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**2013-2017**



# **AGREEMENT**

**between**

**Multnomah County, Oregon,**

**The Multnomah County District Attorney**

**and**

**Multnomah County Prosecuting Attorneys Association**





**2013-2017**  
**AGREEMENT**  
**BETWEEN**  
**MULTNOMAH COUNTY, OREGON**  
**AND**  
**MULTNOMAH COUNTY PROSECUTING ATTORNEYS**  
**ASSOCIATION**



**LABOR RELATIONS SECTION**  
**501 SE HAWTHORNE BLVD, 3<sup>rd</sup> FLOOR**  
**PORTLAND, OR 97214**  
**503-988-5135**

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**AGREEMENT**

**Between**

**MULTNOMAH COUNTY, OREGON,**

**THE MULTNOMAH COUNTY DISTRICT ATTORNEY,**

**And**

**MULTNOMAH COUNTY PROSECUTING ATTORNEYS ASSOCIATION**

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**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Multnomah County District Attorney, hereinafter referred to as the District Attorney, and the Multnomah County Prosecuting Attorneys Association, hereinafter referred to as the Association.

The purpose of this Agreement is to set forth those matters pertaining to compensation and working conditions subject to limitations of ORS 8.610 to 8.850 as is consistent with the County's objective of providing services to the public of Multnomah County.

The parties agree as follows:

## **ARTICLE 2**

### **RECOGNITION AND ASSOCIATION SECURITY**

**A. Recognition.** The County and District Attorney recognize the Association as the sole and exclusive bargaining representative for the purpose of establishing compensation and working conditions subject to limitations of ORS 8.610 to 8.850 for all Deputy District Attorneys of Multnomah County excluding:

1. First Assistant District Attorney;
2. Three (3) Chief Deputy District Attorneys

Each party reserves the right to reopen and negotiate changes in Section A of this Article in the event the District Attorney reorganizes the District Attorney's office. Such negotiations shall take place not less than ten (10) working days following written notice by any party to the other party. Article 4 of this Agreement shall remain in full force and effect during any renegotiation of this Article. During the pendency of such renegotiation, members of the Association may have direct contact with the District Attorney.

**B. Association Security /Check Off.**

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

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

a) .5 of the current monthly Association membership dues of those Association members who individually request such deductions in writing.

b) Deductions shall cease the pay period following permanent appointment to a position which is excluded from the bargaining unit, upon written request of the employee.

c) A monthly service fee, in-lieu-of-dues, for any member of the bargaining unit who has not joined the Association within thirty (30) days of hire. This in-



1 lieu-of-dues (service fee) shall be segregated by the Association and used on a pro rata  
2 basis solely to defray the cost of its services in negotiation and administering this contract.

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

6 4. The Association expressly agrees that it will safe-guard the rights of non-  
7 association of employees, based upon bona fide religious tenets or teachings of a church  
8 or religious body of which such employee is a member. Any such employee shall pay the  
9 in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee  
10 making such payment and the Association, or the employee may request that such in-lieu-  
11 of-dues payment not be deducted and shall make such payment to a charity as heretofore  
12 stated and shall furnish written proof to the Association and the County, when requested  
13 that this has been done.

14 5. In-lieu-of-dues payment (service fee) shall be segregated from regular  
15 Association dues for accounting purposes.

16 6. Funds derived from in-lieu-of-dues payment (service fee) shall not be  
17 expended for political purposes by the Association.

18 7. The Association Agrees to provide a system so that any employee who  
19 objects to the expenditure of a portion of the in-lieu-of-dues payment (service fee) for  
20 ideological reasons can request and receive a rebate of such payment.

21 8. Deduction of membership dues must be authorized in writing. The  
22 amount to be deducted shall be certified in writing to the County by the Association  
23 President. The aggregate of all deductions shall be remitted, together with an itemized  
24 statement, to the Treasurer of the Association at an address certified to the County in  
25 writing by the Association President, within five (5) working days after it is withheld or by  
26 such time as the parties mutually agree in writing.

27 9. The Association agrees that it will indemnify, defend and hold the County  
28 harmless from all suits, actions, proceedings or claims against the County or persons  
29 acting on behalf of the County, whether for damages, compensation, reinstatement, or any  
30 combination thereof, arising out of application of Section B of this Article. In the event any  
31 decision is rendered by the highest court having jurisdiction that this Article is invalid

1 and/or that reimbursement of the service fee must be made to employee affected, the  
2 Association shall be solely responsible for such reimbursement.

3 10. All members covered by this Agreement are considered strike  
4 prohibited per ORS 243.736. If after PECBA process bargaining, the parties do not reach  
5 agreement, either party may exercise their right to submit the unresolved matter(s) to  
6 binding interest arbitration per ORS 243.742.

7 **C. Definition of Deputy District Attorney**

8 Except as otherwise provided in this Agreement, for purposes of this  
9 Agreement a "Deputy District Attorney" is defined as any attorney employed, retained,  
10 hired, contracted or engaged under the authority of the elected District Attorney who is  
11 performing the duties and/or functions described in the Deputy District Attorney  
12 classification specifications for levels 1, 2, 3, 4 (attached as Addendum B and by this  
13 reference incorporated herein) on behalf of the elected District Attorney. A "Deputy District  
14 Attorney" does not include attorney volunteers or unpaid participants in the Jury Trial  
15 Experience Project (or similar successor program), as set forth in this agreement.

16 **D. Certified Law Students**

17 The District Attorney shall retain authority to employ or engage any number  
18 of Certified Law Students either in paid or unpaid status. Certified Law Students shall not  
19 be considered Deputy District Attorneys nor covered by this Agreement. Certified Law  
20 Students must be supervised by an assigned Deputy District Attorney.

21 **E. Volunteer Program and Jury Trial Experience Program**

22 The District Attorney shall retain authority to engage up to three (3) unpaid  
23 volunteer Oregon licensed attorneys to perform the work of employees represented by  
24 the Association. Volunteer attorneys shall be limited to performing such work for no  
25 more than any part of three (3) consecutive calendar months, with an option to extend  
26 the engagement for one (1) additional three(3)-month period, not to exceed a total of six  
27 (6) months in any continuous twelve (12) month period of time. The District Attorney  
28 may continue to participate in the Jury Trial Experience Project.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

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

**ARTICLE 4****NO STRIKE CLAUSE**

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty as required by the District Attorney to fulfill the professional functions of the office.

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, up to and including discharge, by the District Attorney without application of the grievance procedure.

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

**ARTICLE 5**  
**SETTLEMENT OF DISPUTES**

**Grievance Procedure.**

**A.** Any grievance or dispute which may arise between the District Attorney and individual members of the Association involving the promotion, demotion, rotation, or assignment of any member shall be settled in the following manner:

**1. Presentation of Grievance.** After first attempting to resolve the grievance informally, any employee or the Association may present in writing such grievance to the employee's Section or Unit Manager within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his representative is unaware of its occurrence, a grievance 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. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract allegedly violated, and remedies sought.

**2. Resolution Process.** Within ten (10) days of the receipt of written grievance, a review panel shall be formed consisting of one (1) member of the Association's Executive Committee, the Chief Deputy of the Grievant's Division and a third party agreed upon by the other two (2). Within sixty (60) days of the receipt of the grievance the panel shall submit a recommendation to the District Attorney. The District Attorney will, within thirty (30) days of receipt of the panel's

1 recommendation, review the recommendation and make a final determination as to  
2 the merits of the grievance.

3 **B. Interpretation.** This article is not intended to limit any remedy at law  
4 available to the Association, any of its members, the District Attorney, or Multnomah  
5 County to enforce the terms of this contract.

**ARTICLE 6****NO DISCRIMINATION**

**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, sexual orientation, political affiliation or other lawfully recognized protected status. It is further agreed that there will be no discrimination against the disabled unless bona fide job-related reasons exist as provided by the Americans with Disabilities Act as amended and rules promulgated under its terms.

**ARTICLE 7**  
**COMPENSATION AND BENEFITS**

**A. Compensation.**

**1. Intent.** The salary matrix, responsibility levels, and administrative policies set forth herein are intended to promote selection and retention of qualified individuals to perform quality prosecutorial services. Deputy District Attorney compensation and benefits shall be consistent with the terms of this agreement.

**2. Salaries.**

**a. July 1, 2013**

Effective July 1, 2013, employees shall be compensated in accordance with the salary schedule attached to this Agreement as Addendum A, which by this reference is incorporated herein. Said schedule reflects a five percent (5.0%) increase.

**b. July 1, 2014**

**(1) CPI formula.** Effective July 1, 2014, each of the steps in the wage scale in effect on June 30, 2014 shall be increased by the percentage increase in the Portland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI W) second half of 2012 to second half of 2013, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

**c. July 1, 2015.**

**(1) CPI formula.** Effective July 1, 2015 the rates and ranges covered by the Agreement and in effect June 30, 2015, shall be increased by the percentage increase in the Portland Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W), second half of 2013 to second half of 2014, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

**(2) Reopener.** If the County's estimated general fund resources in the executive budget for FY 2014 - 2015 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Subsection A.2.c. above shall not be implemented and negotiations will commence on or before April 15, 2015, for substitute terms for Article 7, Subsection A.2.c.



1                   **d.     July 1, 2016.**

2                   **(1)     CPI formula.** Effective July 1, 2016, the rates and ranges  
3 covered by the Agreement and in effect June 30, 2016, shall be increased by the  
4 percentage increase in the Portland Consumer Price Index for Urban Wage Earners and  
5 Clerical Workers (CPI-W), second half of 2014 to second half of 2015, with a minimum  
6 increase of one percent (1%) and a maximum increase of four percent (4%),

7                   **(2)     Reopener.** If the County's estimated general fund resources  
8 in the executive budget for FY 2015-2016 fall fifteen percent (15%) or more below the  
9 estimated general fund resources in the preceding year's executive budget, the terms of  
10 Subsection A.2.c. above shall not be implemented and negotiations will commence on or  
11 before April 15, 2016 for substitute terms for Article 7, Subsection A.2.d.

12               **3.     Salary Administration.** The District Attorney shall have sole responsibility  
13 for determining future allocation of bargaining unit members to the salary matrix and for  
14 determining the rate of advancement subject to the following guidelines:

15               **a.**       Responsibility levels set forth in Addendum B shall serve as a guide  
16 in determination of the allocation of individuals to Levels I, II, III, or IV of the salary matrix.  
17 Any dispute as to the application of this sub-section shall be resolved under the terms of  
18 Article 5, Sections A and B, Settlement of Disputes.

19               **b.**       Advancement to all steps shall be guided by normal improvement in  
20 knowledge, ability, performance, tenure in office, and maintenance of high-level  
21 professional and office demeanor. A Deputy's job performance shall be reviewed by the  
22 District Attorney within one hundred and twenty (120) days before or sixty (60) days after  
23 his or her salary anniversary date. Each Deputy may expect to be advanced in salary to a  
24 higher step at that time or given a written explanation for the reason(s) advancement has  
25 been denied.

26               Nothing herein is intended to prevent more frequent job performance review  
27 or reallocation by the District Attorney.

28               Salary payments are made on a semi-monthly basis, with twenty-four (24)  
29 pay periods per calendar year. It is recognized that the County retains the right to decide  
30 as to the frequency of payment to employees, e.g. bi-weekly, twice (2x) monthly, or  
31 monthly, upon sixty (60) days written notice to the Association.

1           **c.**       Employees shall be paid on a salary basis, rather than hourly, in the  
2 same method and frequency as management service employees.

3           **d.**       The review date for each employee represented by the Association  
4 shall be maintained on a list and provided to the Association annually. As Deputy District  
5 Attorneys are hired and separated from service, said list will be updated by the County.

6           **e.**       A Deputy District Attorney on unpaid leave of absence not  
7 guaranteed by statute that exceeds thirty (30) days will have his or her review date  
8 adjusted upon return from leave, to deduct all time out on non-guaranteed unpaid leave of  
9 absence.

10          **4.       Budgeting.** The County shall budget funds sufficient to provide for the  
11 salaries and anticipated normal advancement, as set forth in Paragraphs 2 and 4 of this  
12 section. Monies appropriated for salaries and normal advancement may be used only for  
13 such purpose.

14               In the event of a change in the budgeted staffing levels for Deputy District Attorneys  
15 covered by this Agreement, it is understood that appropriations for salaries and normal  
16 advancement shall be increased or decreased in proportion to the increase or decrease in  
17 budgeted staffing requirements.

18          **5.       Promotions, Rotations, and Demotions.**

19               **a.       Definitions.**

20                   **(1)       Promotion.** An advancement in responsibility intended to be  
21 of a permanent duration.

22                   **(2)       Rotation.** A temporary change in responsibility for a  
23 designated period of time after which the deputy will resume his or her original  
24 responsibilities.

25                   **(3)       Demotion.** A reduction in responsibility intended to be of a  
26 permanent duration.

27               **b.       Promotions.** A promotion in level shall be accompanied by an  
28 increase in pay to a salary step on the new level which is higher than the salary rate  
29 immediately prior to the promotion.

30               **c.       Rotations.**

(1) Should the District Attorney institute a program of temporary rotation in level of responsibilities, he shall provide notice of intent to institute a temporary placement in writing to those deputies affected. A deputy who is assigned full time to a higher level of responsibility for a period of time in excess of thirty (30) calendar days shall be paid at a rate equal to an increase of one (1) step increment, or at his or her election may maintain his or her former salary level.

(2) The duration of a temporary rotation is intended to be up to 270 calendar days, and in any event shall not be more than 365 calendar days without written mutual agreement of the parties.

d. **Demotions.** Should a Deputy be demoted to a lower level of job responsibility, his salary may be reduced according to the degree of demotion consistent with the salary matrix. The District Attorney shall give notice of intent to demote in writing to the affected Deputy.

## **B. Benefits.**

### **1. Annual Leave.**

a. **Accrual.** Each employee shall accrue vacation in accordance with the below cited schedule. Vacation time on the books of the District Attorney's office as of June 30, 1987, from prior system conversions shall be honored and shall not be applied to the cumulative maximums cited below.

(1) Less than two (2) years (4,176 hours) of County service: 0.0462 hours per hour worked (twelve (12) days per year), cumulative to a maximum of two hundred (200) hours.

(2) Two (2) years (4,176 hours) but less than five (5) years (10,440 hours) of County service: 0.0654 hours per hour worked (seventeen (17) days per year), cumulative to a maximum of two hundred and forty (240) hours.

(3) Five (5) years (10,440 hours) but less than eight (8) years (16,704 hours) of County service: 0.0846 hours per hour worked (twenty-two (22) days per year), cumulative to a maximum of three hundred and twenty (320) hours.

(4) Eight (8) years (16,704 hours) but less than fifteen years of County service: 0.1038 hours per hour worked (twenty-seven (27) days per year), cumulative to a maximum of four hundred and thirty-two (432) hours.

(5) Fifteen (15) years (31,200 hours) or more of County service: 0.1038 hours per hour worked (twenty-seven (27) days per year), cumulative to a maximum of five hundred (500) hours.

(6) Employees will accrue annual leave on a pay period basis, rather than an hourly basis, in accordance with the following matrix. In the event the County changes the frequency of pay periods, the pay period annual leave accrual rate shall be calculated based on the number of annual leave hours accrued per calendar year divided by the number of pay periods per calendar year.

<u>Years of Service</u>	<u>Hours Accrued Per Pay Period (24 periods)</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Hours Accruable</u>
Less than 2	4	96	200
2 up to 5	5.67	136	240
5 up to 8	7.33	176	320
8 up to 15	9.0	216	432
15 or more	9.0	216	500

**b. Part-time.**

(1) Part-time permanent employees shall accrue vacation based on service years in accordance with the above schedule, e.g., a five (5)-year employee working half time would be eligible for approximately eighty-eight (88) hours per year.

(2) Part-time employees will accrue annual leave on a pro-rata basis based on their assigned FTE.

(3) Determination of service years shall be in accordance with the specific terms or practice applied to exempt employees.

**c. Leave of Absence Accrual.** Vacation leave shall not accrue during a leave of absence without pay.

**d. Payoff.**

(1) After one thousand and forty (1,040) hours of County service, unused accrued earned vacation time shall be paid to the employee at his or her regular rate of pay at the time of separation from service, provided that the maximum payoff shall be one hundred and twenty (120) hours except for vacation accrued and available prior to the implementation of the entitlement program and still unused at the time of the employee's termination.

(2) For employees who have reached PERS and/or OPSRP retirement eligibility, all unused accrued earned annual leave time up to the maximum accruals set forth in Section 1,a. above shall be paid to the employee, at his or her regular rate of pay at the time of separation from service, provided the employee submits evidence of retirement eligibility issued by the Oregon PERS, or its successor, no later than five (5) business days prior to the employee's last day of work.

(3) Beginning with FY 09-10, a level 3 or level 4 DDA, who is eligible to retire with full benefits, may elect to cash-out fifty (50) hours of vacation in the last year prior to retirement. In order to exercise this option during the fiscal year, an employee must notify the DA's Office in writing by December 31 of the fiscal year.

e. **Death Benefit.** Regardless of length of County service, in the event of death of an employee, unused accrued vacation time shall be paid the employee's heirs at his or her regular rate of pay. Except as otherwise provided by Oregon Law, such payment shall be paid directly to an employee's beneficiary as designated on the employee's Life Insurance enrollment card.

2. **Sick Leave.** Sick leave is an 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.

Specified others:

- Members of the employee's immediate household: or
- The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereinafter referred to as the "FMLA"); or
- The employee's parents-in-law as defined in the Oregon Family Leave Act (hereinafter referred to as "OFLA") ; or

- The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse.

Covered health conditions:

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

**a. Accrual.**

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

(2) Full-time employees shall accrue sick leave at the rate of ninety-six (96) hours per calendar year which will be accrued at four (4) hours per pay period. Part time employees will accrue sick leave on a pro-rata basis, based on assigned FTE. For example, a half time (.50 FTE) employee will accrue sick leave at the rate of two (2) hours per pay period. In the event the County changes the frequency of pay periods, the sick leave pay period accrual rate shall be the number of hours earned per calendar year (96) divided by the number of pay periods per calendar year.

**b. Unused Entitlements.** Employees shall, in addition to any accruals earned, be entitled to any unused entitlement which may be on the books of the District Attorney's Office as of June 30, 1990, from prior system conversions.

**c. Holiday Conversion.** Full-time employees may at their option, convert accrued unused sick leave to personal holiday time to be taken at the discretion of the employee with consent of the supervisor in accordance with the following schedule:

Hours of Sick Leave Used in 24 Pay Periods Preceding July 1 of Any Year	Allowable Additional Personal Holidays
0 - 8 hours	3 days
8.1 - 16 hours	2 days

The hours of sick leave used shall be for the twenty-four (24) pay periods preceding July 1 of any year, or some reasonable proration if a new payroll system is implemented during a fiscal year. Absences covered by the federal Family and Medical Leave Act will not be counted when calculating the number of sick leave hours taken for purposes of this holiday conversion provision.

**d. Workers' Compensation Supplement.** In the event an employee suffers an occupational injury, illness, or disease, salary continuation shall only be paid in an amount equal to the difference between the Workers' Compensation payment and one hundred percent (100%) of the employee's biweekly net take-home pay. The terms and limitations of such payment shall be in accordance with the Local 88 Agreement regarding this matter in effect at the time of injury.

**3. Bereavement Leave.** An employee shall be granted not more than three (3) days leave of absence with full pay in the event of a death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond three hundred and fifty (350) miles, the employee may be granted up to three (3) additional days with pay. For purposes of bereavement leave, an employee's immediate family shall be defined as his or her spouse, or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, brother-in-law, sister-in-law and the parents, step-parents, children, siblings, step-siblings and grandparents of his or her spouse or domestic partner. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the District Attorney upon request.

**4. Holidays.** The following days shall be recognized and observed as paid holidays:

- Any day the President of the United States and/or the Governor of Oregon declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st).

- Rev. Dr. Martin Luther King's Birthday (3rd Monday in January).
- Washington's Birthday (3rd Monday in February).
- Memorial Day (last Monday in May).
- Independence Day (July 4).
- Labor Day (1st Monday in September).
- Veteran's Day (November 11).
- Thanksgiving Day (4th Thursday in November).
- Christmas Day (December 25), or with supervisory approval, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for December 25.
- Eight (8) hours to be used between Thanksgiving Day and New Year's Day or for any religious holiday during the fiscal year. Eight (8) hours will be prorated for part-time employees based on their normal FTE.

**5. Family Leave.**

**a. Parental Leave.** The parties agree that accrued paid leave followed by the use of unpaid leave may be utilized for parental leave purposes in accordance with the County's Family Medical Leave Act policy in effect as of July 1, 2005, (County Policy No. 2-60) and as allowed by Oregon's Family Leave Act (OFLA) and/or the federal Family Medical Leave Act (FMLA).

**b. Dependent Care.** To the degree allowable by law, salary reduction shall be allowable under the terms of this Agreement for any employee participating in the County Dependent Care Assistance Plan.

**c. Sequencing of Leaves.** Unless otherwise allowed by law, the use of accrued leave and leave without pay shall be exhausted in the following sequences:

**(1)** Leave for illness or injury, that does not qualify for FMLA/OFLA will be taken in the following order:

- (a)** Sick Leave until exhausted;
- (b)** All other accrued paid leave, sequenced at the employee's option, until all other accrued paid leaves are exhausted;
- (c)** Leave without pay.



1                   **(2)**     Leave that qualified under FMLA and/or OFLA will be taken in  
2 the following order:

3                               **(a)**     Paid accrued leave until it is exhausted; employees will  
4 determine what order paid accrued leave is used;

5                               **(3)**     Leave for other purposes will be taken in the following order:

6                                       **(a)**     Paid accrued leave, sequenced at the employee's  
7 option, until all paid accrued leave is exhausted.

8                                       **(b)**     Leave without pay.

9               **6.     Retirement.**

10                   **a.**     Each eligible employee shall be a member of the Oregon Public  
11 Employee Retirement System (PERS) and/or the Oregon Public Service Retirement Plan  
12 (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the  
13 Integration Agreement between PERS and the County. The County shall "pick up" the  
14 employee contribution to PERS (6%) and/or OPSRP as permitted by ORS 238.205(5)(a)  
15 and ORS 238A.335.

16                   **b.**     For retirement purposes, sick leave in application to final average  
17 salary under the terms of ORS 238.350 shall be applied to members of this bargaining  
18 unit.

19                   **c.**     Employees who retire from the County shall be entitled to maintain  
20 their group medical insurance benefits subject to timely payment of fifty percent (50%) of  
21 the premium for such coverage until such time as the person is eligible for Medicare,  
22 subject to the specific terms and limitations of Ordinance 629 applying to exempt  
23 employees or its successor.

24               **7.     Deferred Compensation.** The County will make available to members of  
25 the Association a deferred compensation plan.

26               **8.     Life Insurance.** The County agrees to provide each employee covered by  
27 this Agreement with term life insurance in the amount one times (1x) their annual salary up  
28 to a maximum of fifty thousand dollars (\$50,000). Retirees of Multnomah County with at  
29 least ten (10) years of service with the Office of the District Attorney (Multnomah County)  
30 will be provided with two thousand dollars (\$2,000) term life insurance coverage during the  
31 period of time they receive pension benefits. Employees will designate their beneficiaries.

Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance by payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

**9. MCPAA Association Activities.** An Association officer, negotiator, or any designated representative who attends or performs necessary Association meetings or activities during regular office hours which cannot be performed at any other time shall not be required to forfeit vacation time, sick pay, or personal holidays for time so spent. Any person who utilizes office time in such a manner shall be required to provide prior notification to the Chief Deputy and, upon approval, shall further be required to make up such work loss after regular office hours. A written list of hours lost and hours compensated shall be provided to the Chief Deputy within two (2) weeks of the Association activity.

**10. Bar Dues.** In order to enhance recruitment, the parties agree that the annual Bar Dues of all employees in this bargaining unit as of the date of the annual bar billing shall be employer-paid. Such payment is made in recognition that:

**a.** Bar membership is a condition of employment for all employees in the bargaining unit; and

**b.** Employees are prohibited by statute from practicing law except as Deputy District Attorneys.

**11. Mileage.** Employees shall be reimbursed for mileage in accordance with the same terms and limitations as exempt employees.

**12. Training.** The County will provide training opportunities each calendar year at no cost to the employee. Where practical, the County will attempt to gain MCLE accreditation for such training.

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

1 **ARTICLE 8**

2 **HEALTH AND WELFARE**

3 **A. Medical and Dental Insurance.**

4 **1. Contribution Toward Insurance Premiums**

5 **a. Full-time employees**

6 **(1) Full-Time Employee Definition.** Employees who are  
7 regularly scheduled to work at least thirty-two (32) hours per work week or regularly  
8 scheduled to work at least thirty (30) hours per work week on a ten (10) hour per day  
9 schedule.

10 **(2) Medical/Vision/Rx.** For the term of this Agreement, the  
11 County agrees to contribute monthly on behalf of each full-time eligible employee, the  
12 monthly premium for one (1) of the health plans (medical/vision/prescription) offered by the  
13 County. Employees covered by this Agreement shall not be eligible for the fully-paid Moda  
14 Performance Plan coverage. Employees may choose to participate in the Moda  
15 Performance Plan, but employee will pay the difference between what the County pays for  
16 either the Moda Preferred Plan or the Kaiser Plan (whichever has the higher County  
17 payment) and Moda Performance Plan. This employee/County premium cost sharing  
18 formula for the monthly amounts paid by the County and the employee shall continue for  
19 the term of this Agreement.

20 **(3) Dental Plan.** For the term of this Agreement, the County  
21 agrees to contribute monthly on behalf of each full-time eligible employee the monthly  
22 premium for one (1) of the dental plans offered by the County, as selected by the  
23 employee. This agreement by the County to pay the monthly dental premium shall  
24 continue for the term of this Agreement.

25 **b. Part-time employees.**

26 **(1) Part-time Employee – Definition.** Employees who are  
27 regularly scheduled to work twenty (20) hours but less than thirty-two (32) hours per week.

28 **(2) Medical/Vision/Prescription Insurance.** The County will  
29 provide the Moda Major Medical Plan at no cost to part-time employees. Part-time  
30 employees may elect to purchase one of the other medical/vision/prescription plans  
31 available through the County and part-time employees will pay the difference in cost

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

5 The County and the Association agree that the Health plan year is a  
 6 calendar-year basis.

7 Part-time employee's monthly contribution rate for the Kaiser  
 8 Maintenance Plan will equal ten percent (10%) of the total monthly premium for the Kaiser  
 9 Maintenance Plan. Otherwise, part-time employees may elect to purchase one (1) of the  
 10 other medical/vision/prescription plans available through the County and part-time  
 11 employees will pay the difference in cost between the County's allowance for the Major  
 12 Medical Plan and the cost of the selected plan based on coverage level (single, two-party,  
 13 or family). Part-time employees who elect Kaiser Medical coverage shall have July 1, 2013  
 14 – December 31, 2013 contribution rates as listed in the April 2013 Memorandum of  
 15 Agreement between the parties.

16 **(3) Dental Insurance.** Part-time employees may receive dental  
 17 benefits upon payment of fifty percent (50%) of the total monthly dental plan premium.

18 **2. Mandated Changes and Carrier Changes in Plan Designs During the**  
 19 **Term of Agreement**

20 **(a)** The County shall act to update any mandated coverage or changes  
 21 caused by Federal or State laws, rules and/or regulations. Unilateral changes in benefits  
 22 initiated solely by the insurance carriers are subject only to impact negotiations with the  
 23 Association pursuant to PECBA.

24 **(b)** Effective upon signature execution of this successor Agreement by  
 25 the parties, for Plan Year 2014 the parties agree to relinquish "grandfathered status"  
 26 related to the Kaiser Standard Medical Plan and agree to adopt mandated plan design  
 27 changes to the Kaiser Standard Medical Plan under the Patient Protection and  
 28 Affordable Care- Act (PPACA).

29 **3. Successor Plans and Carriers.**

30 **(a)** In the event that any of the current insurance plans become  
 31 unavailable, the County agrees to provide timely written notice to the MCPAA and shall

1 provide to affected employees a substitute plan for the same service delivery type, if  
 2 available. If a plan or carrier is discontinued and no substitute plan is available of the  
 3 same service delivery type, subject to impact bargaining with the MCPAA, the affected  
 4 employees will be offered the option to enroll in an alternative service delivery plan.

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

8 **(c) PPACA Excise Tax Reopener.**

9 **(1)** If as of May 1, 2016, the County can demonstrate a good  
 10 faith belief that the PPACA Excise Tax will apply to one or more employees represented  
 11 by the Association as of January 1, 2018, then during the month of May of 2016, the  
 12 County shall provide notice and supporting data to the Association.

13 **(2)** In conjunction with providing the data set forth in (3)(c)(1)  
 14 above, during the month of May of 2016, the County may exercise a reopener, effective  
 15 as of July 1, 2016. This reopener will be for the exclusive purpose of addressing the  
 16 impacts and effects of the PPACA Excise Tax, and may include, but is not limited to,  
 17 plan and plan design changes.

18 **(3)** If the County reopens on health insurance, the MCPAA may  
 19 choose to reopen Article VII. Recognizing that impacts will vary by individual, it is the  
 20 intention of the parties that any agreed upon change to health insurance plan and plan  
 21 design or cost sharing shall be impact neutral to Association membership as a group.

22 **(d)** In conjunction with the economic package set forth in this Agreement,  
 23 the MCPAA has agreed that, during the term of this Agreement, the County may change  
 24 health and welfare plans and designs (medical/vision/prescription/dental) to an Oregon  
 25 public employee insurance pool (e.g. the Public Employees Benefit Board or the Oregon  
 26 Educators Benefit Board). However, if the MCPAA existing level of benefits are impacted  
 27 and/or effected by participation in such a pool, the County will initiate and enter into  
 28 impacts and effects bargaining with the MCPAA pursuant to ORS 243.698 et seq.  
 29 Recognizing that impacts will vary by individual, said impacts and effects bargaining shall  
 30 result in an outcome that is impact neutral to Association membership as a group for the  
 31 term of this Agreement.

1                   **(e)     Participation in Employee Benefits Advisory Team (EBAT)**

2                   **(1)**     The Association and the County recognize increasing costs in  
3 health care to be a major concern. In an effort to collaborate together about quality health  
4 plans, plan design changes and cost containment associated with health care, beginning  
5 no later than thirty (30) calendar days after signature execution of this Agreement, the  
6 Association will agree to participate in an information collection and advisory capacity on  
7 an Employee Benefits Advisory Team (EBAT) with other County employee representatives  
8 designated to the EBAT. The Association's participation on the EBAT is not a waiver of  
9 any Association PECBA rights related to health insurance and health care issues that the  
10 Association has a PECBA right to bargain about. The EBAT will review and consider  
11 health plans, design changes and cost containment. The EBAT will be advisory only, and  
12 will directly report EBAT member recommendations to the BOCC and County Chair.

13                   **(2)**     Participation in EBAT by the Association does not preclude the  
14 parties from entering into any subsequent written agreements as to modifications related  
15 to health care plans and/or design changes.

16                   **(3)**     The Association shall have two (2) Association designated  
17 representatives on the EBAT. The County shall notify the two (2) Association EBAT  
18 representatives and the Association President, in writing, any time there is a proposed  
19 change by any other County bargaining unit, the County or a carrier related to health care  
20 plan costs or plan designs. The County shall notify the two (2) Association EBAT  
21 representatives and the Association President, in writing, any time there is any optional  
22 changes proposed by carriers that would impact plan design cost or plan designs. The  
23 Association shall have the right to demand impact and effects bargaining for any of these  
24 changes. Mandated coverage changes due to Federal or State law shall be presented to  
25 the Association and may be implemented by the County pursuant to ORS 243.698 et seq.  
26 or as otherwise required by law.

27                   **4.     Employee Contribution.**

28                   Contributions for employees and their IRS-qualified dependents will be  
29 made through automatic pre-tax payroll deductions. Contributions for non-IRS qualified  
30 dependents will be made through automatic post-payroll deductions. Enrollment in a

County-sponsored medical/vision/prescription plan is mandatory for employees who do not "Opt Out" of medical/vision/prescription coverage.

**5. Major Medical Plan Rebates.**

Full-time employees who elect coverage under the Major Medical Plan will be paid fifty dollars (\$50) gross per month into the employee's individual VEBA account.

**6. Opt-Out – Waiver of Benefits.**

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

**b. Full-time Employees who Opt Out.**

Employees who opt out of medical/vision/prescription coverage will have the County contribute two hundred fifty dollars (\$250) (gross) per month into the employee's individual VEBA account.

**c. Part-time Employees who Opt Out.**

Employees who opt out of medical/vision/prescription coverage will have the County contribute one hundred twenty-five dollars (\$125) (gross) per month into the employee's individual VEBA account.

**7. Retirees.**

Provisions governing retiree participation in County medical and dental plans are in Article 7.

**8. Default Enrollment.**

a. New full-time employees who fail to submit timely application for enrollment into the medical/dental benefit plans described in Section 1 above will be enrolled by default in the County's Major Medical plan and Moda Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits an application requesting dependent enrollment within fifteen (15) days of receiving notice of his or her default enrollment.

b. New part-time employees who fail to submit timely application for enrollment into the medical/dental benefit plans described in Section 1 above will be enrolled by default in the County's Major Medical plan and Moda Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits an application requesting dependent enrollment within fifteen (15) days of receiving notice of his or her default enrollment.

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

**a. Spouses and Domestic Partners**

**(1) Definitions**

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

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

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

(b) Has a close personal relationship.

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

(1) Are not legally married to anyone;

(2) Are each eighteen (18) years or age or older;

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

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

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



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

4                                   **(2)     Enrollment of Spouse/Domestic Partner**

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

12                               **b.     Children**

13                               **(1)     Definition.** "Eligible children" includes:

14                               i.     any biological or adoptive child of the employee or  
 15 employee's spouse/domestic partner who is under the age of twenty-six (26) or

16                               ii.    a court-appointed ward of the employee or employee's  
 17 spouse/domestic partner to the age of majority, or the age as set forth in the court  
 18 documents but not to exceed age twenty-six (26), except as permitted in (b)(1)(v) below; or

19                               iii.   anyone under the age of twenty-six (26) for whom the  
 20 employee is required by court order to provide coverage; or

21                               iv.    the newborn child of an enrolled, eligible child of the  
 22 employee or employee's spouse/domestic partner (grandchild of employee) if:.

23                               **(a).**   the parent child is under the age of twenty-six  
 24 (26) at the time of the grandchild's birth, and

25                               **(b).**   both parent child and grandchild reside with  
 26 County employee.

27                               **(v).**   An eligible dependent is enrolled under employee's  
 28 County sponsored health plan, who becomes permanently disabled prior to their twenty-  
 29 sixth (26<sup>th</sup>) birth date, may be eligible for continued health plan coverage after reaching  
 30 the usual maximum dependent age of twenty-six (26). Employees with a dependent

child in this situation should contact the County Employee Benefits Office three (3) months prior to child's twenty-sixth (26<sup>th</sup>) birth date to initiate eligibility review process.

**(2) Enrollment of Dependent Children**

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

**c. Termination of Dependent Health Plan Coverage**

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

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

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

**(3)** Employees must remove from coverage a child who has become ineligible by completing a benefit Change form and submitting completed form to the Employee Benefits Office.

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

**(5)** Dependent health plan coverage ends on the last day of the calendar month in which the termination event occurs, examples:

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

**10. When Benefits Coverage Begins and Ends.**

**a. Coverage for New Employees**

**(1) Medical and Dental Benefits.**

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

**b. Benefits Coverage for Terminating Employees**

**(1) Retirees.**

**i. County-subsidized coverage.**

Benefit options for retirees are provided for in Article 7.

**ii. Unsubsidized benefits through COBRA.**

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

**(2) Other Terminating Employees.**

**i. County-sponsored coverage.**

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

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

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

**ii. Unsubsidized benefits through COBRA.**

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

**c. Employees on Unpaid Leaves of Absence.**

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

Benefits coverage will not be affected by unpaid leaves of absence of less than thirty (30) days' duration. In these cases, unpaid cost share will be recovered from an employee when an employee returns to paid status.

**(2) FMLA/OFLA Leaves.**

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

If the employee remains on unpaid leave for more than thirty (30) days after FMLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection 3.i" below, except that the last day of FMLA leave will be deemed the employee's last day in pay status.

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

**(3) Non-FMLA/OFLA Unpaid Leaves.**

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

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

<b>Last Day In Paid Status</b>	<b>Coverage Ends</b>
<b>1<sup>st</sup> - 15<sup>th</sup> of month</b>	<b>End of the month</b>
<b>16<sup>th</sup> – 31<sup>st</sup> of month</b>	<b>End of the following month</b>

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

**ii. Continuation of coverage through COBRA.**

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

**iii. Benefits coverage upon return from a leave.**

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

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

1 the first (1<sup>st</sup>) day of the month following receipt of the completed enrollment forms by the  
2 County Employee Benefits Office.

3 **11. Flexible Spending Accounts.**

4 To the extent permitted by law, Flexible Spending Accounts (FSA), which  
5 allow employees to pay for IRS eligible expenses with pre-tax wages, will be available  
6 according to the terms of the Multnomah County Medical Expense Reimbursement Plan  
7 and Multnomah Dependent Care Assistance Plan.

8 **B. Disability.**

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

12 **2. Long-Term.** The County will provide long-term disability insurance to all  
13 members of the bargaining unit who are regularly scheduled to work at least half-time.  
14 The coverage will be the same as those in the current UNUM group policy available to  
15 Multnomah County employees.

16 **C. Amendment in Process.**

17 It is understood that certain Health and Welfare issues referred to in a letter to  
18 the Association's Attorney dated July 31, 1996, as well as certain provisions for leave  
19 sharing in the event of catastrophic illness, may be the subject of amendment for Local  
20 88 and other bargaining units. In such event, the terms and conditions of the  
21 amendment with Local 88 shall apply to this bargaining unit.

**ARTICLE 9****PROFESSIONAL RECOGNITION LEAVE**

The District Attorney may recognize deputies by awarding up to four (4) weeks of paid time off as Professional Recognition Leave, subject to the following provisions:

**1.** No more than one (1) person shall be permitted on such leave during the same period of time, unless specifically approved by the District Attorney.

**2.** The award is subject to budgetary limitations and shall be made at the discretion of the District Attorney, based on his or her determination of exemplary work and professionalism of the deputy receiving the award. The criteria includes but not limited to the following:

- A.** Integrity and professionalism.
- B.** Dedication and commitment to public service.
- C.** High ethical standards.
- D.** Meritorious work ethic.
- E.** Leadership qualities.
- F.** Community activity apart from employment.

**3.** Those considered for the award shall have ten (10) total years of service with the Multnomah County District Attorney's Office, including time served prior to resignation or other separation by deputies who had periods of interrupted service.

**4.** The deputy may request to use an amount of vacation, equal to, or less than, the amount of the award of Professional Recognition Leave, in order to lengthen the total period of leave. Such additional leave is subject to the approval of the District Attorney.

**ARTICLE 10**  
**PERSONNEL FILE**

1  
2  
3  
4       **1.     File Review.** The County, upon request, shall provide an employee the  
5 opportunity to review the employee's official personnel file. Copies of the contents of  
6 this file shall be provided at the County's expense.

7       **2.     Written Response.** The employee may respond in writing to any item  
8 placed in the official personnel file. Any written response will become a part of the file.

9       **3.     Association Copy.** The Association shall be furnished a copy of the files  
10 or any portion thereof at no expense to the Association, when and to the extent that the  
11 file information is relevant to issues of contract or grievance administration. Medical  
12 records will be disclosed by the County only upon presentation of a valid release signed  
13 by the employee. Records compiled prior to the date of employment of an employee  
14 may be withheld from disclosure to the Association or the employee.



**ARTICLE 11**  
**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 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 District Attorney's office shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each 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.

**ARTICLE 12****SAVINGS CLAUSE AND FUNDING**

1  
2  
3  
4       **1.     Savings Clause.** Should any Article, Section, or portion thereof, of this  
5 Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or  
6 any administrative agency having jurisdiction over the subject matter, such decision shall  
7 apply only to the specific Article, Section, or portion thereof directly specified in the  
8 decision. Upon the issuance of any such decision, the parties agree immediately to  
9 negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All  
10 other portions of this Agreement, and the Agreement as a whole, shall continue without  
11 interruption for the term hereof.

12       **2.     Funding.** The parties recognize that revenue needed to fund the  
13 compensation and benefits provided by the Agreement must be approved annually by  
14 established budget procedures. All such compensation and benefits are, therefore,  
15 contingent upon sources of revenue and annual budget certification by the Tax  
16 Supervising and Conservation Commission. The County has no intention of cutting the  
17 compensation and benefits specified in this agreement because of budgetary limitations,  
18 but cannot and does not guarantee any level of employment in the bargaining unit covered  
19 by this Agreement.

20       The Board of County Commissioners agrees to include in its annual budget  
21 amounts sufficient enough to fund the compensation and benefits provided by this  
22 Agreement, but makes no guarantee as to the certification of such budget pursuant to  
23 establish budget procedures under Oregon law.

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

**ARTICLE 13**  
**TERMINATION**

This Agreement shall be effective and the salary provisions of Article 7 retroactive as of July 1, 2013, and except for the Article 8 reopener in 2016, shall remain in full force and effect until the 30th day of June, 2017, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 1, 2017, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

MULTNOMAH COUNTY  
PROSECUTING ATTORNEYS  
ASSOCIATION

Traci Anderson, President

Kirsten Snowden, Vice-President

Brian Davidson, Secretary

Ryan Lufkin, Treasurer

REVIEWED:

Mark J. Makler  
Of Attorneys for Multnomah County  
Prosecuting Attorneys Association

REVIEWED:

Jenny Madkour, County Attorney  
For Multnomah County, Oregon:

By: Kathryn A. Short  
Assistant County Attorney

MULTNOMAH COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

Marissa Madrigal, Acting County Chair

Liesl Wendt, Commissioner

Loretta Smith, Commissioner

Judy Shiprack, Commissioner

Diane McKeel, Commissioner

MULTNOMAH COUNTY  
DISTRICT ATTORNEY:

Rod Underhill, District Attorney

NEGOTIATED FOR THE COUNTY BY:

Steven E. Herron  
Labor Relations Manager  
Department of County Management

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**ADDENDUM A  
SALARY TABLE  
EFFECTIVE JULY 1, 2013**

<b>I</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
<b>Semi-monthly</b>	<b>2,957.67</b>	<b>3,103.15</b>	<b>3,259.10</b>	<b>3,423.41</b>					
<b>II</b>									
<b>Semi-monthly</b>	<b>3,259.10</b>	<b>3,423.41</b>	<b>3,593.99</b>	<b>3,772.97</b>	<b>3,964.49</b>				
<b>III</b>									
<b>Semi-monthly</b>	<b>3,772.97</b>	<b>3,964.49</b>	<b>4,160.19</b>	<b>4,372.66</b>	<b>4,600.82</b>	<b>4,831.06</b>	<b>5,072.83</b>	<b>5,326.48</b>	<b>5,592.80</b>
<b>IV</b>									
<b>Semi-monthly</b>	<b>4,372.66</b>	<b>4,600.82</b>	<b>4,831.06</b>	<b>5,072.83</b>	<b>5,326.48</b>	<b>5,592.80</b>	<b>5,871.37</b>	<b>6,164.95</b>	<b>6,473.19</b>

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**ADDENDUM B**  
**RESPONSIBILITY LEVELS**

**DEPUTY DISTRICT ATTORNEY I**

This level includes newly hired deputies without substantial criminal trial experience. Responsibilities include misdemeanor and traffic case preparation, trial misdemeanor screening and issuing, traffic case negotiation, beginning domestic relations, beginning juvenile division, misdemeanor arraignments, presiding court, felony arraignments, and felony preliminary hearings. Deputies proven through time and experience may be assigned greater responsibilities involving plea negotiation, special case assignments and may try more difficult misdemeanor cases.

**DEPUTY DISTRICT ATTORNEY II**

This level includes deputies newly assigned to Circuit Court activity. Responsibilities are now focused on the screening, issuing, and prosecuting of felonies. This level would include those prosecuting primary Class C and Class B felonies, e.g., forgery, theft, burglary, robbery II and III, UUV, PCS, etc. Also, included would be subordinates in the Pretrial Unit, more senior domestic relations and more senior juvenile deputies.

**DEPUTY DISTRICT ATTORNEY III**

This level includes senior deputies with juvenile court and Circuit Court major case responsibilities. Deputies at this level have minimal administrative responsibilities but handle violent crimes against persons, complex frauds, and governmental corruption. Examples include rape, murder, assault I, automobile homicides, robbery I, economic crimes involving unusual complexity or large dollar amounts and any governmental corruption case.

**DEPUTY DISTRICT ATTORNEY IV**

This level includes deputies with major case responsibility and administrative responsibility.

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