the terms of this definition.

VII. Temporary Employee:

Any nonpermanent employee who has worked less than 1044 hours in any twelve (12) consecutive months. Temporary employees shall be terminated upon completion of 1044 hours or shall be appointed to a position from a certified eligible list established by the Human Resources Division of the Department of

1 County Assets.

2 When a temporary employee becomes a permanent employee, time spent
3 in temporary status shall apply to the probationary period, provided that the job
4 responsibility is substantially the same.

ARTICLE 3
RECOGNITION

1
2
3
4 The County recognizes the Union as the sole and exclusive bargaining agent for
5 all non-supervisory employee members of the bargaining unit for the purpose of
6 establishing wages, hours, and other conditions of employment. The positions covered
7 by this Agreement are listed in Addendum A attached hereto and made a part hereof.
8 Specifically excluded from the bargaining unit are temporary employees. During a
9 probationary period, employees shall be entitled to all contractual benefits excluding
10 provisions relating to discipline or discharge.

ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the departments, determining the levels of service and methods of operation, and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, 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, are not subject to the grievance procedure.

ARTICLE 5

UNION SECURITY AND CHECK OFF

I. The County agrees to furnish the Union, each month, a listing of all new employees covered by this Agreement hired 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 classifications, work locations, and home addresses.

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

A. One half (0.5) 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; or

B. One half (0.5) of the current monthly service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

C. 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. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

D. The Union expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for political purposes by the Union.

The amount of monthly service fee shall be set at the amount of dues generally deducted less any present or future service, benefit, or activity not enjoyed by non-Union members of the bargaining unit.

The amounts to be deducted shall be certified to the County by the

- 1 Financial Secretary of the Union, and the aggregate deductions of all employees shall
- 2 be remitted, together with an itemized statement to the Treasurer of the Union by the
- 3 first day of the succeeding month after such deductions are made.

ARTICLE 6

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. 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 when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union. Any employee engaging in any activity in violation of this article shall be subject to immediate disciplinary action, including discharge, by the County without application of the grievance procedure of this Agreement.

ARTICLE 7

HOLIDAYS

I. Holidays

The following shall be recognized and observed as paid holidays :

♦ Any day the President of the United States and/or the Governor declares a holiday for all employees employed in the public sector.

♦ New Year's Day (January 1st)

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

♦ Washington's Birthday (3rd Monday in February)

♦ Memorial Day (last Monday in May)

♦ Independence Day (July 4th)

♦ Labor Day (1st Monday in September)

♦ Veterans' Day (November 11th or date of County observance)

♦ Thanksgiving Day (4th Thursday in November)

♦ Christmas Day (December 25th) or with the 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 December 25.

♦ Eight (8) hours to be used between Thanksgiving and New Year's or 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 the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time.

II. Holiday Observance

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

B. If the holiday falls on an employee's second or third day off, the following normally scheduled workday will be observed as that employee's holiday.

1 **C.** Shift workers shall observe weekend holidays on the days they
2 occur.

3 **III. Holiday Pay**

4 Eligible employees shall receive one (1) day's pay for each of the holidays
5 listed above on which they perform no work. Part-time employees shall receive
6 holiday pay equivalent to their full time equivalency (FTE). To be eligible for
7 holiday pay, full-time employees must be in pay status both on the day before
8 and on the day after the observed holiday; part-time employees must be in pay
9 status on the last scheduled day before and on the first scheduled day after the
10 holiday.

11 **IV. Holiday During Leave**

12 Should an employee be on authorized leave with pay when a holiday
13 occurs, such holiday shall not be charged against such leave.

14 **V. Holiday Work**

15 Employees required to work on a recognized holiday will be compensated
16 at one-and-one-half (1-1/2) times their regular rate of pay for the holiday worked,
17 in addition to their regular holiday pay.

18 **VI. Saved Holidays**

19 Full-time employee required to work on a recognized holiday may elect to
20 be compensated for such work by electing to convert the time and one-half pay
21 Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may
22 be used at the discretion of the employee with the consent of his or her
23 supervisor, and will be charged in accordance with Article 14, Section 8. Saved
24 Holiday time not used by the end of the fiscal year in which it is accrued will be
25 forfeited. Upon separation from service employees will be paid for unused Saved
26 Holiday time at their regular rate of pay. In the event of an employee's death, his
27 or her heirs will receive payment for unused Saved Holiday time at the
28 employee's regular rate of pay.

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 2" below, and accrual balances shall be shown on the employee's check stub.

II. Table of Vacation Accrual Rates

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

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

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

1 leaves of absence, or layoffs, in excess of thirty (30) days. Part-time work will
2 count on a full-time basis.

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

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

8 **III. Charging**

9 Vacation leave shall be charged in increments in accordance with the
10 uniform time charging provisions of Article 14.

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

12 Unused vacation leave shall be paid to the employee at his or her regular
13 rate of pay at the time of separation from service. In the event of an employee's
14 death, unused vacation leave shall be paid to the employee's heirs at his or her
15 regular rate of pay. This section is subject to any restrictions contained in
16 Addendum C – VEBA.

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

18 Employees shall be permitted to choose either a split or entire vacation.
19 Whenever possible, consistent with the needs of the County and the requirement
20 for vacation relief, employees shall have the right to determine vacation times,
21 but in any case vacation times shall be selected on the basis of seniority;
22 however, each employee will be permitted to exercise his or her right of seniority
23 only once per calendar year as provided herein. Use of seniority shall be
24 confined to times during the same calendar year selected during the annual sign-
25 up. The annual sign up may occur each January, beginning on the first work day
26 and ending on the last workday of that month. Employees shall be permitted to
27 express their first, second, and third preferences for vacation times during this
28 sign-up, to ensure orderly selection of preferred vacation times in the event their
29 higher preference times are taken by senior employees. Seniority may not be
30 used to obtain preferred vacation times after the January sign-up concludes.
31 However, seniority may be used during the January sign-up to secure either a

continuous vacation or a vacation plan consisting of two or more non-continuous weeklong segments. Sign-up shall be in weekly increments. After the January sign up period, vacation shall be permitted on a “first come, first served” basis.

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

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

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

A. Usage of Emergency Leave and Preventative Health Care Leave

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

B. Emergency Leave

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

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

C. Preventative Care

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

D. Misuse and Failure to Properly Report

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

ARTICLE 9
SICK LEAVE

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
3 limited to the provisions of Article 13, Workers Compensation.

4 **B. Accrual**

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

8 **C. Reporting of Sick Leave**

9 An employee who must be absent by reason of illness or injury
10 shall make reasonable effort to notify dispatcher or dispatch after hours number
11 at least one (1) hour before the beginning of his or her scheduled shift. If the
12 dispatcher is not available, the employee may leave a message or voicemail at
13 the time of the call.

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
17 employee notifies the supervisor of the interruption of his or her scheduled
18 vacation and presents reasonable evidence of a bona fide illness or injury upon
19 returning to work.

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

21 Sick leave shall be charged in accordance with the uniform time
22 charging provisions of Article 14.

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

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

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

29 **B. Legitimate Use**

30 **1. Verification of use**

31 a. Pursuant to Multnomah County policy, Management

1 must require the completion of a certification form by the employee's health care
2 provider and any other verifications required for under the provisions of the
3 FMLA, OFLA, or their successors.

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

7 **i.** The employee has been absent for more than
8 three (3) days; or

9 **ii.** The employee has exhausted all sick leave; or

10 **iii.** The employee has had five (5) or more events
11 with less than twenty-four (24) hours notice in a six (6) month period; or

12 **iv.** Management reasonably believes that the
13 absence may not be bona fide.

14 **2. Discipline**

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

17 **a. Abuse of sick leave**

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

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

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

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

29 **(a)** Require the employee to take
30 continuous leave; or

31 **(b)** Change the employee's work

1 assignment for six (6) months or until use of intermittent leave ends, whichever
2 comes sooner.

3 **c. Excessive absenteeism**

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

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

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

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

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

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

20 **C. Sequencing of Leaves**

21 The use of vacation leave, saved holiday time, compensatory time,
22 and leave without pay is subject to approval by management according to the
23 requirements of Articles 8, 7, 15, and 10, respectively. However, unless
24 otherwise required by law, forms of leave shall be used and exhausted in the
25 following sequences:

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

28 a. Sick leave until it is exhausted;

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

31 c. Leave without pay.

ARTICLE 9, SICK LEAVE

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

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

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

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

9 b. Leave without pay

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

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

15 1. **Continuous leave**

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

1 **2. Intermittent leave**

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

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

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

15 **c.** Proceed with the disciplinary process.

16 **III. Fitness for Duty**

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

22 **IV. Incentive Conversion**

23 Full-time employees who have worked the twelve (12) months preceding
24 June 30 of any year, may at their option, convert accrued sick leave to saved
25 holiday time (*does not include FMLA/OFLA*) to be taken in accordance with
26 Article 7, Section 1 subject to the following schedule:

27
28 Hours of sick leave Allowable
29 used in 24 pay periods additional
30 preceding June 30 Saved
31 of any year Holidays

1	(1) None	3 days
2	(2) 0.1 – 8 hours	2 days
3	(3) 8.1 – 16 hours	1 day

4

5 **V. Bereavement Leave**

6 An employee shall be granted not more than three (3) days leave of
7 absence with full pay in the event of death in the immediate family of the
8 employee to make household adjustments or to attend funeral services. If such
9 funeral is beyond three-hundred-fifty (350) miles, the employee may be granted
10 up to three (3) additional days with pay at the discretion of his or her supervisor
11 for travel and personal considerations. For purposes of Bereavement Leave, an
12 employee's immediate family shall be defined as spouse, parents, step-parents,
13 children, step-children, brother, sister, step-brother, step-sister, grandparents,
14 grandchildren, father-in-law, mother-in-law, sister-in-law, or brother-in-law
15 member of the Employee's immediate household. For the purpose of this section,
16 an Employee is entitled to receive the same bereavement leave for his/her
17 domestic partner and family, as designated in an Affidavit of Domestic
18 Partnership submitted to Employee Benefits, as for a spouse. In relationships
19 other than those set forth above, under exceptional circumstances, such leave of
20 absence may be granted by the County Chair or his or her designee(s) upon
21 request.

22 **VI. Disability Insurance**

23 Any employee covered by this Agreement may participate in the short
24 term disability insurance program consistent with carrier contract(s), the monthly
25 premium to be paid individually through payroll deduction.

26 All bargaining unit employees will be covered by the County-paid short
27 term disability insurance program, the provisions of which will be the same as
28 those provided to non-represented employees. In order to provide employees
29 covered by this agreement with Short Term Disability Insurance, the Base Hourly
30 Rate in Addendum A will be adjusted annually to pay for the coverage. Future
31 COLA adjustments shall be based on the Base Hourly Rates.

1 **VII. Long Term Disability**

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

ARTICLE 10
OTHER LEAVES

I. Leave of Absence

Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason fails to return to work at 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 is unable to return to work by reason of sickness or physical disability.

II. 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. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, he or she shall report for work.

III. Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 9.03 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

IV. 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

1 accredited school when it is related to his or her employment. The period of such
2 leave of absence shall not exceed one (1) year, but it may be renewed or
3 extended upon the request of the employee when necessary. At the request of
4 management, the employee shall submit verification of course work taken.

5 One (1) year leaves of absence for educational purposes, including any
6 requested extension, may not be granted more than once in any three (3) year
7 period.

8 Employees may also be granted leaves of absence with or without pay for
9 educational purposes for reasonable lengths of time to attend conferences,
10 seminars, briefing sessions, or other functions of a similar nature that are
11 intended to improve or upgrade the individual's skill or professional ability,
12 provided it does not interfere with the operation of the County.

13 **V. Military Leave**

14 Employees who have served with the County for six (6) months or more
15 immediately preceding an application for military leave and who are members of
16 the National Guard or any reserve components of the Armed Forces of the
17 United States are entitled to a leave of absence with pay from their duties for a
18 period not exceeding fifteen (15) calendar days or eleven (11) work days in any
19 calendar year. Employees will be granted a leave of absence without pay for any
20 additional time needed for the purpose of discharging their obligation of annual
21 active duty for training in the military reserve or National Guard.

22 **VI. Reimbursement**

23 The County will reimburse an employee for the cost of tuition for any
24 course of study, including state-required classes to maintain or upgrade licenses,
25 taken on the employee's own time which, in the County's judgment, is related to
26 the employee's position and will result in improved performance, subject to the
27 County's budgetary limitations and priorities. Employees shall apply for approval
28 of the request for reimbursement at least five (5) days prior to the proposed
29 enrollment. If approved prior to enrollment, the County will make reimbursement
30 within thirty (30) days after proof of satisfactory completion of the course. In
31 addition, the County may advance the cost of tuition and incidental expenses if,

1 in the county's judgment, such advance is consistent with County financial and
2 operational needs and priorities, and the employee signs an agreement that if he
3 or she does not satisfactorily complete the course, or if his or her County
4 employment terminates before completion of the course, the County will have the
5 right to deduct the amount of the advance from his or her pay or use other means
6 to collect the amount of the advance.

7 **VII. Parental Leave**

8 An employee's entitlement to parental leave shall be governed by FMLA
9 and OFLA. The employee may use his or her accrued sick leave, vacation time,
10 compensatory time, or Saved Holiday time as provided therein.

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Benefits

A. Definition and Contributions Toward Benefit Plan Premiums

1. Definitions

a. Full-Time Employees

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

b. Part-Time Employees

Employees who are regularly scheduled to work at least 20 hours but less than thirty-two (32) hours per week however, not scheduled for three (3), ten (10) hours per day.

2. Medical Benefit Plan Contribution

a. Full-Time Employees

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

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
ODS Performance Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

b. Part-Time Employees

Effective July 1, 2012 – December 31, 2012 the

County will provide the ODS Major Medical Plan at no cost to part-time employees. Part-time employees may elect to purchase one of the other medical/vision/prescription plans available through the County and part-time employee will pay the difference in cost between the County's allowance for the Major Medical Plan and the cost of the selected plan based on coverage level (single, two-party, or family). The County will provide an additional fifty dollars (\$50) monthly premium subsidy to part-time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier. Part-Time employees who elect Kaiser Medical coverage shall have July 1, 2012 – December 31, 2012 contribution rates as listed in the May 25, 2012 Memorandum of Agreement between the parties.

Effective January 1, 2013 each eligible Part-Time active enrolled employee's monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

Part-Time Employees		
Medical Plan	County Contribution	Employee Contribution
ODS Performance Plan	45%	55%
ODS Preferred Plan	56.25%	43.75%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	62%	38%
Kaiser Maintenance Medical Plan	90%	10%

3. Dental Benefit Plan Contribution

a. Each eligible Full-Time active enrolled employee's monthly contribution for the purchase of dental benefit plan coverage will be calculated as a percentage of the monthly premium by tier as follows:

1

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

2

3

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

Part-Time Employees		
Dental Plan	County Contribution	Employee Contribution
ODS Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%

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B. Health Care Cost During the Term of Agreement

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Local 701 and the County recognize the increase cost in health care to be a major concern. In an effort to collaborate together over quality health plans, design changes and increasing costs, beginning January 2013, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate to review and consider health plans, design changes and cost sharing features. The EBAT will be advisory only, and will report member recommendations to the County Chair. EBAT does not preclude the parties from entering into any Memoranda of Agreement (MOA) authorizing mutually agreed upon plan changes signed by the appropriate Multnomah County authorized representative and an authorized representative employed by the Union. The Union will be entitled to one representative member on the EBAT in addition to the presence of the assigned representative from the union as necessary from the Union. The County agrees

1 to notify the Union any time there is a proposed change in plan cost, change in
2 plan designs by any other bargaining unit or any optional changes proposed by
3 carriers that would impact plan design cost or plan designs. The County agrees
4 to meet with the Union when ever the Union requests to meet regarding
5 proposed changes in plan cost, changes in plan designs by other bargaining
6 units or changes offered by carriers that would impact plan designs. Changes in
7 plans or plan designs which are mandatory due to carrier changes, and which
8 cannot be resolved by a meeting, shall be subject to impact bargaining only.
9 Mandated coverage changes due to Federal or State laws, rules, or regulations
10 shall be presented to the Union but will be implemented by the County as
11 required by law.

12 **C. Premium Calculations**

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

21 Other than the High Cost Employer Sponsored Health Coverage
22 Excise Tax ("Excise Tax"), if a government agency or other taxing authority
23 imposes or increases a tax or other charge upon the County's Medical and/or
24 Dental benefit plan(s) or any activity of the plan(s), the County may increase the
25 appropriate premium(s) to include the new or increased tax or charge.

26 **D. Employee Contribution**

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

31

1 **E. Major Medical Plan Rebates**

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

4 **F. Opt-Out of Medical Plan Benefits**

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

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

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

17 3. **Part-Time Employees who Opt-Out**

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

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

28 **G. Successor Plans and Carriers**

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

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

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

7 **H. Premium Reimbursement for Part-Time Employees**

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

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

22 **I. Retirees**

23 Provisions governing retiree participation in County medical and
24 dental plans are in Addendum B.

25 **J. Default Enrollment**

26 1. New Full-Time employees who fail to submit a timely
27 application to Opt Out or enroll into the medical and dental benefit plans
28 described in Section A will be enrolled by default in the County's Major Medical
29 plan and ODS Dental plan, with employee only coverage. Eligible dependents of
30 such employees may be enrolled in the default plans if the employee submits
31 application requesting dependent enrollment within fifteen (15) days of when date

1 default enrollment notice is issued.

2 **2.** New Part-Time employees who fail to submit a timely
3 application to Opt Out or enroll into the medical and dental benefits plans
4 described in Section A above will be enrolled by default in the County's Major
5 Medical plan, with employee only coverage. Eligible dependents of such
6 employees may be enrolled in the default plan if the employee submits
7 application requesting dependent enrollment within fifteen (15) days of when date
8 default enrollment notice is issued.

9 **K. Eligible Dependents (Enrollment & Termination of Enrollment)**

10 **1. Spouses and domestic partners**

11 **a. Definitions**

12 **i.** A "spouse" is a person to whom the employee
13 is married under Oregon law.

14 **ii.** A "domestic partner" is a person with whom the
15 employee:

16 **(a)** Jointly shares the same permanent
17 residence for at least six (6) months immediately preceding the date of signing an
18 Affidavit of Marriage or Domestic Partnership; and intends to continue to do so
19 indefinitely, or if registered with the Multnomah County partnership registry or
20 State of Oregon Domestic Partner registry, the six (6) month waiting period is
21 waived; and

22 **(b)** Has a close personal relationship.

23 **iii.** In addition, the employee and the other person
24 must share the following characteristics:

25 **(a)** Are not legally married to anyone;

26 **(b)** Are each eighteen years of age or older;

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

29 **(d)** Were mentally competent to contract
30 when the domestic partnership began;

31 **(e)** Are each other's sole domestic partner;

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

b. Enrollment of Spouse/Domestic Partner

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

2. Children

a. Definition

"Eligible children" includes:

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

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

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

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

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

1 (a). the parent child is under age twenty-
2 three (23) at the time of the grandchild's birth, and

3 (b). both parent child and grandchild reside
4 with County employee.

5 Grandchild's eligibility for coverage ends upon the
6 parent child's twenty-third (23rd) birthday or marriage date, whichever occurs first,
7 unless the County employee has legal custody of the grandchild.

8 (vi) an eligible dependent enrolled under
9 employee's County sponsored health plan, who becomes permanently disabled
10 prior to their twenty-sixth (26th) birth date, may be eligible for continued health
11 plan coverage after reaching the usual maximum dependent age of twenty-six
12 (26). Employees with a dependent child in this situation should contact the
13 County Employee Benefits Office three (3) months prior to child's twenty-sixth
14 (26th) birth date to initiate eligibility review process.

15 **b. Enrollment of Dependent Children**

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

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

20 Health plan coverage provided to domestic partners,
21 children of domestic partners, and/or other dependents who do not meet IRS
22 Child, Qualified Child, or IRS Qualified Relative requirements is subject to
23 imputed income tax on the value of the coverage in accordance with IRS
24 regulations.

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

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

31 **a.** To protect COBRA rights, employees must notify

Employee Benefits Office of the dependent's status change within sixty (60) days of the qualifying event. Federal law shall govern COBRA eligibility for disqualified dependents.

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

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

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

e. Dependent health plan coverage ends on last day of the calendar month in which the termination event occurs, examples.

Terminating Event	Coverage End Date
Divorce	End of month divorce became final
Dissolution of Oregon State registered domestic partnership	End of month dissolution of partnership becomes final.
Dissolution of domestic partnership initiated by Affidavit or Multnomah County registry	End of month that partner moved out of shared residence
Childs reaches maximum dependent ages	End of the month that maximum age birth date occurs

L. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

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

2. Benefits coverage for terminating employees

a. Retirees

i. County-subsidized coverage

Benefits options for retirees are provided for in Addendum B.

ii. Continuation of coverage through COBRA

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

b. Other terminating employees

i. County-sponsored coverage

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

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

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

ii. Continuation of coverage through COBRA

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

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

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

b. FMLA and OFLA Leaves

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

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

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

c. Non-FMLA unpaid leaves

i. Lapsing of County-subsidized coverage

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

unpaid non-FMLA leave occurs:

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

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

ii. Continuation of Coverage through COBRA

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

iii. Benefits Coverage upon return from a leave

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

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

1 **II. Other Benefits**

2 **A. Flexible Spending Accounts**

3 **1. Medical expenses**

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

9 **2. Dependent care expenses**

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

14 **B. Life Insurance**

15 The County agrees to provide each employee covered by this
16 Agreement with term life insurance in the amount of thirty-thousand dollars
17 (\$30,000). Any increases to the County provided coverage are subject to the
18 terms of the insurance contract.

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

23 Retirees of Multnomah County who have at least fifteen (15) or
24 more years of County service will be provided with two-thousand dollars (\$2,000)
25 coverage by the County during the period of the time they receive pension
26 benefits.

27 **C. Emergency Treatment**

28 Employees will be provided with emergency treatment for
29 on-the-job injuries, at no cost to the employees, and employees as a condition of
30 receipt of emergency treatment, do agree to hold the County harmless for injuries
31 or damage sustained as a result thereof, if any. Employees further will promptly

1 sign an appropriate Workers' Compensation claim form when presented by the
2 employer.

3 **D. Disability Insurance**

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

6 **E. HRA-VEBA**

7 The County will contribute into a Health Reimbursement Account -
8 Voluntary Employee Beneficiary Association (HRA-VEBA) for each employee
9 covered by this agreement in accordance with the provisions of Addendum C.

10 HRA-VEBA is subject to annual review and adjustment July 1st of
11 any year by mutual agreement of the parties.

ARTICLE 12

PENSIONS

I. PERS

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

II. PERS “Pick-Up” and “Pick-Up” Under IRC Section 414(h)(2)

A. The County shall pay the “pick-up” of the required six percent (6%) employee contribution to PERS as provided in ORS 238.205. If for any reason the ORS 238.205 “employer pick-up” is no longer 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 the resumption of PERS pick-up in 1999, including but not limited to the terms of compensation for non-PERS members.

B. Until the County resumes pick up of PERS contributions under ORS 238.205 as provided above, to the extent allowable by law, the required employee contribution of six percent (6%) of wages to PERS is deemed to be “picked up” by the County for limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies but for other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

III. OPSRP Pick Up

The County shall “pick up” the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) “employer pick-up” no longer be legally available the County shall on the last

1 payroll period of this Agreement increase employee wages by six percent (6%)
2 and return to the limited "pick-up" provided for prior to 1999, including but not
3 limited to the terms of compensation for non-OPSRP members. Pursuant to
4 ORS 238A.335(2)(a) and (3), the parties agree and acknowledge that employee
5 compensation was reduced in order to generate the funds needed to make these
6 employee contributions to the employee accounts; the employer will file any
7 required notices with the Public Employees Retirement Board.

8 **IV. Sick Leave in Application to Final Average Salary**

9 In accordance with the terms of ORS 238.350, one-half (1/2) of the value
10 of accumulated sick leave with pay will be applied to final average salary for the
11 purpose of pension benefit determination.

ARTICLE 13
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

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

II. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Worker's 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 Worker's 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. In such event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during probation, the probationary period may be extended by written agreement of the Union, employee, and County.

III. The County shall supplement the amount of Worker's Compensation benefits received by the employee for temporary disability due to occupational injury, illness, or disease by an amount which, coupled with Worker's Compensation payments, will insure the disabled employee the equivalent of one hundred percent (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 compensable under Worker's Compensation Law as time loss on an approved claim.

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

C. To the extent not compensated by Worker's Compensation benefits, the day following the first day of occupational disability and the next

1 succeeding day shall be compensated subject to the provisions of Article 9, Sick
2 Leave.

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

10 1. If a Worker's Compensation claim is denied or if the employee
11 accepts a compromise settlement of a disputed claim, the employee's absence
12 from work shall, to the extent not compensated as Worker's Compensation time
13 loss, be paid from and charged against his or her sick leave.

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

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

20 4. The County shall continue to provide medical and dental
21 benefits for employee and dependent(s) from the first day of occupational
22 disability subject to the limitations of the Health and Welfare Article, if any, for a
23 period of one (1) year.

24 5. The County shall continue to make retirement contributions,
25 based upon the appropriate percentage of the gross dollar amount of supplement
26 benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 14
HOURS OF WORK

I. Work Day

A. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

B. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.

C. Employees on a four-(4) day per week work schedule shall work ten (10) hours per day excluding meal period.

II. Work Week

A. Regular Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with two (2) consecutive days off. Employees hired on or after July 1, 1998 for such schedules may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees hired before that date who wish to volunteer for such schedules may do so and management may permit the employee to work such a schedule. Employees with four (4) days per week ten (10) hours per day work schedules shall have 3 consecutive days off, including Saturday and Sunday; however, if operational needs of the County dictate, the County may institute a limited number of 4-10 work schedules with three (3) consecutive days off, including Saturday or Sunday off. Qualified Volunteers shall be solicited to take the 3rd day as a non-consecutive day off. If no volunteers accept the 3rd day, it shall be determined via seniority list with the least senior qualified person being assigned. In no case shall the regular workweek be for more than forty (40) hours, excluding the meal period.

B. 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 days, with two (2) designated days off.

III. Work Schedules

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting 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) workdays.

IV. Reduced Workweek

In the event that the financial budget situation of the County requires a reduced workweek for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems, which may arise. Such meeting shall be held prior to implementation of the reduced workweek.

V. Rest Periods

All employees' work schedules shall provide for a fifteen-(15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

VI. Meal Periods

All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide a half (1/2) hour paid meal period at the applicable rate to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time.

VII. Clean-Up Time

Employees occupying labor, trades, or craft positions shall be granted

adequate personal clean-up time, prior to the end of each work shift. The County shall provide the required facilities for the employee's clean up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time.

VIII. 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:

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

B. Applications

1. **Lateness:** An employee who is seven (7) minutes or less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

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

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

4. **Management and Employee Rights:** The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

IX. Time Between Shifts

There shall be a minimum of eight (8) hours between regular scheduled shifts. Employees who have completed their regular shift and are required to work an additional continuous eight (8) hours shall be granted four (4) hours of rest with pay at the straight hourly rate. The rest pay provision shall apply to the employee's first four (4) hours of their next shift and only occurs when the next

- 1 regular shift begins within twelve (12) hours of the end of the continuous work
- 2 period.

ARTICLE 15

WAGES

I. Wages and Classification Schedule

A. Wage Rates for FY 2012-2013 Effective July 1, 2012, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of one point three percent (1.3%) effective July 1, 2012.

B. Wage Rates for FY 2013-2014 Effective July 1, 2013, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2011 to the second half 2012 as reported in February 2013. The minimum percentage increase shall be no less than one percent (1%) to a maximum increase of four percent (4%).

C. Wage Rates for FY 2014-2015 Effective July 1, 2014, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2012 to the second half 2013 as reported in February 2014. The minimum percentage increase shall be no less than one percent (1%) to a maximum increase of four percent (4%).

D. Wage Rates for FY 2015-2016 Effective July 1, 2015, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2013 to the second half 2014 as reported in February 2015. The minimum percentage increase shall be no less than one percent (1%) to a maximum increase of four percent (4%).

E. Wage Rates for FY 2016-2017 Effective July 1, 2016, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the CPI-W for Portland Urban Wage Earners and Clerical Workers Index for the second half 2014 to the second half 2015 as reported in February 2016. The minimum percentage increase shall be no less than one

1 percent (1%) to a maximum increase of four percent (4%).

2 **F. Market Adjustments**

3 Effective July 1, 2014 the pay rates, will be adjusted if the County
4 rates fall below market average. Market average is defined as:

5 1. Comparables are: Washington County, Clackamas County,
6 MERC, METRO, Portland Public Schools, City of Portland and OHSU.

7 2. Comparable market rates shall be a look at HVAC Engineer
8 and Building Automation Systems Technician/Senior classifications, comparing
9 Multnomah classifications with comparables positions that are similar in duties
10 and responsibilities. HVAC Assistant rate adjustment shall be the same as
11 applies to HVAC Engineer.

12 3. Comparable pay rates shall be pay rates in effect as of July
13 1, 2014 taking into consideration delayed implementation subject to finalize wage
14 rates which are subject to such actions as contract negotiations/finalized salary
15 studies. Multnomah County pay rate for purposes of comparison shall include
16 appropriate July 1, 2014 CPI adjustment.

17 4. Market adjustment increase shall be equal to the percentage
18 that Multnomah rates are below the market average rounded to a tenth of a
19 percent. July 1, 2014 CPI increase shall be based on July 1, 2013 wage rate
20 plus any market adjustment.

21 **G. New Classifications** When any position covered by this
22 Agreement not listed on the wage schedule is established, the County may
23 designate a job classification and pay rate for the position. In the event the
24 Union does not agree that the classification and/or rate is proper, the Union shall
25 have the right to submit the issue as a grievance at Step III of the Grievance
26 Procedure.

27 **H. Work In A Higher Classification** Whenever a supervisor instructs
28 an employee to replace another employee in a higher classification and perform
29 such work for more than one (1) shift, the employee shall be paid for all such
30 work at the rate of pay assigned to the higher classified work in the appropriate
31 step, according to the promotional policy, if any.

1 **II. Pay Period**

2 The salaries and wages of employees shall be paid semi-monthly on the
3 last regular county business day of the last week of the pay period following the
4 pay period in which the pay was earned. In the event the normal payday is a
5 holiday, the preceding day shall be the payday.

6 **III. Hazardous or Obnoxious Work**

7 **A.** Employees performing hazardous or obnoxious work, not a part of
8 their normal duties, shall be paid a premium of one dollar (\$1.00) per hour in
9 addition to their regular rate of pay for all hours during which they are required to
10 perform this type of work. This pay shall be in addition to any other rate that may
11 apply to the job. The job classification to which this provision shall apply shall be
12 mutually agreed upon by the Union and the County. If the parties cannot agree,
13 the matter shall be submitted as a grievance at Step III of the grievance
14 procedure.

15 **B.** When workers are performing work on a structure at or above the
16 ninety (90) foot level, where scaffolding or special safety devices are used, the
17 wage rate for such work shall be double the straight time hourly rate. When such
18 work is performed on an overtime basis or on a holiday, the rate of pay shall be
19 triple the straight time hourly rate.

20 **IV. Reporting Time**

21 Any employee who is scheduled to report for work and who presents
22 himself for work as scheduled, but where work is not available for him or her,
23 shall be excused from duty and paid at his or her regular rate for a day's work

24 **V. Call-In Time**

25 Any employee called to work outside his or her regular shift shall be paid
26 for a minimum of four (4) hours at the rate of time and one-half (1.5) except that
27 an employee called to work within two (2) hours of the commencement of his or
28 her scheduled shift shall be paid at the rate of one and one-half (1.5) times the
29 employee's regular straight time rate only for the period elapsed from the
30 commencement of the call-out to the commencement of the shift. It is the
31 understanding of the parties that the four-hour period for a Call-In commences

1 with the acceptance of the call-in assignment and ends four (4) hours later.
2 Employees will only be called out and remain working for bona fide urgent and
3 immediate operational needs. Call in time will not be used for assigning
4 (stacking) routine work. The employer may also assign an employee who may
5 be subject to call-out a County vehicle, which the employee shall use solely for
6 performing County business and for commuting to and from work. The
7 assignment of the vehicle shall be voluntary, except that it may be made
8 mandatory in the event of an emergency or if the public health or safety may be
9 in jeopardy. The vehicle assignment may be rescinded at the employer's
10 discretion. If such assignment is made, the employee shall not be charged for
11 such vehicle.

12 **VI. Off Duty Work from Home Including Work Telephone Calls**

13 Any employee who is required to perform work or called by the County at
14 home or a location other than their job site for work related business during off-
15 duty hours, and is not required to report to a work site, shall be compensated a
16 minimum of one (1) hour pay or the length of the call which ever is greater, plus
17 any applicable shift differential, at the appropriate rate of pay. Multiple calls less
18 than twenty (20) minutes between the end of the first and beginning of the
19 second (or more) calls will be considered one (1) call. This provision does not
20 apply to work scheduling or work site directions. The County shall provide
21 required computers for employees who repair or maintain County automated
22 systems from home.

23 **VII. On-Call Duty**

24 **A.** Voluntary. Facilities Management may use a voluntary on-call duty
25 pool to provide a method of rotating access to emergency call-out generated
26 overtime. All employees who volunteer shall be allowed to take their assigned
27 County vehicles home. Employees whose residences are more than twenty-five
28 (25) miles from his/her permanent reporting place may not be eligible to
29 volunteer for this pool. An employee in the pool shall be designated as the
30 primary responders and shall take all Call Outs. If call volume demands it,
31 another employee from the pool may be called out. The designated primary

1 responder who declines a call may be removed from the volunteer pool and
2 shall lose the ability to take a County vehicle home. With permission of
3 management, the employee may be reinstated to the volunteer pool. If called in
4 to work, the volunteer employee must respond to the call and will be paid as
5 described in Section 5. The assignment of On-Call status will be distributed
6 equally among qualified employees who volunteer for the assignment. HVAC
7 Assistant will not be eligible for on-call duty. The division may terminate a
8 Voluntary On-Call Duty pool by providing ten (10) days notice to the affected
9 employees. Employees may withdraw from the voluntary pool with ten (10) days
10 notice to management. Employees shall be paid one (1) hour of pay at the
11 regular straight time rate for each eight (8) hours of assigned on-call duty.
12 Throughout the week increments of on-call duty of less than eight (8) hours shall
13 be accumulated and claimed on the Friday timesheet, rounding up to a full hour
14 of on-call duty pay for the sum of any increments of on-call duty time that do not
15 add up to a full eight (8) hours. On call duty time shall not be counted as time
16 worked in the computation of overtime hours.

17 **B.** Employees in On-Call status must respond to the initial contact
18 within one-half (1/2) hour. If the employee's presence at the work site is
19 required, the employee must be able to report for work within one (1) hour of his
20 or her response to the initial contact. Employees in On-Call status shall be
21 available for call-in work assignments outside of his/her working hours, but not
22 subject to restrictions which would prevent the employee from using the on-call
23 effectively for the employee's own purposes. While in On-Call status, employees
24 are required to remain fit for call-in during non-work time, keep their assigned
25 telecommunications equipment in operation and comply with any call-in
26 assignment. An employee in On-Call status will be assigned a specialized
27 County vehicle that shall be used solely for performing County business and
28 commuting to and from work.

29 **C.** Employees who are assigned a County vehicle under Section 8
30 (a) may be dispatched to their home by Management from their last work
31 assignment. Such employees will be released from duty at their designated shift

1 termination. The final 15 minutes of the shift are designated as Clean-Up Time
2 per Article 14, Section 7.

3 **VIII. Overtime**

4 Time and one-half (1-1/2) the employee's regular hourly rate of pay shall
5 be paid for work under any of the following conditions, but compensation shall
6 not be paid twice for the same hours.

7 **A. When scheduled to work five (5) days a week:**

8 1. All authorized work performed in excess of eight (8) hours in
9 any work day.

10 2. All authorized work performed in excess of forty (40) hours in
11 any work week.

12 3. All work performed on employee's sixth (6th) day shall be
13 paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at
14 double-time rate, provided the employee has worked such overtime on the sixth
15 (6th) day as was offered to him or her for that day.

16 **B. When scheduled to work four (4) days a week:**

17 1. All authorized work performed in excess of ten (10) hours in
18 any work day.

19 2. All authorized work performed in excess of forty (40) hours in
20 any work week.

21 3. All work performed on employee's fifth (5th) day shall be
22 paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh
23 (7th) days at the double-time rate, provided that the double-time rate shall be
24 paid only when the employee has worked such overtime on the fifth (5th) day as
25 was offered to him or her on that day. If an employee declines to work on the
26 fifth (5th) day, the sixth (6th) day shall be paid at the rate of time and one-half
27 (1-1/2) and the seventh (7th) day at the double-time rate.

28 4. Overtime worked shall be calculated in accordance with the
29 uniform time charging provisions of Article 14.

30 **IX. Compensatory Time**

31 Compensatory time may be accrued by agreement between the County

1 and the employee with the following limitations. Specifically, in lieu of overtime
2 pay, an employee may with supervisory approval elect to accrue compensatory
3 time equivalent to the applicable overtime rate for each hour of overtime worked
4 provided:

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

7 **B.** Accrued compensatory time off shall be used at the discretion of
8 the employee with the supervisor's consent.

9 **C.** In the event the employee terminates for any reason, accrued
10 compensatory time shall be paid to the employee or his or her heirs.

11 **X. Distribution**

12 Scheduled overtime work shall be distributed equally among qualified
13 available employees. However, employees may volunteer for overtime work.
14 There shall be no discrimination against any employee who declines to work
15 overtime. Overtime work shall be voluntary except in cases where the public
16 health, safety, and welfare may be jeopardized.

17 A record of overtime hours worked by or offered to each employee shall
18 be posted on the department bulletin board each month.

19 **XI. Mileage Pay**

20 Each employee will be assigned a permanent reporting place. Permanent
21 reporting places may be changed with ten (10) days written notice to the affected
22 employee. Whenever an employee is required to work at any location other than
23 their permanent place of reporting, they shall be paid at the IRS tax exempt
24 reimbursement rate for the use of their personal transportation from their
25 permanent reporting place to and from the temporary new location. All
26 employees shall be allowed pay from the time of reporting to their permanent
27 reporting place, and this shall end when they return to their permanent reporting
28 place.

29 **XII. Parking**

30 Whenever employees are required to use their private vehicle for work
31 assignments, he or she will be reimbursed for the cost of parking pursuant to the

1 County policy.

2 **XIII. Shift Differential**

3 In addition to the established wage rates, the County shall pay an hourly
4 premium of one dollar (\$1.00) to employees for all hours worked on shifts
5 beginning between the hours of twelve (12) noon and seven (7:00) p.m. For all
6 hours worked on shifts beginning between seven (7:00) p.m. and six (6:00) a.m.,
7 the County shall pay an hourly premium of one dollar and twenty-five cents
8 (\$1.25) to employees for each hour worked during that period. Relief shifts will
9 be paid one dollar and twenty-five cents (\$1.25) per hour for all hours worked.

10 **XIV. Certification Pay**

11 **A. Certification Pay available for HVAC Engineer and Building**
12 **Automation Systems Specialist**

13 1. **Limited Maintenance Electrician (LME) License.** A
14 differential of four percent (4%) over adjusted base pay will be paid to any HVAC
15 Engineer or Building Automation Systems Specialist who has on file a LME
16 License.

17 2. **State of Oregon Boiler/Pressure Vessel Building Service**
18 **Mechanic Class 3 Certification.** A differential of three percent (3%) over
19 adjusted base pay will be paid to any HVAC Engineer or Building Automation
20 Systems Specialist who has on file a State of Oregon Boiler/Pressure Vessel
21 Building Service Mechanic Class 3 Certification.

22 3. **State of Oregon Backflow Assembly Tester Certification.**
23 A differential of two percent (2%) over adjusted base pay will be paid to any
24 HVAC Engineer or Building Automation Systems Specialist who has on file a
25 State of Oregon Backflow Assembly Tester Certification.

26 **B. Certification Pay available for HVAC Engineer**

27 The following percentage differentials over adjusted base pay will
28 be paid to any HVAC Engineer who has on file an Advanced Direct Digital
29 Control (DDC) Competency.

30 1% for successful completion of one (1) DDC Class.

31 2% for successful completion of two (2) DDC Classes.

1 3% for successful completion of three (3) DDC Classes.

2 **C. Process for receiving Certification Pay**

3 In order for an employee to receive one or more of the certifications
4 listed above, an employee must present to their supervisor a valid credential(s)
5 and/or Supervisor written approval that an employee has met the certification
6 standard's for a certification. Certification premium will be effective upon the date
7 the supervisor received certification and/or approved certification.

ARTICLE 16
DISCIPLINARY ACTION

I. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

II. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure.

The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

III. Personnel Files

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

B. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

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

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

- 1 includes attachments.

ARTICLE 17
SETTLEMENT OF DISPUTES

I. 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 If there is a dispute or grievance, an employee and/or his or her Union steward or representative shall meet with his or her supervisor to resolve the grievance informally. This meeting shall take place within ten (10) days of the time the employee or the Union first has knowledge or should have knowledge of the alleged violation.

If the informal meeting does not resolve the grievance, the grievance shall be reduced to writing and presented to the employee's section or division head through the immediate supervisor within ten (10) days of the informal meeting.. 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 supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) days.

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 department head within fifteen (15) days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within fifteen (15) days.

Step III If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her designee(s), within fifteen (15) days after the response of the department head is due. The County Chair, or his or her designee(s), shall respond in writing to the

grievant within fifteen (15) days.

County Grievances When the County has a grievance, it may be presented in writing to the Union through the County Chair or his or her representative. 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 fifteen (15) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure by written notice to the other party. This procedure for County grievances is not exclusive, and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV If the grievance has not been answered or resolved at Step III, either party may, within fifteen (15) days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V – Arbitration After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) 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.

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

1 The arbitrator shall be requested to begin taking evidence and testimony
2 within a reasonable period after submission of the request for arbitration taking
3 into account the schedules of the parties' representatives and the arbitrator and
4 witnesses; and he or she shall be requested to issue his or her decision within
5 thirty (30) days after the conclusion of testimony and argument. The parties
6 hereby vest the arbitrator with authority to compel the attendance of witnesses on
7 behalf of either party by issuance of a subpoena, the cost of which shall be borne
8 by the party requesting the subpoena.

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

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

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

24 **II. Stewards and the Processing of Grievances**

25 **A.** Employees selected or elected by the Union as employee
26 representatives shall be known as "stewards." The names of the stewards and
27 the names of other Union representatives who may represent employees shall be
28 certified in writing to the County by the Union. Stewards may investigate and
29 process grievances during working hours without loss of pay. All efforts will be
30 made to avoid disruptions and interruptions of work.

31 **B.** Departure from the established Grievance Procedure outlined in

1 this article by any employee shall automatically nullify the Union's obligation to
2 process the grievance.

3 **C.** All references to “days” in this article refer to calendar days.

ARTICLE 18
GENERAL PROVISIONS

I. 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, political affiliation, gender identification, source of income, or familial status. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union 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.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

II. Bulletin Boards

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

III. Visits by Union Representatives

The County agrees that the Business Manager or his or her Assistant, accredited representatives of the International Union of Operating Engineers,

Local 701, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

IV. Changes in Existing Conditions

The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute as to the reasonableness of a change in existing working conditions shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

V. Rules

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

B. The County agrees to furnish each employee in the bargaining unit with a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this Agreement.

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

D. The County shall provide new employees a copy of the Agreement and rules at time of hire.

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

VI. Tool Replacement

The County agrees to replace all tools required by the employer to be furnished by employees when such tools become damaged beyond usability or are lost or stolen while on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft.

VII. Uniforms and Protective Clothing

If an employee is required to wear a uniform, protective clothing, or any type of protective device in the performance of his or her duties, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of maintaining the uniform or protective clothing or device, including initial tailoring, shall be paid by the County, in accordance with the current practice. The county will pay the cost of cleaning required protective clothing.

VIII. Seniority

A. Seniority will be determined as follows:

1. Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then
2. Total length of continuous service within the affected Department; if a tie occurs, then
3. Total length of continuous service within the County; if a tie occurs, then
4. Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 9.03; if no system exists, then score on original entrance examination.
5. Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.

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

1. Part-time work within the same classification will be counted on a pro rated hourly basis.
2. Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.
3. Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other state or federally funded programs) will not be included.
4. Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

1 **5.** Time spent on layoff will not count.

2 **C.** Seniority shall be forfeited by discharge for cause or voluntary
3 termination.

4 **D.** On May 15 of each year, the County shall furnish to the Union
5 sufficient copies of a seniority roster of all employees assigned to the
6 classifications listed in Addendum A.

7 **E.** Employees may protest their seniority designation through the
8 grievance procedure outlined in this agreement.

9 **IX. Reduction in Force**

10 Layoffs will be in accordance with Multnomah County Code 9.03 or its
11 successor and the Personnel Rules pertaining thereto.

12 **X. Contract Work**

13 **A.** Unless mutually agreed, the County will not contract out or
14 subcontract any work now performed by employees covered by this Agreement
15 when such would result in loss of employment by any bargaining unit
16 employee(s) and the County is unable to find suitable or comparable alternate
17 employment for the employee(s). However, this provision shall not apply to
18 contracting out or subcontracting work such was anticipated and considered as a
19 part of and during budget procedures.

20 **B.** If during the budget procedure contracting or subcontracting is
21 considered, the County agrees to meet with the Union to discuss the effect of
22 such action prior to the discussion of such proposals by the budget committee.

23 **C.** The County further agrees to meet with the Union, at its request, to
24 explore the alternative of work force reduction by attrition. The County also
25 agrees that, to the extent practicable, transfers shall be made to open vacancies,
26 and re-employment of employees affected by such action shall occur for as long
27 as they are so qualified in accordance with established layoff guidelines. The
28 Union agrees to assist the County in minimizing the impact on such affected
29 employees.

30 **XI. Shift Assignment**

31 Whenever there is more than one shift within the same job classification,

employees shall be granted, at their request, preference of shift including days off according to their respective seniority within the affected classification of the division; provided, however, that following original selection of shift, changes may be made only when a vacancy occurs on another shift, and further provided that the employee is qualified to perform the duties set forth in the job description for the position on the other shift.

Disputes concerning the qualifications of an employee to select a shift may be filed as a grievance in accordance with Article 17.

XII. Safety Rules

The County will furnish all safety devices necessary to comply with existing and future State and Federal Safety requirements. No employee will be disciplined for refusal to violate the Safety Codes or the Laws of the State of Oregon.

XIII. Supremacy of Contract

To the extent allowable by law, whenever a conflict arises between this Agreement and Multnomah County Code 9.03 et. seq. or its successor, this Agreement shall prevail.

XIV. Performance Evaluation Process

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

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

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

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

XV. Bus Passes

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) Employee Commute Options (ECO)

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

5 **A. Scope of Subsidy**

6 **1.** The County will provide a one hundred percent (100%)
7 subsidy for employee bus passes. However, the County may require that the
8 employee pay a percentage if the County's subsidy exceeds the IRS standard for
9 a de minimis employee benefit.

10 It will be the employee's responsibility to obtain the
11 necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be
12 available through Employee Benefits and will be included in new hire packets.

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

15 **B. Procedural Requirements**

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

1 **ARTICLE 19**

2 **SAVINGS CLAUSE AND FUNDING**

3
4 **I. Savings Clause**

5 Should any article, section, or portion thereof of this Agreement be held
6 unlawful and unenforceable by any court of competent jurisdiction, or any
7 administrative agency having jurisdiction over the subject matter, such decision
8 shall apply only to the specific article, section, or portion thereof directly specified
9 in the decision. Upon the issuance of any such decision, the parties agree
10 immediately to negotiate a substitute, if possible, for the invalidated article,
11 section, or portion thereof. All other portions of this Agreement, and the
12 Agreement as a whole, shall continue without interruption for the term hereof.

13 **II. Funding**

14 The parties recognize that revenue needed to fund the wages and benefits
15 provided by the Agreement must be approved annually by established budget
16 procedures. All such wages and benefits are, therefore, contingent upon sources
17 of revenue and annual budget approval. The County has no intention of cutting
18 the wages and benefits specified in this Agreement because of budgetary
19 limitations, but cannot and does not guarantee any level of employment in the
20 bargaining unit covered by this Agreement. The County agrees to include in its
21 annual budget request amounts sufficient to fund the wages and benefits
22 provided by this Agreement, but makes no guarantee as to the passage of such
23 budget request pursuant to established budget procedures. This Section 2 and
24 County action hereunder shall not be subject to the Resolution of Disputes
25 Procedures hereinbefore set out.

ARTICLE 20
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 rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, or its successor. The County and the Union 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 Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 21
TERMINATION

This Agreement shall be effective as of the 1st day of July, 2012 and shall remain in full force and effect through the 30th day of June, 2017, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2017, and March 1, 2017 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

Article 11 – Health and Welfare shall reopen in 2013. Any modifications will be effective with plan year beginning January 1, 2014. Bargaining will commence no later than February 1, 2013.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, 2012.

FOR THE UNION:

Nelda Wilson, Business Manager
Fin. Secy IUOE Local 701, AFL-CIO

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS:

Jeff Cogen, County Chair

Deborah Kafoury,
Commissioner, District 1

Loretta Smith,
Commissioner, District 2

Judy Shiprack,
Commissioner, District 3

Diane McKeel,
Commissioner, District 4

REVIEWED:
Jenny Morf, County Attorney
For Multnomah County, Oregon

By: Kathy Short
Assistant County Attorney

NEGOTIATED BY:

By: Jim Younger, HR Manager

ADDENDUM A
WAGES AND CLASSIFICATIONS
OPERATING ENGINEERS

Effective July 1, 2012

I. Compensation

CLASSIFICATION	Base Hourly Rate	Adjusted Base Hourly Rate*
HVAC Assistant	\$20.19	\$20.17
HVAC Engineer	\$28.10	\$28.08
Building Automation Systems Specialist	\$32.49	\$32.46

* Adjusted base hourly rate per Article 9, Section VI.

1 **II. Distinguishing Characteristics**

2 Below are the distinguishing characteristics of the three classifications
3 covered by the Operating Engineers, Local 701 bargaining unit. Full/complete
4 Job Classifications are maintained by County Class/Compensation unit.

5 **HVAC Assistant: (Distinguishing Characteristics) Class Code: 6123**

6 This class is distinguished from the HVAC Engineer by the performance of
7 the more routine tasks and duties normally assigned to Engineers (including
8 installing and removing HVAC filters, clearing blocked wastewater drain lines and
9 cleaning mechanical rooms) or by the need for Journey-level supervision when
10 assisting with more complex HVAC Engineer duties.

11 **HVAC Engineer: (Distinguishing Characteristics) Class Code: 6121**

12 This is the full journey-level classification in this series. The class is
13 distinguished from the HVAC Assistant classification by the performance of more
14 complex tasks requiring fully qualified HVAC Engineering expertise.

15 **Building Automation Systems Specialist: (Distinguishing**
16 **Characteristics) Class Code: 6122**

17 Positions at this level are distinguished from HVAC Engineer by the
18 advanced computer, network, communication and control skills in addition to
19 extensive Engineering experience, particularly with troubleshooting HVAC
20 systems.

21 **III. Lead Assignment**

22 The County may assign an employee to serve as HVAC Engineer Lead
23 worker to perform certain limited supervisory duties including laying out the work
24 for other employees, balancing and directing the work, reviewing the work and
25 employee conduct for adherence to standards and rules, and making such
26 reports as may be required to exempt supervisory employees. Leadworkers do
27 not impose formal discipline. Assignment and selection of such Leadworker shall
28 be at the sole discretion of the County. An employee assigned as a HVAC
29 Engineer Leadworker shall be paid a premium of nine percent (9%) over his or
30 her base hourly wage rate for the duration of the assignment.

ADDENDUM B
COMPOSITE VERSION OF MULTNOMAH COUNTY
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY
(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY
ORDINANCES NOS. 629 & 670)

I. Retiree Medical Insurance

A. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

B. 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. 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 are members.

D. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division), in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

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

1. 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

1 the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later,
2 until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare,
3 whichever is earlier, if the retiree had:

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

6 **(b)** ten (10) year of continuous County service
7 immediately preceding retirement prior to age fifty-eight (58) years, or

8 **(c)** ten (10) years of continuous County service
9 immediately preceding retirement in the event of disability retirement.

10 **2.** The County shall pay one-half (1/2) of the monthly medical
11 insurance premium on behalf of a retiree and his or her eligible dependents from
12 the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until
13 the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever
14 is earlier, if the employee had thirty (30) years of continuous service with
15 employers who are members of the Oregon Public Employee Retirement System
16 and twenty (20) or more years of continuous County service immediately
17 preceding retirement.

18 **F.** Actual application for Medicare shall not be required for a finding
19 that a retiree is "eligible for Medicare" under Subsection e of this section.

20 **G.** Part-time service in a regular budgeted position shall be prorated
21 for purposes of the service requirements under Subsection e of this section. (For
22 example, twenty (20) hours per week for two (2) months would equal one (1)
23 month toward the applicable service requirement.)

24 **H.** In addition to the other requirements of this section, continued
25 medical plan participation or benefit of County contributions is conditioned on the
26 retiree's continuous participation in the members' medical insurance plan from
27 the time of retirement, and upon the retiree's timely payment of the applicable
28 retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure
29 to continuously participate or make timely and sufficient payment of the
30 applicable retiree portion of the monthly premium shall terminate the retiree's
31 rights under this section. Payments by retirees of their portion of the monthly

1 premiums under this section shall be timely if the retiree has directed PERS to
2 regularly deduct his or her portion of the monthly premium from his or her
3 pension check and remit the proceeds to the County's collection agent, or if it is
4 received by the County's collection agent each month at least thirty (30) days
5 prior to the month for which the resulting coverage will apply. The Employee
6 Services Division shall inform the retiree at the time he or she signs up for
7 continued medical insurance coverage of the identity and address of the County's
8 collection agent and shall thereafter inform the retiree of any change in collection
9 agent at least forty-five (45) days prior to the effective date of such change.

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

18 J. The parties 1998 – 2001 Agreement provided for an alternative
19 Retiree Medical Insurance benefit as follows:

20 **II. Retirees**

21 Employees who retire from the County shall be eligible to participate in the
22 County's retiree medical insurance program subject to the same terms,
23 conditions, and limitations as applied to Exempt County employees at the time
24 this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth in
25 Addendum B, attached hereto and by this reference incorporated herein.
26 However, employees hired before July 1, 1992 who retire from the County with
27 ten (10) or more years of continuous service may, in lieu of coverage under the
28 terms of the foregoing retiree insurance provisions, elect an alternate retiree
29 insurance benefit whereby the employer will pay one hundred percent (100%) of
30 the premium for the employee and his or her eligible dependents from age sixty
31 (60) or date of retirement, whichever is later, until the employee is eligible for

1 Medicare. The election to participate in this alternative program must be made in
2 writing, signed by the employee, and received by the Director of the County's
3 Employee Services Division not later than June 30, 1999. An employee who
4 elects the alternate program and who retires from the County early with ten (10)
5 or more years of continuous service may receive the employer-paid benefit
6 beginning at age sixty (60) provided the employee continuously participates in
7 the County's medical plan by timely payment of the full premium due from the
8 date of retirement until age sixty (60). After such employee reaches age
9 sixty-five (65), he or she may continue to continuously participate in the County's
10 medical plan by timely payment of the monthly premium.

11 If the union elects to require out of pocket medical contributions by payroll
12 deduction pursuant to section 3 of this Article, the employer contribution toward
13 eligible retirees' insurance shall be one hundred percent (100%) of the
14 contribution it makes for an active employee on the same plan and participation
15 level, rather than one hundred percent (100%) of the premium, for employees
16 hired prior to July 1, 1992 who timely elect the above-referenced alternative plan,
17 or fifty percent (50%) of the contribution the employer makes for an active
18 employee on the same plan and participation level, rather than fifty percent
19 (50%) of the premium, for employees on the plan set out in Addendum B.

20 The following employees elected this option and are eligible to participate
21 in this benefit:

- 22 1. Bufton, Michael
- 23 2. Forbes, Royal
- 24 3. Hale, Robert
- 25 4. Kusel, Gary
- 26 5. Morley, Harold
- 27 6. Schaffer, Jr., Ralph
- 28 7. Scogin, David
- 29 8. Wooldridge, Lee

30

ADDENDUM C

Voluntary Employee Beneficiary Association

I. Wages

The County will contribute an amount equal to three percent (3%) of each Local 701 member's hourly rate (defined as three percent (3%) of base and overtime wages) toward each member's individual HRA-VEBA account. This conversion of wages to benefits will reduce the member's hourly wage by ~~two~~ three percent (3%). The conversion of three percent (3%) of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the three percent (3%) will vary based upon numbers of hours worked and any increases in compensation to the hourly base wage, either as a step increase or subsequent COLA increase. Should a member employee work out of class outside of the bargaining unit, HRA-VEBA contributions will be suspended during the work out of class period.

Example: 7/1/2012 base wage \$28.10:

$\$28.10 \times 97\% = \27.26 (rounded) Hourly Rate after VEBA Contribution

$\$28.10 \times 3\% = + .84$ (rounded) VEBA Contribution

\$28.10 Hourly Rate

II. Vacation

The HRA-VEBA will also be funded by conversion of zero percent (0%) of the member's accrued vacation cash out upon voluntary termination of employment from Multnomah County.

Voluntary termination is identified by the following:

1

SAP TERMINATION CODES AND LEGEND

01	Voluntary – OTHER EMPLOYMENT
02	Voluntary – PERMANENT DISABILITY
03	Voluntary – RETIREMENT (Regular or Disability)
04	Voluntary – FAMILY DEMANDS-STAYING HOME
05	Voluntary – INSUFFICIENT PAY
06	Voluntary – ISSUES WITH MANAGER
07	Voluntary – ISSUES WITH PEERS
08	Voluntary – JOB ABANDONMENT
09	Voluntary - DEATH
10	Voluntary - PERSONAL HEALTH
11	Voluntary – SCHOOL
12	Voluntary – TRANSPORTATION/COMMUTE
13	Voluntary – WORKING HOURS
14	Voluntary – OTHER VOLUNTARY RESIGNATION

2

3 Employee transfers which are the result of an intergovernmental agreement
4 between the County and another public agency are not considered voluntary
5 resignation for the purpose of this section.

6

7 **III. Annual Review**

8 The HRA-VEBA contribution process will remain in place for the term of
9 the party's current agreement with extension of the contributions subject to future
10 agreements and can be subject annually to review by mutual agreement of both
11 parties. "Annually" is defined as proposed change made by July 1 of any
12 calendar year, with proposed changes submitted to the other party no later than
13 February 1st and agreement to be reached no later than May 1st of the year in
14 which the change is to occur.

15

16 **IV.** In the event IUOE Local 701 decides to terminate the HRA-VEBA
17 agreement, then three percent (3%) will revert back to the base wage calculation.

ADDENDUM D
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDL) 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 16, Disciplinary Action.

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

B. Work Rules

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

Employees shall:

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

such containers are brought to the work place. The “work place” includes vehicles parked on County property.

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

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

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

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

Employees shall:

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

b. Not use or distribute alcohol without authorization.

3. Fitness for duty

Employees shall:

a. 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.

b. 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.

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

d. Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-

1 prescription medications, except when absent to participate in a bona fide
2 assessment and rehabilitation program while on FMLA and/or OFLA leave.

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

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

15 4. **Cooperation with Policy Administration**

16 **Employees shall:**

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

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

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

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

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

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

6 i. All drug or alcohol-related arrests, citations,
7 convictions, guilty pleas, no contest pleas or diversions which resulted from
8 conduct which occurred while he or she was on duty, on County property, or in a
9 County vehicle; or

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

14 **C. Levels of Discipline**

15 1. The level of discipline imposed on non-probationary
16 employees for violation of the Alcohol and Drug Policy Work Rules above or
17 other violations resulting from the use of alcohol or drugs will be according to the
18 provisions of Article 16, Disciplinary Action.

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

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

- 27 a. carrying firearms
28 b. work in the criminal justice system
29 c. responsibility for public safety or the safety of co-
30 workers
31 d. handling narcotics or other controlled substances

- e. handling hazardous equipment or materials
- f. influencing the behavior of minors
- g. holding a Commercial Drivers License

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

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 17, Settlement of Disputes.

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.

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

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

8 **E. Return to Work Testing**

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

13 **IV. Testing**

14 **A. Basis for Testing**

15 **1.** All employees may be tested:

16 **a.** Based on reasonable suspicion of being "under the
17 influence" of alcohol or prohibited drugs;

18 **b.** Before returning to work after testing positive for
19 being "under the influence" of alcohol or drugs;

20 **c.** As part of a program of unannounced follow-up
21 testing provided for in a Last Chance Agreement.

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

25 **3.** Consistent with Federal law, employees in safety sensitive
26 positions, including but not limited to, holders of Commercial Drivers Licenses
27 (CDLs) and Bridge Operators, shall be subject to the testing requirements of
28 federal law, in addition to the requirements herein which apply to all employees.
29 For example, unlike other employees, employees in safety sensitive positions_will
30 be subject to legally required random testing and testing following certain kinds of
31 accidents.

B. Establishing Reasonable Suspicion

1. Definition

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

2. Supervisory training

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

3. Lead Workers

Lead workers who oversee day-to-day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description as well as to those who receive premium pay under Addendum A, Wages and Classification.

4. Additional precautions

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

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

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

specification of the grounds for reasonable suspicion; and

c. Except in field or shift circumstances which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another supervisor or managerial person regarding the grounds for the suspicion.

C. Testing Methodology

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

1. Drug Testing

a. Drug tests are conducted using urine specimens. In accordance with CDL standards, the County will contract with a medical doctor trained in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the MRO will attempt to contact employees to review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on 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.

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

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

ii. **Appeals.** If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing, within five (5) days of receipt of test results, that the original sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will

1 be deemed final and binding and not subject to any further test. Failure to make
2 a timely written request for a retest shall be deemed acceptance of the test
3 results. If an employee requests a retest, any disciplinary action shall be stayed
4 pending the results of the re-testing.

5 **2. Alcohol Testing**

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

12 b. Alcohol confirmation tests are considered final, they
13 may not be appealed.

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

17 **V. Definitions**

18 **A. Alcohol:**

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

21 **B. Controlled Substance:**

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

27 **C. County:**

28 Multnomah County, Oregon.

29 **D. Drug Paraphernalia:**

30 Drug paraphernalia means any and all equipment, products, and
31 materials of any kind, as more particularly defined in ORS 475.525(2), which are

1 or can be used in connection with the production, delivery, or use of a controlled
2 substance as that term is defined by ORS 475.005.

3 **E. Drug Test:**

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

6 **F. Drugs:**

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

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

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

18 **H. On Duty:**

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

24 **I. Prescription Medication:**

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

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

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

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

31 A licensed physician, or licensed or certified psychologist, social

1 worker, employee assistance professional, or addiction counselor with
2 knowledge of and clinical experience in the diagnosis and treatment of alcohol
3 and controlled substance-related disorders.

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

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

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

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

Sample Last Chance Agreement

LAST CHANCE AGREEMENT

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

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

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

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

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis and breath test) by the County for a period of twenty-four (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 and/or alcohol test or if a test is

LAST CHANCE AGREEMENT

1 positive, my employment will be terminated.

2
3 **5.** I agree to return to work upon successful completion of an alcohol/drug
4 rehabilitation program if my substance abuse counselor requires inpatient
5 treatment.

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

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

11
12 **8.** I realize that violation of the drug and alcohol rules and/or policies at any
13 time in the future is cause for termination.

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

17
18 **Disciplinary Action**

19 I understand that the disciplinary action imposed in the attached letter may not be
20 grieved under the grievance procedure in the Local 701 contract.

21
22 **Personal Commitment**

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

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

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

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

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

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.

INDEX

A:

Accrual, Vacation Leave	12
Addendum A, Wages and Classifications, Operating Engineers	74
Addendum B, Composite Version Of Multnomah County Exempt Employee Retiree Insurance Policy	76
Addendum C, Voluntary Employee Beneficiary Association	80
Addendum D, Drug And Alcohol Policy	82

B:

Bereavement Leave, Sick Leave	21
Bulletin Boards, General Provisions	62
Bus Passes, General Provisions	64
	68

C:

Call-In Time, Wages	51
Cause, Definition	2
Certification Pay, Wages	56
Changes In Existing Conditions, General Provisions	65
Charging, Vacation Leave	13
Clean-Up Time, Hours Of Work	46
Compensatory Time, Wages	54
Continuous Service, Definition	2
Contract Work, General Provisions	67
Contribution Toward Insurance Premiums, Health and Welfare	26

D:

Default Enrollment, Health and Welfare	31
Definitions	2
Definition, Cause	2
Definition, Continuous Service	2
Definition, Permanent Employee	2

Definition, Probationary Employee	3
Definition, Promotional Probationary Employee	3
Definition, Supervisory Employee	2
Definition, Temporary Employee	3
Disability Insurance, Health and Welfare	40
Disability Insurance, Sick Leave	22
Disciplinary Actions	58
Disciplinary Actions, Personnel Files	58
Disciplinary Actions, Right Of Permanent Non-Probationary Employees	58
Disciplinary Actions, Types Of Disciplinary Actions	58
Distribution, Wages	55
Drug And Alcohol Policy, Addendum E	82

E:

Educational Leave, Other Leaves	23
Eligible Dependents, Health and Welfare	32
Emergency Treatment, Health and Welfare	39
Employee Contribution, Health and Welfare	29
Entire Agreement	71

F:

Fitness for Duty, Sick Leave	20
Flexible Spending Accounts, Health and Welfare	39
Funding, Savings Clause And Funding	70

G:

General Provisions	64
General Provisions, Bulletin Boards	64
General Provisions, Bus Passes	68
General Provisions, Changes In Existing Conditions	65
General Provisions, Contract Work	67
General Provisions, No Discrimination	64
General Provisions, Performance Evaluation Process	68
General Provisions, Reduction In Force	67
General Provisions, Rules	65

General Provisions, Safety Rules	68
General Provisions, Seniority	66
General Provisions, Shift Assignment	67
General Provisions, Supremacy Of Contract	68
General Provisions, Tool Replacement	65
General Provisions, Uniforms And Protective Clothing	66
General Provisions, Visits By Union Representatives	64
Grievance Procedures, Settlement Of Disputes	60

H:

Hazardous or Obnoxious Work, Wages	51
Health And Welfare	26
Health and Welfare, Default Enrollment	31
Health and Welfare, Definition and Contribution Toward Insurance Premiums	26
Health and Welfare, Disability Insurance	40
Health and Welfare, Eligible Dependents	32
Health and Welfare, Emergency Treatment	39
Health and Welfare, Employee Contribution	29
Health and Welfare, Flexible Spending Accounts	39
Health and Welfare, Health Care Cost During the Term of Agreement	28
Health and Welfare, HRA-VEBA	40
Health and Welfare, Life Insurance	39
Health and Welfare, Major Medical Plan Rebates	30
Health and Welfare, Medical and Dental Insurance	26
Health and Welfare, Opt Out of Medical Plan Benefits	30
Health and Welfare, Other Benefits	39
Health and Welfare, Premium Calculations	29
Health and Welfare, Premium Reimbursement for Part-time Employees	31
Health and Welfare, Retirees	31
Health and Welfare, Successor Plans and Carriers	30
Health and Welfare, When Benefits Coverage Begins and Ends	36
Holidays	10
Holiday Pay	11
Holiday During Leave	11
Holiday Work	11

Holidays, Saved Holidays	11
Holidays, Observance	10
Hours Of Work	45
Hours Of Work, Clean-Up Time	46
Hours Of Work, Meal Periods	46
Hours Of Work, Reduced Work Week	46
Hours Of Work, Rest Periods	46
Hours of Work, Time Between Shifts	47
Hours Of Work, Uniform Time Charging Provisions	47
Hours Of Work, Work Day	45
Hours Of Work, Work Week	45
Hours Of Work, Work Schedules	46
HRA-VEBA, Health and Welfare	40
 <u>I:</u>	
Incentive Conversion, Sick Leave	20
 <u>J:</u>	
Jury Duty, Other Leaves	23
 <u>L:</u>	
Last Chance Agreement	93
Lead Assignment, Addendum A	75
Leave of Absence, Other Leaves	23
Life Insurance, Health and Welfare	39
Long Term Disability, Sick Leave	22
 <u>M:</u>	
Major Medical Plan Rebates, Health and Welfare	30
Management Rights	6
Meal Periods, Hours Of Work	46
Medical and Dental Insurance, Health and Welfare	26
Mileage Pay, Wages	55
Military Leave, Other Leaves	24

N:

No Discrimination, General Provisions	64
No Strike	9

O:

Off Duty Work from Home Including Work Telephone Calls, Wages	52
On-Call Duty, Wages	52
Opt Out of Medical Plan Benefits, Health and Welfare	30
Other Benefits, Health and Welfare	39
Other Leaves	23
Other Leaves, Leave Of Absence	23
Other Leaves, Educational	23
Other Leaves, Jury Duty	23
Other Leaves, Military Leave	24
Other Leaves, Parental	25
Other Leaves, Reimbursement	24
Other Leaves, Union Business	23
Overtime, Wages	54

P:

Paid Sick Leave, Sick Leave	15
Parental Leave, Other Leaves	25
Parking, Wages	55
Pay Period, Wages	51
Payoff upon Termination or Death , Vacation Leave	13
Pensions	41
Pensions, OPSRP Pick Up	41
Pensions, PERS	41
Pensions, PERS "Pick-Up" And "Pick Up" Under IRC Section 414(H)(2)	41
Pensions, Sick Leave in Application to Final Average Salary	42
Performance Evaluation Process, General Provisions	68
Permanent Employee, Definition	2
Personnel Files, Disciplinary Actions	58
Preamble	1
Premium Calculations, Health and Welfare	29
Premium Reimbursement for Part-Time Employees, Health and Welfare	31

Probationary Employee, Definition	3
Promotional Probationary Employee, Definition	3

R:

Recognition	5
Reduced Work Week, Hours Of Work	46
Reduction In Force, General Provisions	67
Reimbursement, Other Leaves	24
Reporting Time, Wages	51
Rest Periods, Hours Of Work	46
Retirees, Health And Welfare	31
Rights Of Permanent Non-Probationary Employees, Disciplinary Actions	58
Rules, General Provisions	65

S:

Safety Rules, General Provisions	68
Saved Holidays, Holidays	11
Savings Clause And Funding	70
Seniority, General Provisions	66
Settlement Of Disputes	60
Settlement Of Disputes, Grievance Procedure	60
Settlement Of Disputes, Stewards And The Processing Of Grievances	62
Shift Assignment, General Provisions	67
Shift Differential, Wages	56
Sick Leave	15
Sick Leave, Bereavement Leave	21
Sick Leave, Disability Insurance	21
Sick Leave, Fitness for Duty	20
Sick Leave, Incentive Conversion	20
Sick Leave, Long Term Disability	22
Sick Leave, Paid Sick Leave	15
Sick Leave, Use and Misuse of Leave for Sick Leave Purposes	16
Signature Page	73
Stewards and Processing of Grievances, Settlement of Disputes	62
Successor Plans and Carriers, Health and Welfare	30
Supervisory Employee, Definitions	2

Supremacy Of Contract, General Provisions	68
---	----

T:

Table of Vacation Accrual Rates, Vacation Leave	12
Temporary Employee, Definition	3
Termination	72
Time Between Shifts, Hours of Work	47
Tool Replacement, General Provisions	65

U:

Uniforms And Protective Clothing, General Provisions	66
Uniform Time Charging Provisions, Hours Of Work	46
Union Business, Other Leaves	23
Union Security And Check Off	7
Use and Misuse of Leave for Sick Leave Purposes, Sick Leave	16
Use and Scheduling of Accrued Vacation, Vacation Leave	13
Use of Accrued Vacation for Sick Leave and Other Purposes, Vacation Leave	14
Use of Accrued Vacation for Emergencies and Preventative Health Care, Vacation Leave	14

V:

Vacation Leave	12
Vacation Leave, Accrual	12
Vacation Leave, Charging	13
Vacation Leave, Payoff Upon Termination or Death	13
Vacation Leave, Table of Vacation Accrual Rates	12
Vacation Leave, Use and Scheduling of Accrued Vacation	13
Vacation Leave, Use of Accrued Vacation for Sick Leave and Other Purposes	14
Vacation Leave, Use of Accrued Vacation for Emergencies and Preventative Health Care	14
Visits By Union Representatives, General Provisions	64

W:

Wages	49
Wages, Call-In Time	51
Wages, Certification Pay	56
Wages, Compensatory Time	54
Wages, Distribution	55
Wages, Hazardous or Obnoxious Work	51
Wages, Mileage Pay	55
Wages, Parking	55
Wages, Off Duty Work from Home Including Work Telephone Calls	52
Wages, On-Call Duty	52
Wages, Shift Differential	56
Wages, Overtime	54
Wages, Pay Period	51
Wages, Reporting Time	51
Wages, Wages and Classification Schedule	49
Wages And Classifications, Operating Engineers, Addendum A	74
Wages And Classification Schedule, Wages	49
When Benefits Coverages Begins and Ends, Health and Welfare	36
Work Day, Hours Of Work	45
Work Week, Hours Of Work	45
Work Schedules, Hours Of Work	46
Workers Compensation And Supplemental Benefits	43