
2013-2016

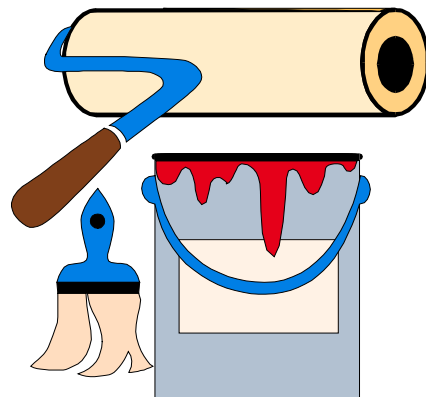
AGREEMENT

between

Multnomah County, Oregon

and

**International Union of
Painters and Allied Trades
District Council 5, AFL-CIO
Local Union 1094**



**2013-2016
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES,
DISTRICT COUNCIL 5, AFL-CIO
LOCAL UNION 1094**



**LABOR RELATIONS SECTION
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**2013-2016
A G R E E M E N T
Between
MULTNOMAH COUNTY, OREGON
AND
INTERNATONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES
AND
DISTRICT COUNCIL 5 OF OREGON, WASHINGTON AND IDAHO, AFL-CIO**

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Painters and Allied Trades and District Council 5 of Oregon, Washington and Idaho, 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 objective of providing ever improved services to the public of Multnomah County.

The parties agree as follows:

ARTICLE 2

DEFINITIONS

1. Cause

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

2. Continuous Service

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

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

B. For purposes of determining length of service prior to July 1, 1975, an interruption in employment of fourteen months or less shall constitute continuous service, in addition to those individually documented cases previously approved by the Board of County Commissioners, the Chairman, or Labor Relations Counsel.

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

3. Probationary Employee

A probationary employee is defined as an employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a 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 the employee's trial service period may not be extended by a Memorandum of Agreement under the terms of

Article 21, Entire Agreement, unless the employee was absent from work for a period of six (6) months or more previous to the extension. The length of probationary periods for employees hired previous to this Agreement shall not be affected by the terms of this definition.

4. Promotional Probationary Employee

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

5. Regular Employee

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

- An employee who has passed the initial one (1) year probationary period, terminated employment, and has been reinstated.
- A non-probationary employee who has been transferred to the County by intergovernmental agreement under ORS 236.605 through 236.640.

6. Supervisory Employee

Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, adjust their grievances, or effectively to recommend such action, if in connection therewith,

- 1 the exercise of such authority is not of a merely routine or clerical nature, but
- 2 requires the use of independent judgment.

- 3 **7. Temporary Employee**

- 4 A person employed to meet short term, non-recurring or emergency
- 5 county work needs.

1

Article 3

2

RECOGNITION

3

1. Unit Definition

4

The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing salaries, wages, hours, and other conditions of employment. The classifications covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

9

2. On-Call Employees

10

It is agreed that on-call Sign Fabricator are covered by the parties' collective bargaining agreement. On-call Sign Fabricators are defined as an employee employed to meet intermittent, irregular or less than half-time county work needs, and may be terminated at any time and have no appeal rights within the County.

15

On-call employees shall be entitled to only the following contractual benefits:

16

17

A. Union Security and Check off. (Article 4)

18

B. Holiday compensation at one and one half (1 ½) times the normal hourly wage for work on anyone of the following holidays (7):

20

New Years Day

21

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

22

President's Birthday (3rd Monday in February)

23

Memorial Day (Last Monday in May)

24

Independence Day (July 4th)

25

Labor Day (1st Monday in September)

26

Veteran's Day (November 11th)

27

Thanksgiving Day; and

28

Christmas Day

29

C. Rest and Meal Periods (Article 14.5 and 6.) will only apply if a temporary employee is schedule to work six (6) or more hours in a day.

30

- 1 **D.** Clean-Up Time (Article 14.7.).
- 2 **E.** Overtime (Article 16.5).
- 3 **F.** Height Time Differential Pay (Article 16.9.)
- 4 **G.** Spray Painting and Toxic Vinyl Premium (Article 16.12).
- 5 **H.** Settlement of Disputes (Article 18) strictly limited to enforcement of
- 6 Article 3., Section 2, of this agreement.
- 7 **I.** No Discrimination (Article 19.1).
- 8 **J.** Payment of the wage rate listed in Addendum A.
- 9 **K.** Employee Organization Membership Dues (Addendum B).
- 10 **L.** Unless agreed otherwise by the parties, it is agreed that only one
- 11 on-call "Sign Fabricator" will be employed at any one time.
- 12 **M.** The County may determine, based on the requirements or impacts
- 13 of the Patient Protection and Affordable Care Act (PPACA), whether it will offer
- 14 health insurance coverage to on-call employees. If the County elects to offer
- 15 health insurance coverage to on-call employees within the unit, the cost share
- 16 shall be as determined by the County, with notice to the Union.

ARTICLE 4

UNION SECURITY AND CHECK OFF

1. Monthly listing of new and terminated employees

The County agrees to furnish the Union, each month, a listing of all new employees covered by this Agreement hired during the month and of all employees who terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations, and home addresses.

2. Union Security and Check-off

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

A. One-half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

B. One-half (.5) of the current monthly service fee, in lieu of dues, or such lesser amount as determined by Subsection d. below, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

C. The Union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

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

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

6 Deduction of membership dues must be authorized in writing on the form
7 provided in Addendum B. The amounts to be deducted shall be certified to the
8 County by the Financial Secretary of the Union, and the aggregate deductions of
9 all employees shall be remitted, together with an itemized statement to the
10 Treasurer of the Union by the first day of the succeeding month after such
11 deductions are made.

ARTICLE 5

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 including subcontracting and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, work schedules, and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to the grievance procedure.

ARTICLE 6

NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location in the County where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established in the County by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this article shall be subject to immediate disciplinary action or discharge. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross the picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this local Union.

ARTICLE 7

HOLIDAYS

1. Holidays

The following days shall be recognized and observed as paid holidays:

- ♦ Any day so declared by the Board of County Commissioners.
- ♦ New Year's Day (January 1st)
- ♦ Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- ♦ President's Day (3rd Monday in February)
- ♦ Memorial Day (last Monday in May)
- ♦ Independence Day (July 4th)
- ♦ Labor Day (1st Monday in September)
- ♦ Veterans' Day (November 11th)
- ♦ Thanksgiving Day (4th Thursday in November)
- ♦ Christmas Day (December 25th) or with the approval of the supervisor, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.
- ♦ Eight (8) hours to be used as a floating holiday during the fiscal year provided the employee gives two (2) weeks notice and has the consent of the employee's supervisor. If the supervisor determines the holiday usage requested is impracticable, the employee shall be credited with eight (8) hours of Saved Holiday time. The eight (8) hours of leave shall be prorated for part-time employees based on their normal FTE.

2. Holiday Observance

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

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

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

3. Holiday Pay

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

4. Holiday During Leave

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

5. Holiday Work

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

6. Saved Holidays

An employee required to work on a recognized holiday may elect to be compensated for such work by electing to convert the time and one-half (1-1/2) pay Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may be used at the discretion of the employee with the consent of his or her supervisor, and will be charged in accordance with Article 14, Section 7. Saved Holiday time not used by the end of the fiscal year in which it is accrued will be forfeited. Upon separation from service employees will be paid for unused Saved Holiday time at their regular rate of pay. 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.

ARTICLE 8

VACATION LEAVE

1. Accrual

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

2. Table of Vacation Accrual Rates

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

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

B. Years of service indicated in Column 1 are continuous County service years, as defined in Article 19, Section 5. Part-time work will count on a full-time basis.

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

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

6 **3. Charging**

7 Vacation leave shall be charged in increments in accordance with the uniform
8 time charging provisions of Article 14.8.

9 **4. Payoff Upon Termination or Death**

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

13 **5. Use and Scheduling of Accrued Vacation**

14 Employees shall be permitted to choose either a split or entire vacation.
15 Whenever possible, consistent with the needs of the County and the requirement for
16 vacation relief, employees shall have the right to determine vacation times, but in any
17 case vacation times shall be selected on the basis of seniority; however, each employee
18 will be permitted to exercise his or her right of seniority only once per calendar year as
19 provided herein. Use of seniority shall be confined to times during the same calendar
20 year selected during the annual sign-up. The annual sign up may occur each January,
21 beginning on the first work day and ending on the last workday of that month.
22 Employees shall be permitted to express their first, second, and third preferences for
23 vacation times during this sign-up, to ensure orderly selection of preferred vacation
24 times in the event their higher preference times are taken by senior employees.
25 Seniority may not be used to obtain preferred vacation times after the January sign-up
26 concludes. However, seniority may be used during the January sign-up to secure either
27 a continuous vacation or a vacation plan consisting of two (2) or more non-continuous
28 weeklong segments. Sign-up shall be in weekly increments. After the January sign up
29 period, vacation shall be permitted on a "first come, first served" basis.

30 **6. Use of Accrued Vacation for Sick Leave and Other Purposes**

1 The requirements for using accrued vacation for sick leave and other purposes
2 and the sequencing of such leave use, is specified in Article 9, "Section 2.C".

3 **7. Use of Accrued Vacation for Emergencies and Preventative Health Care**

4 **A. Usage of Emergency Leave and Preventative Health Care Leave**

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

7 **B. Emergency Leave**

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

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

15 **C. Preventative Care**

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

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

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

ARTICLE 9

SICK LEAVE

I. Paid Sick Leave

A. Definition and Allowable Use

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

1. Specified others

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

2. Covered health conditions

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

3. Parental leave

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

4. Occupationally related conditions

Use of sick leave for occupationally related conditions is limited to

the provisions of Article 13, 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. Straight time hours worked includes paid holidays and leaves with pay taken during the work week.

C. Reporting of Sick Leave

An employee who must be absent by reason of illness or injury shall make reasonable effort to notify his or her immediate supervisor at least one (1) hour before the beginning of his or her scheduled shift.

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 14.7 ~~8~~.

2. Use and Misuse of Leave for Sick Leave Purposes

A. Counting Against FMLA, OFLA Entitlements

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

B. Legitimate Use

1. Verification of use

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

b. The County may require an employee to submit written

1 medical certification of eligibility from a health care provider to receive sick leave for any
2 non-FMLA and non-OFLA condition under the following conditions:

3 i. The employee has been absent for more than three
4 (3) consecutive work days; or

5 ii. The employee has exhausted all sick leave; or

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

8 iv. Management reasonably believes that the absence
9 may not be bona fide.

10 **2. Discipline**

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

13 **a. Abuse of sick leave**

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

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

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

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

24 **(a)** Require the employee to take continuous
25 leave; or

26 **(b)** Change the employee's work assignment for
27 six (6) months or until use of intermittent leave ends, whichever comes sooner.

28 **c. Excessive absenteeism**

29 The parties recognize that every employee has a duty to be
30 reliably present at work, and that failure to confine sick leave usage to accrued and
31 available sick leave raises the possibility of discipline for excessive absenteeism. Such

cases, however, are subject to just cause review and require systematic examination of relevant factors, including but not limited to:

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

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

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

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

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

C. Sequencing of Leaves

The use of vacation leave, saved holiday time, compensatory time, and leave without pay is subject to approval by management according to the requirements of Articles 7, 8, 10 and 16, respectively. However, unless otherwise required by law, forms of leave shall be used and exhausted in the following sequences:

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

a. Sick leave until it is exhausted;

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

c. Leave without pay.

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

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

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

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

1 **b.** Leave without pay

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

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

6 **1. Continuous leave**

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

21 **2. Intermittent leave**

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

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

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

c. Proceed with the disciplinary process.

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

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

3. Fitness for Duty

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

4. Incentive Conversion

Full-time employees who have worked the twelve (12) months preceding June 30 of any year, (*does not include FMLA/OFLA*) may at their option, convert accrued sick leave to saved holiday time to be taken in accordance with Article 8, Section 6 subject to the following schedule:

Hours of sick leave used in 24 pay periods preceding <u>June 30 of any year</u>	Allowable additional <u>Saved Holidays</u>
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(1) None	3 days
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(2) 0.1 - 8 hours	2 days
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(3) 8.1 - 16 hours	1 day
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5. Bereavement Leave

An employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. If such funeral is beyond three-

1 hundred-fifty (350) miles, the employee may be granted up to three (3) additional days
2 with pay at the discretion of his or her supervisor for travel and personal considerations.
3 For purposes of Bereavement Leave, an employee's immediate family shall be defined
4 as spouse, parents, step-parents, children, step children, brother, sister, step brother,
5 step sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law,
6 brother-in-law, member of the employee's immediate household. For the purpose of
7 this section, an employee is entitled to receive the same bereavement leave for his/her
8 domestic partner, as designated in an Affidavit of Domestic Partnership submitted to
9 Employee Benefits, and family as for a spouse. In relationships other than those set
10 forth above, under exceptional circumstances, such leave of absence may be granted
11 by the County Chair or his or her designee(s) upon request.

ARTICLE 10

OTHER LEAVES

1. Leave of Absence

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

Any employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave, of absence shall be considered as having resigned his or her position with the County, and his or her position. shall thereupon be declared vacated, except and unless the employee prior to the expiration of his or her leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he or she is unable to return to work by reason of sickness or physical disability.

2. Jury Duty

Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to end of the normal work shift, he shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the division head.

3. Voting Time

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote. Voting time will not be granted for any election if vote by mail is available for employees.

4. Union Business

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 3.10.260 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

1 **5. Educational Leave**

2 After completing one (1) year of service, an employee, upon request, may be
3 granted a leave of absence without pay for educational purposes at an accredited
4 school when it is related to his or her employment. The period of such leave of absence
5 shall not exceed one (1) year, but it may be renewed or extended upon the request of
6 the employee when necessary.

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

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

14 **6. Military Leave**

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

23 **7. Parental Leave**

24 An employee's entitlement to parental leave shall be governed by FMLA and
25 OFLA. The employee may use his or her accrued sick leave, vacation time,
26 compensatory time, or saved holiday time as provided therein.

ARTICLE 11

HEALTH & WELFARE

I. Medical and Dental Insurance

Medical and dental insurance for employees covered by this agreement shall be as provided under the terms and conditions of the Multnomah County Employees Union Local 88, AFSCME AFL-CIO 2011-2014 agreement, its successor agreement and/or any memorandums pertaining to medical and dental insurance that are agreed to by and between AFSCME Local 88 and the County.

2. 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.

Upon retirement, employees with fifteen (15) or more years of service will be provided with two thousand dollars (\$2,000) coverage Employees shall designate

1 their beneficiaries.

2 **C. Emergency Treatment**

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

8 **D. Short Term Disability**

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

12 **E. Long Term Disability**

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

ARTICLE 12

PENSIONS

1. PERS

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

2. 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 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.

3. OPSRP Employer Pick Up

The County shall “pick up” the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) “employer pick-up” no longer be legally available the County shall on the last 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-OPSRP members. Pursuant to ORS 238A.335(2)(a) and (3), 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.

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

1 In accordance with the terms of ORS 238.350 one-half of the value of
2 accumulated sick leave with pay will be applied to final average salary for the purpose
3 of pension benefit determination.

4 **5. Retiree Medical Insurance**

5 **A. Definition**

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

11 **B. Right to Participate**

12 Except as otherwise provided by this section, retirees may continue to
13 participate in the County medical plan available to members until eligible for Medicare
14 due to age or disability. Coverage of eligible dependents uniformly terminates when
15 coverage of the retiree terminates, or the dependent becomes eligible for Medicare due
16 to age or disability, except as otherwise required by applicable state or federal law.

17 **C. Choice of Plan**

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

24 **D. Retiree Responsibilities**

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

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

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

31 **1. Payment at Fifty-eight (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
3 fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's
4 sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the
5 retiree had:

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

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

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

12 **2. Payment at Fifty-five (55) or earlier**

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

20 **F. Eligibility for Medicare**

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

23 **G. Part-Time Pro-rating**

24 Part-time service in a regular budgeted position shall be prorated for
25 purposes of the service requirements under subsection e of this section. (For example,
26 twenty (20) hours per week for two (2) months would equal one (1) month toward the
27 applicable service requirement.)

28 **H. Requirement to Continuously Participate**

29 In addition to the other requirements of this section, continued medical plan
30 participation or benefit of County contributions is conditioned on the retiree's continuous
31 participation in the members' medical insurance plan from the time of retirement, and

1 upon the retiree's timely payment of the applicable retiree portion (i.e., fifty percent
2 (50%) or one hundred percent (100%) as applicable) of the monthly premium. Failure
3 to continuously participate or make timely and sufficient payment of the applicable
4 retiree portion of the monthly premium shall terminate the retiree's rights under this
5 section. The County shall inform the retiree of the identity and mailing address of the
6 County's collection agent at the time the retiree signs up for continued post-employment
7 medical and/or dental insurance coverage and shall thereafter inform the retiree of any
8 change in collection agent at least forty-five (45) days in advance of the effective date of
9 such change.

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

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

ARTICLE 13

WORKERS' COMPENSATION AND

SUPPLEMENTAL BENEFITS

1. Coverage

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

2. Seniority

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 attending physician, the State Workers' Compensation Department or Board certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event, the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

If injured during probation, the probationary period may be extended by written agreement of the Union, employee, and County.

3. 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 subject to the following conditions:

A. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation Law as time loss on an approved claim.

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

1 **C.** To the extent not compensated by Workers' Compensation benefits, the
2 day following the first day of occupational disability and the next succeeding day shall
3 be compensated subject to the provisions of Article 9, Sick Leave.

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

10 **4. Denied Claims**

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

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

19 **5. Benefits**

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

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

26 **6. Borrowing of Sick Leave**

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

ARTICLE 14

HOURS OF WORK

1. Work Day

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

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

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

D. Employees on a Nine-Eighty's (9-80s) per week work schedule shall either work: (1) Nine (9) hours per day four (4) days, Monday through Thursday with Fridays off one week followed by nine (9) hours per day Monday through Thursday with eight (8) hours on Friday or (2) Mondays off and then nine (9) hours per day Tuesday through Friday one week followed by eight (8) hours on Monday then nine (9) hours Tuesday through Friday of the next week.

2. Work Week

A. Regular

Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule.

Employees with four (4) days per week ten (10) per day work schedules shall have Saturday and Sunday off, and another day to be determined by management. In no case shall the workweek be for more than forty (40) hours, excluding the meal period.

Employees with Nine-Eighty's (9-80s) work week schedules are defined as seven (7) consecutive calendar days beginning four (4) hours after the employee's start

time on Monday and ending four (4) hours after the employee's start time on the following Monday, or beginning four (4) hours after the employee's start time on Friday and ending four (4) hours after the employee's start time on the following Friday; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and is four (4) or five (5) consecutive days beginning at 12:01 a.m. Monday and ending on the following Sunday at 12:00 midnight. Nine-Eighty's (9-80s) would be considered an alternate work week schedule. Article 7 governing holiday observance will apply.

B. Continuous Operations

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Except for emergency situations and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) workdays.

4.. Reduced Work Week

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

5. Rest Periods

All employees' work schedules shall provide for a fifteen-(15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period

before they start to work on the next succeeding shift when it is anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

6. Meal Periods

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

7. Clean-Up Time

Employees occupying labor, trades, or craft positions shall be granted adequate personal clean-up time, not to exceed fifteen (15) minutes unless circumstances dictate otherwise, prior to the end of each work shift. The County shall provide the required facilities for the employee's clean up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

8. 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 (1/4) of an hour in accordance with the following rules:

(1) 0 - 7 minutes rounds to 0 hours

(2) 8 - 15 minutes rounds to 1/4 hour

B. Applications

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

2. Working Over: An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 16, Wages.

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

1 **4. Management and Employee Rights:** The right of

2 management to discipline employees for tardiness is not waived by the above rounding
3 provisions, nor shall the above provision be construed as a right for management to
4 extend the end of the working day beyond the normally scheduled ending time.

5 **9. Time between shifts**

6 There shall be a minimum of eight (8) hours between regular scheduled shifts.
7 Employees who have completed their regular shift and are required to work an
8 additional continuous eight (8) hours shall be granted four (4) hours of rest with pay at
9 the straight pay hourly rate. The rest pay provisions shall apply to the employee's first
10 four (4) hour of their next shift and only occurs when the next regular shift begins within
11 twelve (12) hours of the end of the continuous work period.

ARTICLE 15

STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be 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.

ARTICLE 16

WAGES AND CLASSIFICATION SCHEDULE

1. Wages and Classification Schedule

Effective July 1, 2013, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of 1.8% effective July 1, 2013.

A. Wage Rates for FY 2014 - 2015 (July 1, 2014 - June 30, 2015)

Wage rates for employees for FY 2014 – 2015 (July 1, 2014 – June 30, 2015) shall be adjusted by the same percentage general COLA adjustment agreed to by AFSCME Local 88.

B. Wage Rates for FY 2015 – 2016 (July 1, 2015 – June 30, 2016)

Wage rates for employees for FY 2015 – 2016 (July 1, 2015 – June 30, 2016) shall be adjusted by the same percentage general COLA adjustment agreed to by AFSCME Local 88.

2. Pay Period

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

3. Reporting Time

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

4. Call-In Time

Any employee called to work outside his or her regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an employee called to work within two (2) hours of the commencement of his or her scheduled shift

shall be paid at the rate of one and one-half (1.5) times the employee's regular straight time rate only for the period elapsed from the commencement of the call-out to the commencement of the shift. It is the understanding of the parties that the four-hour period for a Call-In commences with the acceptance of the call-in assignment and ends four (4) hours later. Employees will only be called out and remain working for bona fide urgent and immediate operational needs. Call-in time will not be used for assigning (stacking) routine work. The employer may also assign an employee who may be subject to call-out a County vehicle, which the employee shall use solely for performing County business and for commuting to and from work. The assignment of the vehicle shall be voluntary, except that it may be made mandatory in the event of an emergency or if the public health or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's discretion. If such assignment is made, the employee shall not be charged for such vehicle.

5. Overtime

A. Time and One-Half

Employees will be compensated at the rate of one and one-half (1 ½) times their normal rate of pay for additional time worked as follows:

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

B. Double Time

An employee will be paid at the rate of two (2) times his or her regular rate of pay for hours worked which meet all of the following criteria:

- i. The hours worked were in excess of forty eight (48) for the FLSA work week; and
- ii. The employee works on all days of the FLSA work week; and
- iii. The hours were worked on the employee's final day of rest during the FLSA work week.

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

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 equivalent 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 shall be used at the discretion of the employee with the supervisor's consent.

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

7. Distribution

Overtime work shall be distributed equally among employees within the same job classification in each agency; provided, however, that exceptions may be made subject to mutual approval of the County and the Union.

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

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

8. Mileage Pay

Whenever an employee is required to work at any location other than his or her permanent place of reporting, he or she shall be paid at the rate of twenty cents (\$0.20) per mile or the I.R.S. rate, whichever is greater, from his or her permanent reporting place for the use of his or her personal transportation to and from the temporary new locations. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place.

1 **9. Height Time Differential Pay**

2 When employees covered by this Agreement are performing painting on a
3 structure at or above the fifty (50) foot level directly above the ground, floor, roadway,
4 roof or water, the wage rate for such work shall be that to which the employee is
5 normally entitled plus an additional sixty cents (\$0.60) differential for each hour that the
6 employee is performing such work.

7 **10. Shift Differential**

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

15 **11. Parking**

16 Whenever the employee is required to report to the Courthouse on a temporary
17 basis in his private vehicle, the County shall provide parking.

18 **12. Spray Painting and Toxic Vinyl Premium**

19 Any employee covered by this Agreement who performs spray painting or applies
20 toxic vinyls while silk screening shall receive a premium of thirty-five cents (\$0.35) for
21 each hour they perform such work, provided that such premium shall be paid only if the
22 employee wears a respirator.

23 **13. Coverwear for Maintenance Painter**

24 The County agrees to continue the practice of providing appropriate laundered
25 cover wear for employees covered by this Agreement.

ARTICLE 17

DISCIPLINARY ACTION

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

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

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

ARTICLE 18
SETTLEMENT OF DISPUTES

1. Grievance Procedure

Any grievance or dispute which may arise between the parties, involving the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step I After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of its occurrence; if at that time the individual employee or his or her representative is unaware of the grievance, it may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

Step II If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within ten (10) working days.

Step III If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the designee of the County Chair, within ten (10) working days after the response of the department head is due. The Chair's designee shall respond in writing to the grievant within ten (10) working days.

County Grievances

When the County has a grievance, it may be presented in writing to the Union through the Director of the Employee Services Division or his or her representative. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the

Board of Adjustment is unable to resolve the dispute within ten (10) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure, by written notice to the other party. This procedure for County grievances is not exclusive and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of the time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration

After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One (1) day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

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

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

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

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

9 **2. Stewards and the Processing of Grievances**

10 **A.** Employees selected or elected by the Union as employee representatives
11 shall be known as "stewards". The names of the stewards and the names of other
12 Union representatives who may represent employees shall be certified in writing to the
13 County by the Union. Stewards may investigate and process grievances during working
14 hours without loss of pay and all efforts will be made to avoid disruptions and
15 interruptions of work.

16 **B.** Departure from the established Grievance Procedure outlined in this article
17 by any employee shall automatically nullify the Union's obligation to process the
18 grievance.

19 **C.** In no event may the Union or the aggrieved employee initiate a grievance
20 under the procedure so outlined in this article where more than sixty (60) days have
21 elapsed since the occurrence of the grievance; however, in no way is this provision to
22 be interpreted as affecting the pursuance of grievances which are of a continuing nature
23 (i.e., the breach continues and is not a single isolated incident).

ARTICLE 19
GENERAL PROVISIONS

1. No Discrimination

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, political affiliation, gender identification, source of income, or familial status. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

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

2. Bulletin Boards

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

3. Visits by Union Representatives

The County agrees that the Business Manager or his or her Assistant, accredited representatives of the Paint Makers, Sign, Display, Truck Painters, and Allied Trades Council 55 of Washington and Oregon, AFL-CIO upon reasonable and proper

introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Rules

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

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

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

D. New employees covered by this Agreement shall be provided a copy of the Agreement and rules at time of hire.

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.

5. Seniority

A. Seniority will be determined as follows:

1. Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

2. Total length of continuous service within the affected Department; if a tie occurs, then

3. Total length of service within the County; if a tie occurs, then

4. Score on the last performance evaluation awarded under the system to be developed in accordance with Multnomah County Code 3.10.130; if no system exists, then score on original entrance examination.

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

1. Part-time work within the same classification will be counted on a prorated hourly basis.

2. After July 1, 1975, time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

3. Time spent in a trainee capacity (e.g., PEP, WIN, or other state or

federally funded programs) will not be included.

4. Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

5. Time spent on layoff will not count.

C. Seniority shall be forfeited by discharge for cause or voluntary termination after July 1, 1975.

D. On May 15th of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Appendix "A" hereunder and yearly by May 15th thereafter.

E. Employees may protest their seniority designation through the grievance procedure outlined in this Agreement.

6. Reduction in Force

Layoffs will be in accordance with Multnomah County Code 3.10.250 or its successor and the Personnel Rules pertaining thereto.

7. County-Union Meetings

The County Chair, or his or her representative(s) shall meet at mutually convenient times with the Union committee. All such meetings shall be held during normal working hours on County premises without loss of pay and the parties will so schedule such meetings as far as practical to avoid disruptions and interruption of work. The Union committee shall consist of not more than three (3) members selected by the Union.

8. Safety Devices

The County will furnish all safety devices necessary to comply with existing and future state and federal safety requirements. No employee shall be disciplined for refusal to violate the safety codes or the laws of the State of Oregon.

9. Contract Work

The County agrees that the Union will be notified a reasonable period of time in advance of any contracting or subcontracting of work done by employees covered by this Agreement.

10. Supremacy of Contract

To the extent allowable by law, whenever a conflict arises between this

Agreement and Multnomah County Code 3.10, et seq., or its successor, this Agreement shall prevail.

11. Performance Evaluation Process

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

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

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

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

12. Definitions

The definitions set out in Addendum C are shall be deemed a part of this agreement.

13. 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 November 1, 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's subsidy exceeds the IRS standard for a de minimis employee benefit.

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

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

1 the Tri-Met all zone pass.

2 **C. Procedural Requirements**

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

ARTICLE 20

SAVINGS CLAUSE AND FUNDING

1. Savings Clause

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

2. Funding

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

ARTICLE 21
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, et seq., or its successor. The County and the Union for the life of this agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair, or his or her designee(s) for Labor Relations, be precluded from voluntarily entering into memoranda of understanding, interpretation, or exception concerning matters of contract administration.

ARTICLE 22

TERMINATION

This Agreement shall be effective as of the 1st day of July 2013 and shall remain in full force and effect through the 30th day of June 2016, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2016 and March 1, 2016 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the Parties hereto have set their hands this ____ day of _____, 2013.

FOR THE UNION:

Scott Clark
Business Representative
International Union of Painters and
Allied Trades, D.C. 5

MULTNOMAH COUNTY, OREGON
BOARD OF COMMISSIONERS:

Marissa Madrigal, County Chair

Deborah Kafoury,
Commissioner, District 1

Loretta Smith,
Commissioner, District 2

Judy Shiprack,
Commissioner, District 3

Diane McKeel,
Commissioner, District 4

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

By: Kathryn Short
Assistant County Attorney

NEGOTIATED BY:

By: Jim Younger
Labor Relations Manager

ADDENDUM A
WAGES AND CLASSIFICATIONS
Effective July 1, 2013

<u>CLASS TITLE/ NUMBER</u>	<u>HOURLY WAGE RATE</u>
Sign Fabricator	\$28.34

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of _____, do hereby authorize Multnomah County as my employer to deduct from my accrued earnings the amount of \$_____ per month.

This deduction shall be made only if my accrued earnings are sufficient to cover the above amount after all other authorized payroll deductions have been made. I agree to indemnify, defend and hold the County harmless against any claims made or suits instituted against Multnomah County as a result of this authorization. I understand that I may withdraw this authorization at such time as I terminate my membership in the above indicated employee organization or desire to make other payment arrangements directly with the employee organization involved.

Signed: _____ Date: _____ / _____ / _____

Name of Employee

Month/Day/Year

Name of Employee Organization: _____

ADDENDUM C
Drug and Alcohol Policy

1. 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.

2. Holders of Commercial Drivers Licenses

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

3. 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 four one hundredths percent (.04%) level. An individual is considered to be “under the influence” of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

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

c. Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of CDL’s may not perform safety sensitive functions, such as driving, at or above the two one-hundredths percent (.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 taking any medication that may impair their ability to drive.

4. Cooperation with Policy Administration

Employees shall:

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

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

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

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

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

f. Disclose promptly (upon the next working day) and fully to

his/her supervisor:

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

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

C. Levels of Discipline

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

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

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

- 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:

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

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

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

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

D. Mandatory Assessment and Treatment

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

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

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

E. Return to Work Testing

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

4. Testing

A. Basis for Testing

1. All employees may be tested:
 - a. based on reasonable suspicion of being “under the influence” of alcohol or prohibited drugs;
 - b. before returning to work after testing positive for being “under the influence” of alcohol or drugs;
 - c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.
2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.
3. Holders of Commercial Drivers Licenses (CDLs) and Bridge Operators shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. Definition

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

2. Supervisory training

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

3. Lead Workers

Lead workers who oversee day-to-day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description.

4. Additional precautions

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

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

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

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

C. Testing Methodology

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

1. Drug Testing

a. Drug tests are conducted using urine specimens. In accordance with CDL standards, the County will contract with a medical doctor trained

in toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the MRO will attempt to contact employees to review preliminary positive test results with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

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

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

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

5. 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 IV. B. 1. a" above.

K. Substance Abuse Professional (SAP): A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. Under the Influence of Alcohol: See "Section III. B. 3" above.

M. Under the Influence of Drugs: See "Section II. B. 2" above.

Sample Last Chance Agreement

LAST CHANCE AGREEMENT

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

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

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

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

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis and breath test) by the County for a period of twenty-four (24) months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one (1) 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.

1
2 5. I agree to return to work upon successful completion of an alcohol/drug
3 rehabilitation program if my substance abuse counselor requires inpatient treatment.
4

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

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

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

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

17 **Disciplinary Action**

18 I understand that the disciplinary action imposed in the attached letter may not be
19 grieved under the grievance procedure in the Local 1094 contract.
20

21 **Personal Commitment**

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

30 I understand the terms and conditions of this letter. I also understand that, except as
31 expressly stated in this agreement, my terms and conditions of employment will be

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

_____ (Employee)	_____ (Date)	_____ (Managerial Employee With Disciplinary Authority)**	_____ (Date)
_____ (Labor Representative)	_____ (Date)	_____ (Employee's Immediate Supervisor***)	_____ (Date)
_____ (Multnomah County Labor Relations, if applicable*)	_____ (Date)		

Footnotes:

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

** Always necessary.

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

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