



2013-2015

Agreement

Between

Multnomah County, Oregon

And

Multnomah County Employees Union

Local 88, AFSCME, AFL-CIO

(Juvenile Custody Services Specialists Unit)



2013-2015
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
Multnomah County Employees Union
Local 88, AFSCME, AFL-CIO
(Juvenile Custody Services Specialists Unit)



LABOR RELATIONS
501 SE Hawthorne, Blvd., Suite 300
Portland, OR 97214

(503) 988-5135
FAX (503) 988-3009

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	- 1 -
ARTICLE 2 DEFINITIONS.....	- 2 -
I. Full-time Employee	- 2 -
II. FTE, or Full-time Equivalency	- 2 -
III. Part-time Employee	- 2 -
IV. Regular Employee	- 2 -
V. Probationary Employee.....	- 2 -
VI. Promotional Probationary Employee	- 3 -
VII. Regular Employee	- 3 -
VIII. Temporary Employee.....	- 3 -
IX. On-Call Employee.....	- 4 -
X. Limited Duration Employee	- 5 -
XI. Supervisor	- 6 -
ARTICLE 3 RECOGNITION	- 7 -
I. Definition of Unit	- 7 -
II. Temporary Employees and Temporary List	- 7 -
III. Certification of Union Officers	- 7 -
IV. Certification of County Designee.....	- 7 -
ARTICLE 4 MANAGEMENT RIGHTS	- 8 -
ARTICLE 5 UNION SECURITY, REPRESENTATION AND BUSINESS.....	- 9 -
I. Rights of Bargaining Unit Employees.....	- 9 -
II. Union Security and Check-off	- 9 -
A. Deduction of Union Dues and Fair Share Service Fees.....	- 9 -
B. People Committee Deductions	- 11 -
C. Defense and Indemnification of the County	- 11 -
III. Union Representation	- 11 -
A. Contract Negotiations.....	- 11 -
B. Employee Relations Committee Meetings	- 11 -
C. Grievances and Contract Administration	- 12 -
D. Communication with Bargaining Unit Members	- 12 -

E.	Union Business	- 13 -
F.	Union Business Leave – Employment Status	- 16 -
G.	Visits by Union Representatives	- 16 -
ARTICLE 6 NO STRIKE OR LOCKOUT		- 17 -
I.	No Strike	- 17 -
II.	Crossing of Picket Lines	- 17 -
III.	Employee Disciplinary Action	- 17 -
IV.	No Lockout	- 17 -
V.	Informational Picketing	- 18 -
ARTICLE 7 HOLIDAYS		- 19 -
I.	Holidays	- 19 -
A.	Recognized and Observed Holidays	- 19 -
B.	Hours of Paid Leave on Observed Holidays	- 19 -
C.	Saved Holidays	- 20 -
II.	Holiday Observance	- 21 -
A.	Full-time Employees Working Five Consecutive Work Days per Week	- 21 -
B.	Full-time Employees Working Four Consecutive Work Days per Week	- 21 -
C.	Part-time Employees, and Full-time Employees Not on a Four Consecutive Day or Five Consecutive Day Work Week	- 21 -
III.	Holiday Pay	- 21 -
IV.	Holiday During Leave	- 22 -
ARTICLE 8 VACATION LEAVE		- 23 -
I.	Accrual	- 23 -
II.	Table of Vacation Accrual Rates	- 23 -
III.	Charging	- 24 -
IV.	Payoff Upon Termination or Death	- 24 -
V.	Use and Scheduling of Accrued Vacation	- 24 -
VI.	Use of Accrued Vacation for Sick Leave and Other Purposes	- 24 -
VII.	Conversion of Sick Leave	- 24 -
ARTICLE 9 SICK LEAVE, FITNESS FOR DUTY, AND DISABILITY INSURANCE		- 26 -
I.	Paid Sick Leave	- 26 -
A.	Definition and Allowable Use	- 26 -
B.	Accrual	- 27 -
C.	Reporting of Sick Leave	- 27 -

D.	Use of Sick Leave During Leave	- 27 -
E.	Time Charging for Sick Leave	- 27 -
F.	Saved Holiday Bonus for Limited Use of Sick Leave	- 27 -
II.	Use and Misuse of Leave for Sick Leave Purposes	- 28 -
A.	Counting Against FMLA, OFLA Entitlements	- 28 -
B.	Legitimate Use	- 28 -
C.	Sequencing of Leaves	- 30 -
D.	Limitations on the Use of Leave Without Pay in Lieu of Sick Leave	- 30 -
III.	Fitness for Duty	- 31 -
IV.	Disability Insurance and Catastrophic Leave	- 31 -
A.	Disability Insurance	- 31 -
B.	Catastrophic Leave Program	- 32 -
ARTICLE 10 OTHER LEAVES		- 33 -
I.	Unpaid Leaves of Absence	- 33 -
A.	Use of Leave	- 33 -
B.	Failure to Return from Leave	- 33 -
II.	Judicial Leave	- 33 -
A.	Jury Duty	- 33 -
B.	Subpoenas	- 34 -
C.	Merit System Council Hearings	- 34 -
III.	Military Leave	- 34 -
IV.	Bereavement Leave	- 34 -
V.	Personnel Examinations/Interviews	- 35 -
VI.	Inclement Weather and Natural Disasters Policy	- 35 -
ARTICLE 11 HEALTH AND WELFARE		- 36 -
I.	Medical and Dental Insurance	- 36 -
A.	Definitions and Contributions Toward Insurance Premiums	- 36 -
B.	Health Care Plan Changes During the Term of Agreement	- 38 -
C.	Premium Calculations	- 39 -
D.	Employee Contribution	- 39 -
E.	Opt-Out of Medical Plan Benefits	- 39 -
F.	Successor Plans and Carriers	- 40 -
G.	Premium Reimbursement for Part-time employees	- 40 -
H.	Retirees	- 42 -

I.	Default Enrollment.....	- 42 -
J.	Eligible Dependents	- 42 -
K.	When Benefits Coverage Begins and Ends.....	- 45 -
II.	Other Benefits.....	- 48 -
A.	Flexible Spending Accounts	- 48 -
B.	Life Insurance.....	- 48 -
C.	Emergency Treatment.....	- 49 -
D.	Disability Insurance	- 49 -
III.	Retiree Life Insurance.....	- 49 -
IV.	Health and Welfare Re-opener	- 49 -
ARTICLE 12 WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS		- 50 -
I.	Coverage	- 50 -
II.	Seniority.....	- 50 -
III.	Probationary Employees.....	- 50 -
IV.	Supplemental Benefits	- 51 -
V.	Denied Claims	- 51 -
VI.	Benefits.....	- 52 -
VII.	Borrowing of Sick Leave	- 52 -
ARTICLE 13 WORK SCHEDULES		- 53 -
I.	Posting of Work Schedules.....	- 53 -
II.	Right to Compensation for Regularly Scheduled Hours	- 53 -
III.	Work Days and Days Off	- 53 -
A.	Scheduling Requirements	- 53 -
B.	Changing Scheduled Days of Work and Days Off	- 53 -
IV.	Scheduling the Work Day	- 55 -
A.	Normal Work Day	- 55 -
B.	Breaks.....	- 55 -
C.	Meal Periods	- 56 -
V.	Flexible Work Schedules	- 57 -
A.	Exceptions to the Requirements of this Article.....	- 57 -
B.	Employee Requests for Substitution of Hours Within a Work Week	- 57 -
VI.	Uniform Time Charging Provisions.....	- 57 -
A.	Rounding Rule	- 57 -
B.	Applications.....	- 57 -

ARTICLE 14 COMPENSATION	- 59 -
I. Wage Adjustments.....	- 59 -
A. July 1, 2013.....	- 59 -
B. July 1, 2014.....	- 59 -
II. Pay Periods	- 59 -
III. Minimum Pay for Reporting to Work Outside of Regularly Scheduled Hours	- 60 -
A. Reporting After Hours/Scheduled Day Off	- 60 -
IV. Overtime.....	- 60 -
A. Time and One-Half	- 60 -
B. Double Time.....	- 60 -
C. Overtime Administration	- 60 -
V. Shift Differential	- 62 -
A. Payment of Shift Premiums	- 62 -
B. Inclusion of Shift Differentials in Wages.....	- 62 -
VI. Auto Allowance and Compensation	- 63 -
VII. Deferred Compensation Plan.....	- 63 -
VIII. Overpayments and Payments in Violation of Contract	- 63 -
A. Unauthorized Overpayments.....	- 63 -
B. Payments in Error.....	- 63 -
C. Repayment to the County.....	- 63 -
D. Repayment to the Employee	- 63 -
IX. Voluntary Standby Pay	- 64 -
X. Premium Pay and Computation	- 64 -
XI. Waiver of State Overtime Requirements.....	- 64 -
XII. Bilingual Pay.....	- 64 -
XIII. Intake Pay.....	- 64 -
XIV. Training Pay	- 64 -
ARTICLE 15 CLASSIFICATIONS AND PAY RANGES	- 66 -
I. Wage Schedule	- 66 -
II. Step Placement and Seniority Dates.....	- 66 -
A. New Employees and Rehires	- 66 -
B. Step Increases	- 66 -
C. Promotion.....	- 66 -

D.	Reinstatement	- 67 -
III.	Temporary Work in a Higher Classification	- 68 -
A.	Work Out of Class	- 68 -
B.	Temporary Appointments	- 69 -
ARTICLE 16 PENSIONS		- 70 -
I.	PERS Membership	- 70 -
II.	Sick Leave in Application to Final Average Salary (PERS).....	- 70 -
III.	PERS Pick-up	- 70 -
IV.	OPSRP Employer Contribution	- 70 -
V.	Retiree Medical Insurance	- 71 -
A.	Definitions	- 71 -
B.	Right to Participate	- 71 -
C.	Choice of Plan.....	- 71 -
D.	Retiree Responsibilities	- 71 -
E.	Eligibility for County Payment of One Half of Premium	- 71 -
F.	Eligibility for Medicare	- 72 -
G.	Part-time Prorating	- 72 -
H.	Requirement to Continuously Participate.....	- 72 -
I.	State and Federal Tax Offset	- 73 -
ARTICLE 17 DISCIPLINARY ACTION		- 74 -
I.	Forms of Discipline for Cause and Notice Requirements	- 74 -
II.	Definition of Cause	- 74 -
III.	Appeal Rights	- 74 -
A.	Written Reprimand	- 74 -
B.	Reduction in Pay, Demotion, Suspension, or Dismissal.....	- 74 -
C.	Other	- 74 -
IV.	Manner of Accomplishing Reprimands.....	- 75 -
V.	No Abridgement of Rights	- 75 -
ARTICLE 18 SETTLEMENT OF DISPUTES		- 76 -
I.	Purpose	- 76 -
II.	Filing a Grievance	- 76 -
III.	The Steps of the Grievance Procedure	- 77 -
A.	Step 1. The Immediate Supervisor	- 77 -
B.	Step 2. The Department Director.....	- 78 -

C.	Step 3. Labor Relations	- 78 -
D.	Step 4. Arbitration.....	- 78 -
IV.	Representation of Employees	- 79 -
A.	The Union as Exclusive Representative	- 79 -
B.	Stewards	- 80 -
V.	Unfair Labor Practices	- 80 -
ARTICLE 19 MODIFICATION OF WORK PERFORMED BY THE BARGAINING UNIT:		
CONTRACTING, INTERGOVERNMENTAL AGREEMENTS, AND USE OF VOLUNTEERS		- 82 -
I.	Contracting	- 82 -
A.	Limitations on Contracting	- 82 -
B.	Meeting with the Union	- 82 -
C.	No Interference with Contract.....	- 82 -
II.	Intergovernmental Agreements.....	- 83 -
III.	Rights and Benefits of Employees Involved in Consolidation, Merger, and Acquisition of Positions	- 83 -
IV.	Volunteers	- 83 -
ARTICLE 20 WORKLOADS AND STANDARDS, TRAINING, AND PERFORMANCE		
EVALUATION		- 84 -
I.	Workloads and Standards.....	- 84 -
II.	Employee Development and Training	- 84 -
III.	Performance Evaluation.....	- 85 -
ARTICLE 21 SENIORITY AND LAYOFFS		- 86 -
I.	Definition of Seniority	- 86 -
II.	Computation of Seniority.....	- 86 -
A.	Seniority at contract signing	- 86 -
B.	Seniority for time served subsequent to contract signing	- 86 -
III.	Layoff.....	- 87 -
A.	Layoff Definition	- 87 -
B.	Layoff Rules	- 87 -
C.	Reassignment of Employees During a Layoff	- 87 -
D.	Non-Regular Employees During a Layoff	- 87 -
E.	Layoff Processing for Employees on a Leave of Absence Without Pay	- 88 -
IV.	Bumping	- 88 -
A.	Bumping Definition	- 88 -

B.	The Bumping Process	- 88 -
V.	Notice and Recall List	- 89 -
VI.	Recall	- 90 -
VII.	Seniority Application	- 90 -
VIII.	Posting Process.....	- 91 -
A.	Seniority List Posting.....	- 91 -
B.	Seniority List Appeal Process: Errors on new lists.....	- 91 -
IX.	Seniority of and Bumping by Exempt Employees.....	- 91 -
X.	Special Provisions to Save Employees From Layoff	- 91 -
ARTICLE 22 SHIFT AND WORK ASSIGNMENT.....		- 92 -
I.	Vacancy Defined.....	- 92 -
II.	Temporary Assignments	- 92 -
III.	Permanent Assignments.....	- 92 -
A.	Biennial Signup	- 92 -
B.	Selection	- 93 -
C.	Vacancies Following the Biennial Signup	- 93 -
D.	Pod Closure	- 93 -
IV.	Change of Work Scheduling/Shift System and Signup.....	- 93 -
ARTICLE 23 PERSONNEL RULES AND RECORDS		- 95 -
I.	Personnel Rules	- 95 -
II.	Personnel Records and Information.....	- 95 -
A.	Definition	- 95 -
B.	Access to Personnel File Materials.....	- 95 -
C.	Removal of File Materials	- 95 -
ARTICLE 24 GENERAL PROVISIONS		- 97 -
I.	No Discrimination.....	- 97 -
A.	Contractually Prohibited Discrimination	- 97 -
B.	Legally Prohibited Discrimination and County Complaint Procedure	- 97 -
II.	No Prejudicial Harassment.....	- 97 -
A.	Prejudicial Acts Prohibited.....	- 97 -
B.	Sexual Harassment Prohibited	- 97 -
III.	Rules	- 98 -
IV.	Changes in Existing Conditions	- 98 -
V.	Uniforms and Protective Clothing.....	- 99 -

VI.	Loss of Personal Property.....	- 99 -
A.	Procedure for Advancing Claims	- 99 -
B.	Exclusion of Personal Vehicles.....	- 99 -
ARTICLE 25 SAVINGS CLAUSE AND FUNDING		- 100 -
I.	Savings Clause.....	- 100 -
II.	Funding.....	- 100 -
ARTICLE 26 ENTIRE AGREEMENT		- 101 -
ARTICLE 27 TERMINATION.....		- 102 -
SIGNATURE PAGE.....		- 103 -
ADDENDUM A CLASSIFICATION INCLUDED IN THE BARGAINING UNIT WITH PAY RANGE ..		- 104 -
	Table I Juvenile Custody Services Specialist Contract 07/01/2013 rates	- 104 -
ADDENDUM B LEAD WORKER ASSIGNMENT AND PAY		- 105 -
I.	Duties Defined	- 105 -
II.	Assignment, Selection, Modification, and Termination	- 105 -
III.	Pay Rate.....	- 106 -
IV.	Filling of Temporary Vacancies: Lead Worker and Community Justice Manager	- 106 -
ADDENDUM C AUTO REIMBURSEMENT AND TRANSIT SUBSIDIES		- 107 -
I.	Auto Allowance	- 107 -
A.	Payment.....	- 107 -
B.	Incidental Use	- 107 -
C.	Condition of Employment Use	- 107 -
D.	Payment Rules for Alterations in Work Site	- 108 -
II.	Incidental Parking	- 108 -
III.	Bus Pass	- 108 -
A.	Statement of Purpose.....	- 108 -
B.	Scope of Subsidy	- 109 -
C.	Procedural Requirements.....	- 109 -
ADDENDUM D DRUG AND ALCOHOL POLICY		- 110 -
I.	Drug Free Workplace Act.....	- 110 -
II.	Alcohol and Drug Policy Work Rules and Discipline.....	- 110 -
A.	Conduct Warranting Discipline	- 110 -
B.	Work Rules.....	- 110 -
C.	Levels of Discipline.....	- 112 -
D.	Mandatory Assessment and Treatment.....	- 113 -

E.	Return to Work Testing	- 114 -
III.	Testing.....	- 114 -
A.	Basis for Testing	- 114 -
B.	Establishing Reasonable Suspicion.....	- 114 -
C.	Testing Methodology	- 115 -
IV.	Definitions.....	- 117 -
A.	Alcohol	- 117 -
B.	Controlled Substance	- 117 -
C.	County.....	- 117 -
D.	Drug Paraphernalia	- 117 -
E.	Drug Test	- 117 -
F.	Drugs	- 117 -
G.	Medical Review Officer (MRO)	- 117 -
H.	On Duty.....	- 117 -
I.	Prescription Medication	- 118 -
J.	Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol	- 118 -
K.	Substance Abuse Professional (SAP)	- 118 -
L.	Under the Influence of Alcohol.....	- 118 -
M.	Under the Influence of Drugs.....	- 118 -
V.	Sample Last Chance Agreement	- 118 -
	ADDENDUM E SENIORITY LISTING AS OF DATE OF CONTRACT SIGNING.....	- 121 -
	INDEX.....	- 123 -

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

MULTNOMAH COUNTY EMPLOYEES UNION

LOCAL 88, AFSCME, AFL-CIO

(Juvenile Custody Services Specialist Unit)

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and Local 88, Juvenile Custody Services Specialist Unit, of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

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

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

ARTICLE 2

DEFINITIONS

I. Full-time Employee

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

II. FTE, or Full-time Equivalency

The number of hours an employee is normally scheduled to work per week divided by forty (40). For example, the FTE for a forty (40) hour employee is 1.0; a twenty (20) hour employee is 0.5.

III. Part-time Employee

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

IV. Regular Employee

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

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

V. Probationary Employee

A regular employee shall serve one (1) year 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 regular 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

1 extended by a Memorandum of Agreement under the terms of Article 26, Entire Agreement,
2 unless the employee was absent from work for a period of six (6) months or more previous to
3 the extension. Upon successful completion of six (6) months, probationary employees shall
4 have bidding rights to shifts.

5
6 **VI. Promotional Probationary Employee**

7 A regular employee serving a six (6) month period of trial service upon promotion to
8 determine his or her suitability for continued employment in the classification to which he or
9 she was promoted, such period to begin on the date of his or her appointment to a higher
10 classification from a certified list of eligibles. During the period of promotional probation, the
11 employee shall be returned to the Juvenile Custody Service Specialists bargaining unit
12 without recourse to the grievance procedure if in the opinion of the employee's supervisor his
13 or her continued service in the classification to which he or she was promoted would not be
14 in the best interest of the County.

15
16 **VII. Regular Employee**

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

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

23 **B.** A non-probationary employee who has been transferred to the County by
24 intergovernmental agreement under ORS 236.605 through 236.640.

25
26 **VIII. Temporary Employee**

27 An employee whose appointment is uncertain due to an emergency workload,
28 absence of an employee or because of a short-term need for a skill or ability. A temporary
29 appointment may be made for a period of up to six (6) months or one-thousand and forty
30 (1040) hours within the preceding twelve (12) months. A temporary employee who has
31 already worked one-thousand and forty (1040) hours may be appointed within the same
32 twelve (12) month period to another position typically by a different Department, following a
33 break in County service lasting fifteen (15) days or longer. A temporary employee may be
34 re-appointed to a different position when an unforeseen circumstance requiring the

1 employee's services arises shortly after the termination of one (1) appointment, even when
2 the break in service is limited. Temporary employees may be terminated at any time and
3 have no appeal rights within the County.

4
5 **IX. On-Call Employee**

6 **A.** An on-call is a JCSS employee whose appointment is intermittent or irregular.
7 On-call employees shall be entitled only to the rights and benefits expressly identified in this
8 Section. Use of the term "employee" elsewhere in this Agreement specifically excludes on-
9 call employees. Rights and benefits granted to on-call employees by virtue of membership in
10 this bargaining unit will apply only to JCSS on-call assignments and are not transferrable to
11 assignments outside this bargaining unit.

12 **B.** On-call hours will be offered as equitably as practicable to all on-call staff,
13 considering operational needs and according to their listed availability. Under no
14 circumstances will an on-call employee work more than thirty-five (35) hours in a workweek.
15 On-call appointments have no time limit. On-call employees may be terminated at any time
16 and have no appeal rights within the County. If the County stops utilizing an on-call
17 employee, upon request the on-call employee will be given a written explanation of the
18 reason for no longer being utilized. The stated reason will not be subject to the grievance
19 procedure.

20 **C.** On-call employees may be directed by the County, at its sole discretion, to
21 attend mandatory training for the purposes of maintaining their status as on-call employees.
22 On-call employees may also be offered optional training opportunities by the County based
23 on availability of training slots once those opportunities have been offered to regular
24 employees. On-call employees shall not be responsible for training regular employees or
25 other on-call employees. When possible, on-call employees will not work in Intake and Main
26 Control and these posts will be offered and filled with qualified, regular employees.

27 **D.** All on-call JCSS employees hired prior to January 1, 2005 will be eligible to
28 participate in internal recruitment for regular JCSS vacancies. On-call JCSS employees hired
29 as part of a competitive process on or after January 1, 2005 will also be eligible to participate
30 in internal recruitments for regular JCSS vacancies. Nothing in this section will be construed
31 to grant on-call JCSS employees eligibility to participate in internal recruitments for positions
32 not covered by this Agreement.

33 **E.** On-call employees shall be eligible to receive shift differential according to the
34 terms and conditions of Article 14 Section V-A-1a. and 1b.

ARTICLE 2, DEFINITIONS

1 **F.** An on-call employee will be compensated at one-and-one-half (1.5) times his
2 or her regular rate of pay for hours worked on New Year's Day, Dr. King's Birthday,
3 Independence Day, Thanksgiving Day and Christmas Day.

4 **G.** Effective July 1, 2013, the base hourly rate of on-call employees covered by
5 this Agreement shall be increased by one and eight-tenths percent (1.8%). See Addendum
6 A, Table I. Effective July 1, 2014, the base hourly rate of on-call employees covered by this
7 Agreement shall be increased by two and seven-tenth's percent (2.70%), an amount equal to
8 the annual percentage increase in the Consumer Price Index for Urban Wage Earners and
9 Clerical Workers (Portland CPI-W 2nd Half, December 2012 to December 2013), with a
10 minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).
11 See Addendum A, Table II.

12 **H.** On-call employees shall be covered under the terms of Article 18 Settlement
13 of Disputes, strictly limited, however, to the enforcement of Article 2, Section IX.A – G of this
14 Agreement.

15
16 **X. *Limited Duration Employee***

17 **A.** Limited duration appointments may be made for special studies or projects of
18 uncertain or limited duration, which are subject to the continuation of a grant, contract, award
19 or special funding. Such appointments shall be for a stated period not exceeding two (2)
20 years but may expire earlier.

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

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

1 ***XI. Supervisor***

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

ARTICLE 3
RECOGNITION

I. Definition of Unit

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

II. Temporary Employees and Temporary List

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

III. Certification of Union Officers

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

IV. Certification of County Designee

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

ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department, determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, the exclusive right to determine staffing, to establish work schedules and to assign work, and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

ARTICLE 5
UNION SECURITY, REPRESENTATION
AND BUSINESS

I. Rights of Bargaining Unit Employees

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

II. Union Security and Check-off

A. Deduction of Union Dues and Fair Share Service Fees

1. Amount deducted each payroll period

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

a. Union dues

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

b. Fair share service fee

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

2. Administration and use of Fair Share Service Fees

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

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

Deduction of membership dues must be authorized in writing on the form provided by the Union. The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the County by the Union President or their designee. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Union at an address certified to the County in writing by the Union President or their designee, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

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

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

5. Appointment to excluded positions

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

6. Monthly listing of new and terminated employees

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

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

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

c. All bargaining unit members who are fair share.

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

B. People Committee Deductions

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

C. Defense and Indemnification of the County

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

III. Union Representation

A. Contract Negotiations

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

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

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

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

B. Employee Relations Committee Meetings

To promote harmonious relations and to provide internal communications, the

1 Union and the County will maintain an Employee Relations Committee consisting of no more
2 than five (5) representatives of each party. Up to four (4) of the Union's representatives will
3 be employees. The Committee will establish regular quarterly meetings during normal
4 working hours and will so schedule such meetings as far in advance as practical to avoid
5 disruptions and interruptions of work. Employees attending such meetings shall be
6 compensated at their normal rate regardless of whether they are scheduled to work during
7 the hours when the meeting occurs. The Committee shall discuss any matters pertinent to
8 maintaining good employer-employee relationships.

9 **C. Grievances and Contract Administration**

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

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

15 **1. Bulletin boards**

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

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

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

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

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

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

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

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

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

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

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

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

23 **E. Union Business**

24 **There are three (3) forms of Union Business Leave**

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

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

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

33 **a.** Any Bargaining unit member selected by the Union to
34 participate in a Union activity as defined below, shall be considered in Union Business Leave

(Union Reimbursable Time) status and shall be granted such leave not to exceed twenty (20) working days per fiscal year per member. An additional sixteen (16) working days of paid Union Reimbursable Time shall be granted upon request to any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities. Additional time may be granted by mutual agreement of the parties.

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

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

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

e. The Union will accept status as “responsible party” for purposes of attributing Workers’ Compensation liability for compensable injuries or illnesses sustained while on Union reimbursable leave time taken under this Section. If the County incurs liability arising from activities of a member engaged in Union Business during such reimbursed time, the Union further agrees to reimburse the County for losses caused by such activities, to the extent that such losses are attributable to the acts of the employee receiving continued compensation pursuant to this section. In the event of a dispute over the causation or amount of loss attributable to the actions of Union agents, the parties agree to

1 arbitrate such dispute under Article 18.III D., Step 4, unless such arbitration is inconsistent
2 with the provisions of any applicable third-party insurance indemnification agreement, or
3 unless binding arbitration might jeopardize the availability of coverage by a third-party
4 insurer. County employees participating in such activities will be allowed to do so without
5 loss of pay.
6

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

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

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

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

13 **G. Visits by Union Representatives**

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

ARTICLE 6
NO STRIKE OR LOCKOUT

I. No Strike

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

II. Crossing of Picket Lines

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

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

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

III. Employee Disciplinary Action

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

IV. No Lockout

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

1 **V. *Informational Picketing***

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

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

ARTICLE 7

HOLIDAYS

I. Holidays

A. Recognized and Observed Holidays

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

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

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

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

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

5. Memorial Day (last Monday in May)

6. Independence Day (July 4)

7. Labor Day (1st Monday in September)

8. Veterans' Day (November 11)

9. Thanksgiving Day (4th Thursday in November)

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

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

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

B. Hours of Paid Leave on Observed Holidays

The provisions of this subsection do not apply to the eight (8) hours of leave to

1 be used between Thanksgiving and New Year's, or for any religious holiday during the
2 calendar year, as detailed in "Section A" above.

3 **1. Full-time employees on a regular work schedule**

4 Employees working five (5) eight (8) hour shifts per week shall be
5 entitled to eight (8) hours of leave; employees working four (4) ten (10) hour shifts per week
6 shall be entitled to ten (10) hours of leave.

7 **2. Part-time employees**

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

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

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

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

28 **C. Saved Holidays**

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

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

ARTICLE 7, HOLIDAYS

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

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

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

II. Holiday Observance

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

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

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

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

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

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

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

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

III. Holiday Pay

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

his or her immediate supervisor on the forms so provided.

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

IV. *Holiday During Leave*

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

ARTICLE 8
VACATION LEAVE

I. Accrual

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

II. Table of Vacation Accrual Rates

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

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

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

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

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

5
6 **III. Charging**

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

9
10 **IV. Payoff Upon Termination or Death**

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

14
15 **V. Use and Scheduling of Accrued Vacation**

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

24
25 **VI. Use of Accrued Vacation for Sick Leave and Other Purposes**

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

28
29 **VII. Conversion of Sick Leave**

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

32 **B.** When an employee has accrued one hundred twenty hours (120) of sick leave
33 an employee may convert an amount equivalent to one (1) scheduled work day accrued sick
34 leave into his/her vacation bank.

1 **C.** When an employee has accrued three hundred sixty (360) hours sick leave,
2 he or she may convert an amount equivalent to three (3) scheduled work days accrued sick
3 leave into his/her vacation bank.

4 **D.** When an employee has accrued seven hundred twenty (720) hours sick
5 leave, he or she may convert an amount equivalent to four (4) scheduled work days accrued
6 sick leave into his/her vacation bank.

7 **E.** When an employee has accrued one thousand (1000) hours sick leave, he or
8 she may convert an amount equivalent to five (5) scheduled work days accrued sick leave
9 into his/her vacation bank.

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

I. Paid Sick Leave

A. Definition and Allowable Use

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

1. Specified others

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

2. Covered health conditions

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

3. Parental leave

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

4. Occupationally related conditions

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

B. Accrual

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

C. Reporting of Sick Leave

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

D. Use of Sick Leave During Leave

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

E. Time Charging for Sick Leave

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

F. Saved Holiday Bonus for Limited Use of Sick Leave

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

1. Eligible employees who work on a schedule of five (5) eight (8) hour days and use no more than eight (8) hours, (*does not include FMLA/OFLA*) of sick leave in a fiscal year will receive sixteen (16) hours of saved holiday time for use after July 15 of the following fiscal year; those who use more than eight (8) hours, but no more than sixteen (16) hours of sick leave will receive eight (8) hours of saved holiday time. For example, an eligible employee who used ten (10) hours of sick leave in the current fiscal year will receive eight (8) hours of saved holiday time for use after July 15 of the following fiscal year.

a. Eligible employees who work on a schedule of four (4) ten (10) hour days and use no more than ten (10) hours, (*does not include FMLA/OFLA*) of sick leave in a fiscal year will receive twenty (20) hours of saved holiday time for use after July 15 of the

1 following fiscal year; those who use more than ten (10) hours, but no more than twenty (20)
2 hours of sick leave will receive ten (10) hours of saved holiday time.

3 b. For example, an eligible employee on a ten (10) hour shift who
4 used twelve (12) hours of sick leave in the current fiscal year will receive ten (10) hours of
5 saved holiday time for use after July 15 of the following fiscal year.

6 2. Use of saved holiday bonus time will be governed by the provisions of
7 Article 7, "Section I.C."

8
9 **II. *Use and Misuse of Leave for Sick Leave Purposes***

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

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

15 **B. Legitimate Use**

16 1. Verification of use

17 The County may require an employee to submit written certification
18 from a physician or other acceptable verification of eligibility to receive sick leave benefit
19 under any of the following conditions:

20 a. Whenever the employee's absence exceeds three (3)
21 consecutive workdays for a given event;

22 b. Whenever the County can articulate reasonable cause to
23 believe that a misuse or abuse of sick leave has occurred, including questionable usage,
24 questionable patterns of usage or calling in sick on a previously denied day off, provided the
25 employee has been previously notified by a supervisor or Human Resources representative
26 that, due to such concerns, future verification may be required. Employees notified of such
27 reasonable cause may be required to furnish a certification for each use of sick leave for a
28 period not to exceed six (6) months following the notice.

29 c. When the employee has called in sick five (5) or more times for
30 separate events in any six (6) month period, regardless of how the time is charged, and the
31 employee has been notified by a supervisor or Human Resources representative that such
32 verification will be required for a period of up to six (6) months following the notice.

33 2. Discipline

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

3 **a. Abuse of sick leave**

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

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

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

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

14 **a)** require the employee to take continuous leave;
15 or

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

19 **c. Excessive absenteeism**

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

25 **1)** Any legal requirements, including, but not limited to
26 those of the FMLA or the ADA.

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

30 **3)** Whether there is a likelihood of improvement within a
31 reasonable period of time based on credible medical evidence.

32 **4)** The particular attendance requirements of the
33 employee's job.

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

3 **C. Sequencing of Leaves**

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

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

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

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

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

17 **b.** Leave without pay.

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

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

22 **b.** Leave without pay.

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

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

27 **1. Continuous leave**

28 In the event of a continuous leave of absence without pay in excess of
29 any legal requirement of the FMLA or OFLA, the County may require from the employee's
30 physician, and/or arrange for the employee to see a physician selected by the County to
31 examine the employee and provide a statement of the disability, current condition, and the
32 anticipated length of current absence. If the County requires the employee to see a physician
33 it has selected, it will pay the costs. If deemed necessary by the County, such an
34 examination shall be repeated every thirty (30) days. If management determines that

1 continued leave would not be in the best interest of the County, then any resulting
2 termination would be subject to review under the just cause standard as to the
3 reasonableness of this determination. Following six (6) months of leave without pay, to
4 include time spent on unpaid FMLA and/or OFLA leave, any extension of the leave shall be
5 deemed permissive on the part of the County and if the employee's leave is not extended,
6 and the employee does not return to work, the employee will be deemed to have resigned.

7 **2. Intermittent leave**

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

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

20
21 **III. Fitness for Duty**

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

27
28 **IV. Disability Insurance and Catastrophic Leave**

29 **A. Disability Insurance**

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

1 **2. Long term disability**

2 **a.** All bargaining unit employees will be covered by a County-paid
3 group long 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.

5 **b.** The County will pay for COBRA medical and dental insurance
6 coverage for a period of up to six (6) months beyond the month in which benefits would
7 normally terminate for an employee with an approved long term disability claim. However,
8 employees who "opt out" of benefits coverage under the provisions of Article 11, "Section I.
9 G." of this Agreement will not be eligible for continued County-paid coverage under this
10 subsection.

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

13 **B. Catastrophic Leave Program**

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

ARTICLE 10
OTHER LEAVES

I. Unpaid Leaves of Absence

A. Use of Leave

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

B. Failure to Return from Leave

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

II. Judicial Leave

A. Jury Duty

1. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty. If employees do not waive the jury duty fees, they must submit them to the County. (Employees do not have to submit mileage and parking reimbursements.)

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

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

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

8 **B. Subpoenas**

9 1. Time spent serving as a witness in State or Federal Court at the
10 request of the County will be treated as time worked for pay purposes under the following
11 conditions:

12 a. The time served occurs during regularly scheduled working
13 hours; and

14 b. The employee is subpoenaed to testify; and

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

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

20 **C. Merit System Council Hearings**

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

24 **III. Military Leave**

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

29 **IV. Bereavement Leave**

30 An employee shall be granted not more than three (3) days' leave of absence with full
31 pay in event of death in the immediate family or immediate household of the employee to
32 make household adjustments or to attend funeral services. If such funeral is beyond three
33 hundred fifty (350) miles, the employee may be granted up to three (3) additional days with
34 pay at the discretion of his or her supervisor for travel and personal considerations. For

1 purposes of Bereavement Leave, an employee's immediate family shall be defined as his or
2 her spouse or domestic partner, parents, step-parents, children, step-children, siblings, step-
3 siblings, grandchildren, grandparents, brothers-in-law, sisters-in-law, and the parents, step-
4 parents, siblings and step-siblings and grandparents of his or her spouse or domestic
5 partner. Immediate household shall be defined as any person residing at the employee's
6 residence on a regular basis.

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

11 12 **V. Personnel Examinations/Interviews**

13 Employees shall be given paid time off for participating in County examinations and
14 interviews for promotion, demotion, or transfer which occur during their regularly scheduled
15 shift. However, paid time off will be restricted to examinations and interviews for five (5)
16 positions per fiscal year.

17 18 **VI. Inclement Weather and Natural Disasters Policy**

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

- 24 1. Vacation leave,
- 25 2. Saved Holiday Time,
- 26 3. Compensatory time, or
- 27 4. Leave without pay.

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

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Definitions and Contributions Toward Insurance Premiums

1. Definitions

a. Full-Time Employee Definition

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

b. Part-Time Employee Definition

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

1) Three-Quarter Time Employee Definition

Employees who are regularly scheduled to work at least thirty (30) hours but less than thirty-two (32) hours per week (however, not scheduled for three (3), ten (10) hours per day) are hereinafter referred to as Three-Quarter Time employees.

2) Half-Time Employee Definition

Employees who are regularly scheduled to work at least twenty (20) hours but less than thirty (30) hours per week are hereinafter referred to as Half-Time employees.

2. Medical Insurance Contributions

a. Full-Time Employees

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

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
ODS Platinum Plan	93.25%	6.75%
Kaiser Medical Plan	95%	5%

b. Three-Quarter Time Employees

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

Three-Quarter Time Employees		
Medical Plan	County Contribution	Employees' Contribution
ODS Platinum Plan	75%	25%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	75%	25%
Kaiser Maintenance Medical Plan	90%	10%

c. Half-Time Employees

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

Half-Time Employees		
Medical Plan	County Contribution	Employees' Contribution
ODS Platinum Plan	50%	50%
ODS Major Medical Plan	100%	0%
Kaiser Medical Plan	50%	50%
Kaiser Maintenance Medical Plan	90%	10%

d. Half-Time employees who enroll in the Kaiser Medical Plan will receive an additional fifty dollar (\$50) monthly premium subsidy provided by the County.

3. Dental Insurance Contributions

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

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

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

Three-Quarter Time Employees		
Dental Plan	County Contribution	Employees' Contribution
ODS Dental Plan	75%	25%
Kaiser Dental Plan	75%	25%

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

Half-Time Employees		
Dental Plan	County Contribution	Employees' Contribution
ODS Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%

B. Health Care Plan Changes During the Term of Agreement

The Union and the County recognize the increasing costs of health care to be a major concern. In an effort to collaborate together over quality health plans, design changes and increasing costs, the County agrees to notify the Union any time there is a proposed change in plan design, change in plan designs offered to other bargaining units, or any optional changes proposed by carriers that would impact plan cost or plan designs. The County agrees to meet with the Union whenever the Union requests to meet regarding proposed changes in plan designs by other bargaining units or changes offered by carriers that would impact plan designs. Changes in plans or plan designs which are mandated by

1 carriers and which cannot be resolved by the parties shall be subject to notice and expedited
2 bargaining obligations consistent with applicable law. Changes in plans or plan designs
3 which are mandated due to Federal or State laws, rules, or regulations shall be presented to
4 the Union, but will be implemented by the County as required by law.

5 The Union and the County have shared interest in addressing increasing
6 health insurance costs. In an effort to collaborate together over quality health plans, design
7 changes and cost management, the parties agree to participate on an Employee Benefits
8 Advisory Team (EBAT) with such other County employee bargaining units as agree to
9 participate, to review and consider health plans, design changes and cost sharing features.
10 The EBAT will be advisory only, and will report member recommendations to the County
11 Chair. EBAT does not preclude the parties from entering into any Memoranda of agreement
12 (MOA) authorizing mutually agreed-upon plan changes. The Union will be entitled to one
13 representative bargaining unit member on the EBAT; in addition, all AFSCME-represented
14 bargaining units shall collectively be entitled to an AFSCME Council Representative
15 participation on the EBAT.

16 **C. Premium Calculations**

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

24 **D. Employee Contribution**

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

28 **E. Opt-Out of Medical Plan Benefits**

29 1. Employees may elect to Opt Out of coverage in the County's medical
30 benefit plan by making that election on their Benefit Enrollment form. Employees making
31 such election must provide proof of other employer sponsored group medical benefit plan
32 coverage in order to make the Opt Out election. Employees will not be eligible to change
33 their election until the County's official annual open enrollment period, unless the employee

1 experiences an IRS recognized family status change event that would allow a mid-year
2 health plan election change.

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

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

7 **3. Three-Quarter Time Employee who Opt Out**

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

11 **4. Half-Time Employees who Opt Out**

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

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

21 **F. Successor Plans and Carriers**

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

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

29 **G. Premium Reimbursement for Part-time employees**

30 **1. Reimbursement Eligibility**

31 Three-Quarter Time and Half-Time employees may be eligible for
32 premium reimbursement if they work the minimum required number of hours for each of six
33 (6) consecutive pay periods. The six (6) pay periods used for calculation are considered a
34 single qualifying block of time. The six (6) consecutive pay period block shall only be applied

to one reimbursement request. Changes to a submitted reimbursement request will be considered only if a submitted payroll period is determined to be ineligible.

2. Hours Required for Reimbursement

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

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

c. Hours required for Three-Quarter Time reimbursements and Full-Time reimbursements per pay period will be calculated according to the chart below.

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

3. Reimbursement Options

a. Full-Time Reimbursement

Three-Quarter Time employees and Half-Time employees may be eligible for Full-Time reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying hours for Full-Time reimbursements for all six (6) consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

b. Three-Quarter Time Reimbursement

Half-Time employees may be eligible for Three-Quarter Time reimbursements. To qualify, time worked in each pay period must meet the minimum qualifying hours for Three-Quarter Time reimbursements for all six (6) consecutive pay periods. Any such premium reimbursements made to the employee will be adjusted for appropriate taxes.

c. Example

1 A Half-Time employee works six (6) consecutive pay periods,
2 three (3) pay periods at Three-Quarter Time and three (3) pay periods at Full-Time (see
3 chart). The employee would be eligible to apply for a Three-Quarter reimbursement using
4 these six (6) consecutive pay periods. The employee would not be eligible to apply for a
5 Full-Time reimbursement using these six (6) consecutive pay periods.

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

8 e. Employees who elect the Major Medical Plan will not be eligible
9 for medical plan premium reimbursements.

10 f. Employees who elect to "Opt-out" and/or decline dental plan
11 enrollment will not be eligible for premium reimbursement.

12 g. Reimbursement payments will be made only upon written
13 request submitted by the employee to the Employee Benefits Office within ninety (90) days of
14 the last payroll period of eligible Full-Time or Three-Quarter Time work.

15 **H. Retirees**

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

18 **I. Default Enrollment**

19 1. New Full-Time employees who fail to submit timely application to Opt
20 Out or enroll into the medical and dental benefit plans described in Section A.2.a will be
21 enrolled by default in the County's Platinum plan and ODS Dental plan, with employee only
22 coverage. Eligible dependents of such employees may be enrolled in the default plans if the
23 employee submits application requesting dependent enrollment within fifteen (15) days of
24 receiving notice of his or her default enrollment.

25 2. New Three-Quarter-Time and Half-Time employees who fail to submit
26 a timely application to Opt Out or enroll into the medical and dental benefit plans described in
27 Section A.2.b will be enrolled by default in the County's Major Medical plan, with employee
28 only coverage. Eligible dependents of such employees may be enrolled in the default plan if
29 the employee submits application requesting dependent enrollment within fifteen (15) days of
30 receiving notice of his or her default enrollment.

31 **J. Eligible Dependents**

32 1. **Spouses and domestic partners**

33 a. **Definitions**

34 1) A "spouse" is a person to whom the employee is

married under Oregon law.

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

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

b) Has a close personal relationship.

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

i. Are not legally married to anyone;

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

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

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

v. Are each other's sole domestic partner;

vi. 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 plan as the employee.

2. Children

a. Definition

“Eligible children” includes:

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

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

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

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

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

17 **6)** an eligible dependent enrolled under employee's
18 County sponsored health plan, who becomes permanently disabled prior to their twenty-sixth
19 (26th) birth date, may be eligible for continued health plan coverage after reaching the usual
20 maximum dependent age of twenty-six (26). Employees with a dependent child in this
21 situation should contact the County Employee Benefits Office three (3) months prior to child's
22 twenty-sixth (26th) birth date to initiate eligibility review process.

23 **b. Enrollment of Dependent Children**

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

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

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

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

34 Written notice from employee upon termination of marriage or domestic

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

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. Termination of dependent health plan coverage ends on the last day of the calendar month in which the termination event occurs, examples:

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

K. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

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

1) County-subsidized coverage

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

2) Continuation of coverage through COBRA

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

b. Other terminating employees

1). County-sponsored coverage

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

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

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

2) Continuation of coverage through COBRA

Terminating employees may continue to purchase

coverage under County medical and dental benefits plans on a self-pay basis as mandated by law.

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

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

b. FMLA/OFLA Leaves

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

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

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

c. Non-FMLA unpaid leaves

1) Lapsing of County-subsidized coverage

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

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

Example: Employee A goes on non-FMLA 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. 31st day of unpaid leave is August 17th. Employee B's County sponsored health plan coverage will end September 30.

2) Continuation of Coverage through COBRA

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

3) Benefits Coverage upon return from a leave

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

b) Employees returning from unpaid non-FMLA/OFLA leave in a new plan year may enroll in different plans within thirty-one (31) days of their return. Such employees must 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.

II. Other Benefits

A. Flexible Spending Accounts

1. Medical expenses

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

2. Dependent care expenses

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

B. Life Insurance

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty thousand dollars (\$30,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their

domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

C. Emergency Treatment

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

D. Disability Insurance

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

III. Retiree Life Insurance

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

IV. Health and Welfare Re-opener

Upon ratification of this agreement, Article 11 – Health and Welfare shall be reopened for negotiations, including but not limited to plan design changes, the number of plans available, and employee cost sharing. The reopener of Article 11 will be subject to the same rules and bargaining process that pertains to full contract successor negotiations and Article 6 (No Strike-No Lockout) will be suspended as to any Article 11 dispute arising therefrom.

ARTICLE 12
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

I. Coverage

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

II. Seniority

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

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

C. If an injured employee has been released by his or her attending physician to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659A.043, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

III. Probationary Employees

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

IV. Supplemental Benefits

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

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

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

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

V. Denied Claims

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

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

C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 11, Health and Welfare, he or she will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for six (6) months or the legally mandated period, whichever is greater, provided that the employee continues to be eligible and pays the premiums as required.

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

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

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

5
6 **VI. Benefits**

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

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

14
15 **VII. Borrowing of Sick Leave**

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

ARTICLE 13

WORK SCHEDULES

I. Posting of Work Schedules

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

- A.** Such notice is voluntarily waived in writing by the employee(s); or
- B.** For the duration of an emergency.

II. Right to Compensation for Regularly Scheduled Hours

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

III. Work Days and Days Off

A. Scheduling Requirements

1. Employees working 40 hours per week

a. Employees working five (5) eight (8) hour days a week will be scheduled to work five (5) consecutive days with two (2) consecutive days off.

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

2. Employees working less than 40 hours per week

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

B. Changing Scheduled Days of Work and Days Off

1. Voluntary changes

Changes of work days and days off will be considered voluntary if they occur at the employee's request or as a result of shift bidding. During the fourteen (14) day

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

2. Shift Trading

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

a. Exchanges do not conflict with the department's operational needs;

b. Exchanges do not require involuntary scheduling changes on the part of other employees;

c. Exchanges do not make the County liable for overtime pay under the FLSA.

d. Exchanges do not make the County liable for additional shift differential pay under Article 14 (Compensation).

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

3. Involuntary changes

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

a. Employees who are scheduled to work more than five (5) days in a row without a day off will be paid at the time-and-a-half (1 ½) rate for all hours worked on the sixth (6th) and subsequent days until their next scheduled day off. Days worked immediately prior to the transition period will be included in the five (5) day requirement of this subsection.

b. No employee normally scheduled to work forty (40) hours per week shall be paid for less than eighty (80) hours in a semimonthly pay period as a result of the application of the provisions of this subsection, except that in the second (2nd) pay period in February this minimum shall be seventy (70) hours.

IV. Scheduling the Work Day

A. Normal Work Day

1. Employees working forty hours a week

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

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

2. Employees working less than forty hours a week

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

B. Breaks

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

1. During the normal work day

a. Employees working six or more hours a day

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

b. Employees working fewer than six hours a day

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

2. While working overtime

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

3. While on a continuous duty schedule

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

C. Meal Periods

1. Entitlement to a meal period

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

2. Unpaid meal periods

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

a. Length of the meal period

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

b. Scheduling

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

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

3. Paid meal periods: continuous duty schedules

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

V. Flexible Work Schedules

A. Exceptions to the Requirements of this Article

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

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

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

VI. 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

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

2. Working over

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

1 **3. Leaves**

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

4 **4. Work day**

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

ARTICLE 14
COMPENSATION

I. Wage Adjustments

A. July 1, 2013

Effective July 1, 2013, the rates and ranges of employees covered by this Agreement shall be increased by one and eight-tenths percent (1.80%). As such, the current pay rates and ranges (see the wage schedule attached to this Agreement as Addendum A, Table I) will remain in effect for this period. However, employees covered by the CBA will be eligible for step increases during this period in accordance with Article 15 (Classifications and Pay Ranges), Section II (Step Placement and Seniority Dates).

B. July 1, 2014

Effective July 1, 2014, the rates and range of employees covered by this Agreement shall be increased by two and seven-tenth's percent (2.70%), an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2nd Half, December 2012 to December 2013), with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%). (see the wage schedule attached to this Agreement as Addendum A, Table II) All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

II. Pay Periods

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

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

A. Reporting After Hours/Scheduled Day Off

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

IV. Overtime

A. Time and One-Half

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

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

B. Double Time

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

C. Overtime Administration

1. Computation of overtime - holidays and leaves
When computing overtime, paid holidays and leaves with pay taken during the work week shall be considered as time worked.
2. Equal distribution of overtime work

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

3. No discrimination

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

4. Discipline for unauthorized overtime

Employees working unauthorized overtime may be subject to discipline.

5. No suspending work to avoid overtime

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

6. Compensatory time

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

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

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

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

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

V. Shift Differential

A. Payment of Shift Premiums

1. Hours and amounts

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

a. Swing shift premium

An hourly premium of one dollar (\$1.00) to employees for all hours worked on shifts beginning between the hours of twelve (12:00) noon and six fifty-nine (6:59) p.m.; or

b. Graveyard shift premium

An hourly premium of one dollar and twenty-five cents (\$1.25) to employees for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and five fifty-nine (5:59) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6:00) a.m.; or

c. Relief shift premium

An hourly premium of one dollar and twenty-five cents (\$1.25) to employees for all hours worked in the workweek while assigned to a relief shift.

2. Definition of relief shift

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

B. Inclusion of Shift Differentials in Wages

1. Inclusion in overtime rate

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

2. Inclusion in sick and vacation pay

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

3. Shift pay disallowed for voluntary single shift change

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

VI. Auto Allowance and Compensation

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

VII. Deferred Compensation Plan

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

VIII. Overpayments and Payments in Violation of Contract

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

A. Unauthorized Overpayments

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

B. Payments in Error

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

C. Repayment to the County

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

D. Repayment to the Employee

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

IX. Voluntary Standby Pay

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

X. Premium Pay and Computation

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

XI. Waiver of State Overtime Requirements

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

XII. Bilingual Pay

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

XIII. Intake Pay

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

XIV. Training Pay

A differential of three percent (3%) over base rate will be paid to employees designated by management as trainers. The differential will be paid once even if an

- 1 employee trains in more than one area. Management reserves the right to designate
- 2 trainers, determine qualifications, and remove the designation with ten (10) days notice.

ARTICLE 15
CLASSIFICATIONS AND PAY RANGES

I. Wage Schedule

Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein, and as modified by Article 14.

II. Step Placement and Seniority Dates

A. New Employees and Rehires

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

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

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

B. Step Increases

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

C. Promotion

1. Definition

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

2. Pay adjustments upon promotion

a. The base pay of a newly promoted employee will be at least one step higher than his or her base pay in the lower classification, unless such an increase puts him or her beyond the top of the higher range. A one step increase is defined as the percentage difference between the final two (2) steps of the lower range.

b. If the employee's base pay in the lower range plus one step increase is lower than the first (1st) step in the higher range, the employee will be paid at the first (1st) step rate.

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

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

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

3. Step increase date upon promotion

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

4. Failure to complete probationary period after promotion

a. When a regular employee is promoted and does not complete the probationary period for that classification, he or she shall be reinstated to the Juvenile Custody Service Specialist Classification.

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

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

D. Reinstatement

1. Step placement upon reinstatement

1 a. If an employee is reinstated from a recall list, after voluntary
2 demotion, or after a leave of absence, the employee will be placed at the same step he or
3 she was on when he or she left the classification.

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

9 **2. Seniority dates upon reinstatement**

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

13
14 **III. Temporary Work in a Higher Classification**

15 **A. Work Out of Class**

16 **1. Definition**

17 An employee works out of class when he or she is assigned in writing
18 by a supervisor or designee to assume the major distinguishing duties of a position in a
19 higher classification and/or to replace another employee in a higher classification, and to
20 perform a majority of the principal duties of that classification.

21 **2. Compensation for work out of class**

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

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

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

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

B. Temporary Appointments

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

1. Appointment to a non-bargaining unit classification

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

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

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

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

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

e. The employee has the right to return to his or her bargaining unit position at the end of the appointment without loss of seniority; and

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

ARTICLE 16
PENSIONS

I. PERS Membership

Employees shall be eligible for participation in the Oregon Public Employees' Retirement System (PERS) and the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees' Retirement System and PERS, such Agreement having been entered into between the Public Employees' Retirement Board and Multnomah County pursuant to the provisions of ORS 238.680.

II. Sick Leave in Application to Final Average Salary (PERS)

In accordance with the terms and limitations of ORS 238.350 one half (1/2) of the accumulated unused sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

III. PERS Pick-up

The County shall "pick up" the employee contribution to PERS as permitted by ORS 238.205. Should for any reason the ORS 238.205 "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-PERS OPSRP members. Pursuant to ORS 238.205(5) and (6), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

IV. OPSRP Employer Contribution

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

1 increase employee wages by six percent (6%) and return to the limited "pick up" provided for
2 prior to September 1, 1998, including but not limited to the terms of compensation for non-
3 OPSRP members. Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and
4 acknowledge that employee compensation was reduced in order to generate the funds
5 needed to make these employee contributions to the employee accounts; the employer will
6 file any required notices with the Public Employees Retirement Board.

7
8 **V. Retiree Medical Insurance**

9 **A. Definitions**

10 For purposes of this section, a "retiree" refers to a person who retired from the
11 County on or after the execution date of this Agreement and, at the time of retirement,
12 occupied a position covered by this bargaining unit. For purposes of this section, a
13 "member" refers to an active employee(s) in a position covered by this Agreement.

14 **B. Right to Participate**

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

19 **C. Choice of Plan**

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

26 **D. Retiree Responsibilities**

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

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

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

33 **1. Payment at 58**

1 The County shall pay one-half (1/2) of the monthly medical insurance
2 premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-
3 eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth
4 (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

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

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

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

10 The County shall pay one-half (1/2) of the monthly medical insurance
11 premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth
12 (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th)
13 birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had:

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

21 b. Ten (10) years of continuous County service immediately
22 preceding retirement in the event of disability retirement.

23 **F. Eligibility for Medicare**

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

26 **G. Part-time Prorating**

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

31 **H. Requirement to Continuously Participate**

32 In addition to the other requirements of this section, continued medical plan
33 participation or benefit of County contributions is conditioned on the retiree's continuous
34 participation in the member's medical insurance plan from the time of retirement, and upon

1 the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable)
2 of the monthly premium. Failure to continuously participate or make timely and sufficient
3 payment of the applicable retiree portion of the monthly premium shall terminate the retiree's
4 rights under this section. The Central Human Resources Division shall inform the retiree at
5 the time he or she signs up for continued medical insurance coverage of the identity and
6 address of the County's collection agent and shall thereafter inform the retiree of any change
7 in collection agent at least forty-five (45) days prior to the effective date of such change.

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

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

ARTICLE 17
DISCIPLINARY ACTION

I. Forms of Discipline for Cause and Notice Requirements

Employees may, in good faith for cause, be subject to disciplinary action by oral or written reprimand, demotion, reduction in pay, suspension, dismissal, or any combination of the above; provided, however, that such action shall take effect only after the exempt supervisor gives written notice of the action and cause to the employee and mails written notice to the Union. Oral or written reprimands do not require prior written notice.

II. Definition of Cause

Cause shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or failing to fulfill responsibilities as an employee.

III. Appeal Rights

A. Written Reprimand

Any regular, non-probationary employee who is reprimanded in writing shall have the right to appeal the reprimand through Steps 1 and 2 only of the grievance procedure unless otherwise noted in Article 18.

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

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

C. Other

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

1 **IV. *Manner of Accomplishing Reprimands***

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

5

6 **V. *No Abridgement of Rights***

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

ARTICLE 18

SETTLEMENT OF DISPUTES

I. Purpose

Any grievance or dispute involving the application, meaning or interpretation of this Agreement shall be settled under the provisions of this article.

II. Filing a Grievance

A. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or the Union will attempt to resolve the issue informally.

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

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

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

1. Disciplinary grievances must be filed within fifteen (15) days after receipt of the letter imposing disciplinary action.

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

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

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

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

9 D. Grievances will be filed at Step 1 of the grievance procedure (see "Subsection
10 3" below) with the following exceptions:

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

12 2. Disciplinary grievances will be filed with the manager or supervisor
13 who imposed the discipline. If he or she is the department director, the grievance will be filed
14 at Step 2.

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

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

18 b. Grievances regarding reclassifications.

19 c. Grievances regarding changes in existing conditions per Article
20 24, General Provisions, "Section IV.C."

21 d. Grievances regarding work rules per Article 24, General
22 Provisions, "Section III.D."

23

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

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

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

30 There will be a mandatory meeting either at Step 1 or at Step 2 of the
31 grievance procedure to formally discuss the grievance. Unless an exception is agreed upon
32 by the Union and the County, the meeting will be attended by the Grievant, the manager
33 and/or supervisor designated by the County, and the steward and/or other Union

1 representative. If the grievance is a class grievance, a representative employee shall be
2 deemed the Grievant for the purposes of the mandatory meeting.

3 **B. Step 2. The Department Director**

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

9 **C. Step 3. Labor Relations**

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

15 **D. Step 4. Arbitration**

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

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

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

31 No less than five (5) days prior to the scheduled arbitration, the Union and the
32 County shall submit to the designated arbitrator a signed stipulation of the issue before the
33 arbitrator. In the event they are unable to stipulate the issue in dispute, each party shall, not

1 later than four (4) days prior to the scheduled arbitration, submit to the arbitrator and the
2 other party a signed statement of the issue that party asserts is in dispute.

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

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

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

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

22 23 ***IV. Representation of Employees***

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

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

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

30 3. An employee may file a grievance through Step 3 of the grievance
31 procedure without the assistance of the Union; however, departure from the grievance
32 procedure described herein shall automatically nullify the Union's obligation to process the
33 grievance. Also, whether or not the employee seeks Union assistance, the Union must be

1 given the opportunity to be present when a settlement offer is made, and any settlement
2 must be consistent with the terms of this Agreement.

3 **B. Stewards**

4 **1. Definition and designation**

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

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

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

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

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

21 **3. Chief Steward**

22 A chief steward shall be assigned by the Union for Juvenile Custody
23 Services Specialists working in the Juvenile Services Division . When there is no steward
24 assigned to the Grievant's work area, the regular steward is unavailable, or by mutual
25 agreement between the Union and the Division, the assigned chief steward may process a
26 grievance in accordance with "Section IV.B" above. When a chief steward is unavailable or
27 by mutual agreement between the Union and the Division, the Union may designate a Union
28 officer to act as chief steward.

29
30 **V. Unfair Labor Practices**

31 If the County or the Union intends to file an unfair labor practice charge against the
32 other party, it shall give that party advance written notice of such intent and a reasonable
33 opportunity to meet to discuss the basis of such charge and possible resolution prior to filing
34 the charge, unless the delay needed for such a discussion would cause prejudice to the

- 1 claim; in the latter event, the notice and meeting is not excused, but may occur after the filing
- 2 of the charge.

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

I. Contracting

A. Limitations on Contracting

The County may contract or subcontract out work performed by employees in this bargaining unit regardless of impact on employees, including but not limited to layoff. In any instance in which such contracting or subcontracting would result in layoff, however, and the County is unable to find suitable or comparable alternative employment for the employees, this contracting or subcontracting will occur only if it was anticipated and considered as a part of the budgeting process and the Union Business Representative and/or President has been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual budget, referred to as the "Adopted Budget", or formal Board consideration of budget modifications.

B. Meeting with the Union

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

C. No Interference with Contract

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

1 **II. Intergovernmental Agreements**

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

9
10 **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and**
11 **Acquisition of Positions**

12 **A.** The County and the Union recognize the provisions of ORS 236.610 through
13 236.650 in the event an employee of the County is transferred to another public employer as
14 defined under ORS 236.610(2) for reason of merger, consolidation or cooperation
15 agreement.

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

19
20 **IV. Volunteers**

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

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

28 **B.** The implementation of a volunteer program or use of a volunteer shall not
29 replace a Juvenile Custody Services Specialist.

ARTICLE 20
WORKLOADS AND STANDARDS,
TRAINING, AND PERFORMANCE EVALUATION

I. Workloads and Standards

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

II. Employee Development and Training

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

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

1. The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

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

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

1 **III. Performance Evaluation**

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

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

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

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

ARTICLE 21
SENIORITY AND LAYOFFS

I. Definition of Seniority

Seniority will be determined as follows:

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

II. Computation of Seniority

A. Seniority at contract signing

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

B. Seniority for time served subsequent to contract signing

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

1. Part-time work within the same or equivalent classification will count on a full-time basis.
2. Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.
3. Time on authorized leave taken with pay will count.
4. When an authorized leave without pay exceeds thirty (30) days, no time spent on that leave will count.
5. When a layoff exceeds thirty (30) days, no time spent on layoff will count.
6. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.

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

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

7 9. Service is broken for purposes of this Article by discharge; voluntary
8 quit from employment with Multnomah County; promotion or transfer out of the bargaining
9 unit except employees who have not completed a probationary period following promotion
10 will be returned to the position previously held; employees who do not complete a trial
11 service period; or, expiration of the layoff list.

12
13 **III. Layoff**

14 **A. Layoff Definition**

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

18 **B. Layoff Rules**

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

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

22 1. Reassignment to a position, or if the employee does not have enough
23 seniority, then

24 2. Layoff

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

26 1. Temporary, non-regular probationary, and other employees who do not
27 have classified status and who are occupying budgeted positions will be terminated before
28 employees with classified status are affected by layoff. Employees without status that are
29 terminated will not be placed on recall lists and do not have bumping rights.

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

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

1. Employee notification

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

2. Use of positions during the layoff process

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

3. Return from family medical leave without pay

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

4. Return from other leave without pay

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

5. Recalculation of seniority after leave of absence without pay

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

IV. Bumping

A. Bumping Definition

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

B. The Bumping Process

1. Vacancies that are created and approved by the Board of County

Commissioners to be effective the day following the layoff date shall be treated as vacancies available during a layoff process.

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

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

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

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

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

V. Notice and Recall List

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

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

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

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

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

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

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

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

14
15 **VI. Recall**

16 **A.** Employees on a recall list will be certified in order of seniority, before
17 applicants who qualify through examination, provided they are qualified to perform the duties
18 of the position. Employees on a recall list shall be offered appointment to vacancies, in order
19 of seniority, except when they lack knowledge, skills or abilities designated for the position
20 that are not easily learned on the job within ninety (90) days. Employees may be required to
21 take and pass qualifying examinations in order to establish their rights to specific positions.
22 The hiring manager is required to state in writing what qualification(s) the employee lacks
23 that the position requires. The employee will remain on the recall list for certification to other
24 vacancies during his or her term of eligibility.

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

28
29 **VII. Seniority Application**

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

33 **B.** For purposes of vacation bidding, the employee's original date of hire with the
34 County pursuant to "Section II.B" of this article shall be used to determine vacation selection

in accordance with Article 8, Vacation Leave, "Section V."

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

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

VIII. Posting Process

A. Seniority List Posting

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

B. Seniority List Appeal Process: Errors on new lists

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

IX. Seniority of and Bumping by Exempt Employees

A. The only exempt employees, who may bump into the bargaining unit are those who are in the Classified service and who have previously been a member of the Juvenile Custody Service Specialist Bargaining Unit.

B. Only time served in Juvenile Custody Service Specialist Bargaining Unit shall apply for bumping purposes.

X. Special Provisions to Save Employees From Layoff

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

ARTICLE 22
SHIFT AND WORK ASSIGNMENT

I. Vacancy Defined

A vacancy shall exist when:

A. The employee assigned to a budgeted position abandons such position because of transfer, promotion, or demotion to another position or County agency; or upon voluntary or involuntary termination of County employment;

1. Additional budgeted positions are allocated;

2. Workload requirements necessitate reallocation of duties for a period in excess of ninety (90) days, as, for example, a training assignment or assignment to another unit with a workload issue;

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

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

II. Temporary Assignments

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

III. Permanent Assignments

A. Biennial Signup

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

B. Selection

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

C. Vacancies Following the Biennial Signup

1. General Custody Vacancies

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

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

2. Trial Service Period

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

D. Pod Closure

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

IV. Change of Work Scheduling/Shift System and Signup

It is recognized that the biennial signup system, except for new vacancies, implies that the employees know in advance the hours of work per day anticipated [e.g. four (4) ten (10) hour days] for each schedule/shift. Except for vacancies, the County therefore agrees to make any changes in this scheduling/shift system in tandem with the biennial signup. If a

1 change in overall shift structure is contemplated as part of a budgetary process, the Union
2 will be given thirty (30) days notice prior to final action by the Board on the budget or budget
3 amendment. If no budgetary event is involved, the Union will be given at least thirty (30) days
4 notice prior to the biennial posting. The purpose of this notice is to provide the Union an
5 opportunity to assess the impact, and suggest alternatives.

ARTICLE 23
PERSONNEL RULES AND RECORDS

I. Personnel Rules

Changes to the Personnel Rules will be submitted to the Union for review and recommendation prior to their adoption.

II. Personnel Records and Information

A. Definition

For purposes of this section, "personnel file" refers to the formal file of personnel documents maintained by the Employee Services Division and/or by the employee's department or division.

B. Access to Personnel File Materials

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

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

C. Removal of File Materials

1. Letters of reprimand

An employee may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old. Any letter of reprimand that is more than two (2) years old and remains in the file shall not be used for progressive discipline. Oral reprimands will not be memorialized in writing and will not be placed in employee personnel files.

2. Letters imposing other discipline

a. Single disciplinary acts

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

b. Multiple disciplinary acts

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

ARTICLE 24
GENERAL PROVISIONS

I. No Discrimination

A. Contractually Prohibited Discrimination

1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income or familial status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

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

B. Legally Prohibited Discrimination and County Complaint Procedure

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

II. No Prejudicial Harassment

A. Prejudicial Acts Prohibited

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

B. Sexual Harassment Prohibited

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

III. Rules

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

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

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

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

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

IV. Changes in Existing Conditions

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

1. Consistent;

2. Clearly acted upon; and

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

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

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

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

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

1 **V. *Uniforms and Protective Clothing***

2 If an employee is required to wear a uniform, protective clothing, or any type of
3 protective device, such uniform, protective clothing, or protective device shall be furnished by
4 the County; the cost of initial tailoring and repair of the uniform or protective clothing, or
5 device shall be paid by the County, in accordance with the current practice. The current
6 practice of convening a committee of management and employees to select any article of
7 clothing, which the County requires employees to wear, will continue.

8
9 **VI. *Loss of Personal Property***

10 **A. Procedure for Advancing Claims**

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

17 **B. Exclusion of Personal Vehicles**

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

ARTICLE 25
SAVINGS CLAUSE AND FUNDING

I. Savings Clause

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

II. Funding

The parties recognize that revenue needed to fund the wages and benefits and budget related existing conditions provided by the Agreement must be approved annually by established budget procedures. All such wages, benefits, and budget related conditions are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Committee. The County has no intention of cutting the wages, benefits, or budget related existing conditions specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient to fund the wages, benefits, and budget related existing conditions provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to established budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

ARTICLE 26
ENTIRE AGREEMENT

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

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

ARTICLE 27
TERMINATION

This Agreement shall be effective as of the first (1st) day of July, 2013, unless otherwise provided herein, and shall remain in full force and effect through the 30th day of June, 2015, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2015, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands this 12th day of June, 2014.

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

BOARD OF COMMISSIONERS, FOR
MULTNOMAH COUNTY, OREGON

By _____
Bruce Kosharek

By _____
Chair Deborah Kafoury

By _____
John Miller

By _____
Commissioner Jules Bailey

By _____
Kim Hernandez

By _____
Commissioner Loretta Smith

By _____
Lela Clay

By _____
Commissioner Judy Shiprack

By _____
Ray Bragg

By _____
Commissioner Diane McKeel

By _____
Karie Will

REVIEWED:

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

By _____
Kim Nguyen

By _____
Kathryn A. Short, Assistant Co Attorney

NEGOTIATED:

By _____
Bryan Lally
Council Representative
AFSCME Council 75

By _____
Jeff Heinrich, Labor Relations
Multnomah County, Oregon

SIGNATURE PAGE

ADDENDUM A
CLASSIFICATION INCLUDED IN THE BARGAINING UNIT
WITH PAY RANGE

Table I Juvenile Custody Services Specialist Contract 07/01/2013 rates											
JCN TITLE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC		20.68	21.29	21.93	22.60	23.30	24.19	25.19	25.95	26.75	27.55
8274 JUVENILE CUSTODY SPEC (ON- CALL)		19.30									
Table II Juvenile Custody Services Specialist Contract 07/01/2014 rates											
JCN TITLE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC		21.24	21.86	22.52	23.21	23.93	24.84	25.87	26.65	27.47	28.29
8274 JUVENILE CUSTODY SPEC (ON- CALL)		19.82									

ADDENDUM B
LEAD WORKER ASSIGNMENT AND PAY

I. Duties Defined

A Lead Worker assignment involves certain limited supervisory and administrative duties which are deemed not to warrant a separate classification. These duties include, but are not limited to: laying out the work for other employees, balancing the work, directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to exempt supervisory employees. Lead Workers typically spend a substantial portion of their time in performing the duties of the base classification. Normally, the employees directed by a Lead Worker are in the same classification, but additional classifications are sometimes involved. An employee assigned to be a Lead Worker will not impose or effectively recommend (as that term is intended in Oregon law) formal discipline. Lead Workers will not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations.

II. Assignment, Selection, Modification, and Termination

Assignment and selection of Lead Workers shall be at the sole discretion of the County; provided, however, that an employee continuously assigned as a Lead Worker for one (1) year or more shall be given ten (10) days notice prior to the termination of such an assignment. Significant modifications of Lead Worker duties deemed by the County to warrant a modification in the amount of compensation shall also be with ten (10) days notice.

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

An employee assigned as a Lead Worker for one year or more shall be given ten (10) days notice prior to the termination of such an assignment. A copy of the termination notice

1 will be simultaneously given the Union. If the Lead Worker assignment is terminated, the
2 employee will keep their current shift assignment and management will re-appoint the lead
3 assignment to an employee within the work unit or pod at management's discretion.

4 **III. Pay Rate**

5 The lead pay rate for the Juvenile Custody Services Specialist classification shall be
6 calculated by increasing the base hourly pay rates by six and eight-tenths percent (6.8%).
7

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

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

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

ADDENDUM C

AUTO REIMBURSEMENT AND TRANSIT SUBSIDIES

I. Auto Allowance

A. Payment

Payment for mileage under this addendum shall be made on a monthly basis, provided the employee has accumulated twenty dollars (\$20) of mileage. No commuting mileage shall be paid by the County under the terms of "Section B" through "Section D" below. In no event will payment be made later than the end of the fiscal year.

B. Incidental Use

An employee who does not drive an automobile as a condition of employment shall be reimbursed at the maximum rate per mile approved by the IRS as a nontaxable expense reimbursement without documentation (which will hereinafter be referred to as "the IRS rate") for miles driven at the requirement of the County.

C. Condition of Employment Use

1. Designation

The County reserves the right under Article 4, Management Rights, to determine the method of transportation for employees during working hours and may discontinue or add the requirement for employees occupying certain positions to utilize an automobile as a condition of employment provided the employees and Union are notified in writing ten (10) days in advance of the change.

2. Payment

Upon signing of this agreement an employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of forty dollars (\$40) per month, twenty dollars (\$20) per month for part-time employees. On July 1, 2002 the base rate reimbursement will be increased to fifty dollars (\$50) for full-time employees and twenty-five (\$25) for part-time employees. To qualify for this reimbursement employees must be assigned to work in the field and to use his or her personal transportation. In no event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

D. Payment Rules for Alterations in Work Site

1. Temporary reporting place

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

2. Secondary reporting place

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

II. Incidental Parking

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

III. Bus Pass

A. Statement of Purpose

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

B. Scope of Subsidy

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

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

C. Procedural Requirements

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

ADDENDUM D
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

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

II. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

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

2. Employees will not be subject to discipline 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 CDLs 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-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA and/or OFLA leave.

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

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

1 taking any medication that may impair their ability to drive.

2 **4. Cooperation with Policy Administration**

3 Employees shall:

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

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

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

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

18 **e.** Sign a waiver upon request authorizing treatment providers to
19 disclose confidential information necessary to verify successful completion of any
20 assessment or treatment program required under this Policy.

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

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

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

30 **C. Levels of Discipline**

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

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

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

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

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

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

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

2) 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;

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

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

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use

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

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

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

12 **E. Return to Work Testing**

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

17
18 **III. Testing**

19 **A. Basis for Testing**

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

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

30 **B. Establishing Reasonable Suspicion**

31 **1. Definition**

32 **a.** "Reasonable suspicion" is a set of objective and specific
33 observations or facts which lead a supervisor to suspect that an employee is under the
34 influence of drugs, controlled substances, or alcohol. Examples include, but are not limited

1 to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or
2 constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of
3 unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty
4 concentrating, theft from office or from other persons, unexplained absences during office
5 hours, or employee's admission of use of prohibited substances.

6 **2. Supervisory training**

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

11 **3. Lead Workers**

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

18 **4. Additional precautions**

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

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

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

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

33 **C. Testing Methodology**

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

2. Alcohol Testing

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

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

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

IV. Definitions

A. Alcohol:

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

B. Controlled Substance:

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

C. County:

Multnomah County, Oregon.

D. Drug Paraphernalia:

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

E. Drug Test:

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

F. Drugs:

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

G. Medical Review Officer (MRO):

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

H. On Duty:

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

I. Prescription Medication:

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

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

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

K. Substance Abuse Professional (SAP):

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

L. Under the Influence of Alcohol:

See "Section III. B. 3" above.

M. Under the Influence of Drugs:

See "Section II. B. 3" above.

V. 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 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 positive, my employment will be terminated.

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

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

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

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

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

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved

under the grievance procedure in the Local 88 contract.

Personal Commitment

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

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

_____	_____
(Employee) (Date)	(Managerial Employee With (Date)
	Disciplinary Authority)**
_____	_____
(Labor Representative) (Date)	(Employee's Immediate Supervisor***) (Date)

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

Footnotes:

- * Necessary only if terms of the Labor Agreement are waived or excepted.
- ** Always necessary.
- *** Optional in cases in which immediate supervisor does not have termination authority.

ADDENDUM E
SENIORITY LISTING AS OF DATE OF CONTRACT SIGNING

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

Seniority Order	Name	Class Seniority
1	Weatherford, Lee W	6/1/1986
2	Woehler, Thomas E	8/15/1989
3	Buell, Nicholis A	7/2/1990
4	Aumueller, Roland T	7/2/1990
5	Miller, John L	7/11/1990
6	Holland, Paul	7/14/1990
7	Peterson, Mike J	7/6/1991
8	Bleth, Douglas L	1/27/1992
9	Buslach, Joseph A	1/27/1992
10	Kosharek, Bruce W	10/5/1992
11	Talalemotu, Faasaoina	8/1/1993
12	Hiebert, William	8/3/1993
13	Hall, Richard	1/13/1994
14	Bynum, Reginald D	1/18/1994
15	Wolpert, Bernhard E	5/9/1994
16	Owens, Pamela J	8/17/1994
17	Godfrey, Leland B	12/15/1994
18	Hiebert, Tracy J	4/17/1995
19	Junta, Brian	4/18/1995
21	Kim, James C	6/1/1995
22	Wheeler, Scott A	11/6/1995
23	Sandquist, Ronald F	1/21/1996
24	Porter, Tau A	6/13/1996
25	Hernandez, Kimberly A	6/16/1996
26	Sullivan, Mary J	8/16/1997

Seniority Order	Name	Class Seniority
27	Thies, Linda M	11/17/1997
28	Spruill, Stefon L	11/19/1997
29	Guzman, Pamella A	12/1/1997
30	Wilkie, Tracey L	1/12/1998
31	Phandouangsy, Soukphavanh	1/12/1998
32	Jaramillo, Arnoldo	4/19/1998
33	Washington, Roy L	4/20/1998
34	Arthur, Stephen F	4/21/1998
35	Junta, Ramona L	11/16/1998
36	Thompson, Shawn M	11/17/1998
37	Faalevao, Sualua	12/3/1998
38	Cox, Tami K	7/19/2000
39	Bennett, Patrick C	4/6/2002
40	Steward, Anthony R	5/20/2004
41	Whitehorn Jr, Johnnie	11/10/2005
42	Salu, Tafiko V	11/21/2005
43	Nguyen, Anh T	12/10/2005
44	Herriott, Robert T	12/17/2007
45	Mendez, Esteban N	11/7/2011
46	Lara, Omar	11/8/2011
47	Blanco, Martin S	11/20/2011
48	Jackson III, James	2/28/2012
50	Ceglie-Evans, Debra L	3/31/2012
51	Bukowski, Donde R	5/1/2013
52	Carter, Daniel K	1/27/2014
53	Will, Karie K	2/20/2014
54	Diaz-Lupean, Eliazar	3/12/2014
55	Hammick, Tyrone	3/21/2014
56	Cadena, Bladimir	3/31/2014
57	McManus, Melanie	4/9/2014
58	Lincoln, Ronald E	4/14/2014
59	Pierce, Karina Q	5/21/2014

INDEX

- A -

Addendum A, Classifications p. 104
Addendum B, Lead worker Assignment and Pay, p. 105-106
Addendum C, Auto Reimbursement and Transit Subsidies, p. 107-109
 Auto Allowance, p. 107
 Bus Pass, p. 108-109
 Incidental parking, p. 108
Addendum D, Drug and Alcohol Policy, p. 110-120
 Last Chance Agreement, p. 118-120
Auto allowance and Compensation, p. 63

- B -

Bereavement leave, p. 34-35
Biennial Signup, p. 92-94
Bilingual Pay, p. 64
Bumping, p. 88-89

- C -

Catastrophic Leave Program, p. 32
Certification
 Of Union Officers, p. 7
 Of County Designee, p. 7
Changes in Existing Conditions, p. 98
Charging of Vacation Leave, p. 24
Compensation, p. 59-65
Crossing of Picket Lines, p. 17

- D -

Deferred Compensation Plan, p. 63
Definitions, p. 2-6
Definition of Seniority, p. 86
Definition of Unit, p. 7
Disability Insurance, 31-32
Disciplinary action, p. 74-75
 Appeal Rights, p. 74
 Definition of Cause, p. 74
 Forms of Discipline for Cause and Notice Requirements, p. 74
 Manner of Accomplishing Reprimands, p. 75
 No Abridgement of Rights, p. 75
Discrimination (No), p. 97
Disputes, Settlement of, p. 76-81

- E -

Emergency Treatment, p. 49
Employee Disciplinary Action, p. 17
Entire Agreement, p. 101

- F -

Fair share service fees, p. 9-10
Flexible work schedules, p. 57
FTE (Full time equivalency),
 Definition of, p. 2
Full-time employee, definition of, p. 2

- G -

General Provisions, p. 97-99
Grievances, *see Settlement of Disputes*

- H -

Holidays, p. 19-22
 Holiday During Leave, p. 22
 Holiday Observance, p. 21
 Holiday Pay, p. 21-22
 Saved Holidays, p. 20-21

- I -

Inclement Weather and Natural Disasters
 Policy, p. 35
Informational picketing, p. 18

- J -

Judicial leave, p. 33-34

- L -

Layoff, *see Seniority and Layoff*
Life Insurance, p. 48
Lockout (No), p. 17
Loss of Personal property, p. 99

- M -

Medical and Dental Insurance, p. 36-49
Military Leave, p. 34
Minimum Pay for Reporting to Work Outside
 of Regularly Scheduled Hours, p. 60
Modification of Work Performed by the
 Bargaining Unit, p. 82-83
 Contracting, p. 82
 Intergovernmental Agreements, p. 83
Rights and Benefits of Employees
 Involved in Consolidation, Merger, and
 Acquisition of Positions, p. 83
Volunteers, p. 83

- N -

No Discrimination, p. 97
No Lockout, p. 17
No Prejudicial Harassment, p. 97
No Strike, p. 17
No Strike or Lockout, p. 17-18

- O -

OPSRP, p. 70-71
Other Benefits, p. 48
Overpayments and Payments in Violation of
 Contract, p. 63
Overtime, p. 60-61

- P -

Pay periods, p. 59
Payoff Upon Termination or Death, Vacation
 Leave, p. 24
Pensions, p. 70-73
PERS Membership, p. 70
PERS Pickup, p. 70
Personnel Examinations/Interviews, p. 35
Personnel Rules and Records, p. 95-96
 Personnel Records and Information,
 p. 95-96
 Personnel Rules, p. 95
Posting of Work Schedules, p. 53
Prejudicial Harassment (No), p. 97
Premium pay / Computation, p. 64

- R -

Representation of Employees, p. 79-81
Retiree Life Insurance, p. 49
Retiree Medical Insurance, p. 71-73
Regular employee, definition, p. 2

Rights of Bargaining Unit Employees, p. 9
Right to Compensation for Regularly
Scheduled Hours, p. 53
Rules, p. 98

- S -

Savings Clause and Funding, p. 100
Funding, p. 100
Savings Clause, p. 100
Scheduling the Work Day, p. 55-56
Seniority and Layoffs, p. 86-91
Bumping, p. 88
Computation of Seniority, p. 86
Definition of Seniority, p. 86
Layoff, p. 86-88
Notice and Recall Lists, p. 89-90
Posting Process, p. 91
Recall, p. 90
Seniority Application, p. 90
Seniority of and Bumping by Exempt
Employees, p. 91
Special Provisions to Save Employees
from Layoff, p. 91
Settlement of Disputes, p. 76-81
Filing a Grievance, p. 76-77
Purpose, p. 76
Steps of the Grievance Procedure,
p. 77-79
Shift and Work Assignment, p. 92-94
Change of Work Scheduling, p. 93-94
Permanent Assignments, p. 92-93
Shift System and Signup, p. 93-94
Temporary Assignments, p. 92
Vacancy Defined, p. 92
Shift differential, p. 62-63

Sick Leave, p. 26-32
Catastrophic Leave Program, p. 32
Conversion, p. 24-25
Disability Insurance p. 31-32
Fitness for Duty, p. 31
Paid Sick Leave, p. 26-28
Use and Misuse of Leave for Sick leave
Purposes, p. 28-31
Signature page, p. 103
Step Placement and Seniority Dates,
p. 66-68
Strike (No), p. 17
Successor Insurance Plans, p. 40

- T -

Table of vacation Accrual Rates, p. 23
Termination of Agreement, p. 102
Temporary Work in a Higher Classification,
p. 68-69
Translation and Second Language
Requirements, p. 64

- U -

Unfair Labor Practices, p. 80-81
Uniform Time Charging Provisions, p. 57-58
Uniforms and Protective Clothing, p. 99
Union Business Leave, p. 13-15
Union Dues, p. 9-10
Union Representation, p. 11-15
Union Security and Check Off, p. 9-11
Unit, definition of, p. 7
Unpaid Leaves of Absence, p. 33
Use and Scheduling of Accrued Vacation,
p. 24
Use of Accrued Vacation for Sick Leave and
Other Purposes, p. 24

- V -

Vacation Leave, p. 23-25

Vacation, scheduling of, p. 24

Vacation, conversion of Sick Leave, p. 24-25

Voluntary Standby Pay, p. 64

- W -

Wage Adjustments, p. 59

Wage schedule, p. 66

Waiver of State Overtime Requirements,
p. 64

Workloads and Standards, p. 84-85

Employee Development and Training,
p. 84

Performance Evaluation, p. 85

Work Days and Days Off, p. 53-54

Work Schedules, p. 53-58

Workers' Compensation

and Supplemental Benefits, p. 50-52

Benefits, p. 52

Borrowing of Sick Leave, p. 52

Coverage, p. 50

Denied Claims, p. 51-52

Seniority, p. 50

Probationary Employees, p. 50

Supplemental Benefits, p. 51