

ANNOTATED MINUTES

Tuesday, August 18, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman arriving at 9:34 a.m.

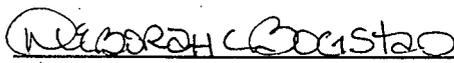
P-1 Second Reading and Possible Adoption of an ORDINANCE Amending the Bikeways Plan Map of the Comprehensive Framework Plan Policy 33C (PLEASE NOTE - PLANNING STAFF WILL BE REQUESTING A CONTINUANCE OF THIS SECOND READING TO TUESDAY, AUGUST 25, 1992 IN ORDER TO MEET STATUTORY NOTICE REQUIREMENTS)

P-2 RESOLUTION in the Matter of the Implementation of the East Multnomah County Bikeway Plan (SUBMITTED BY COMMISSIONER SHARRON KELLEY FOR CONSIDERATION WITH BIKEWAYS PLAN MAP ORDINANCE)

ED PICKERING AND JOHN DuBAY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, IT WAS UNANIMOUSLY APPROVED THAT ITEMS P-1 AND P-2 BE CONTINUED TO AUGUST 25, 1992.

There being no further business, the meeting was adjourned at 9:38 a.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad

Tuesday, August 18, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFING

B-1 Multnomah County Library Board Proposal for Stable Library Funding. Presented by Bill Naito and Library Board Members

BILL NAITO, PAUL MILLIUS, FELICIA TRADER, URSULA LeGUIN, BILL FAILING, DAVE WARREN, CHRIS LANGDON, GINNIE COOPER AND FRED NEAL PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

Tuesday, August 18, 1992 - 10:30 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-2 *Review of Agenda for Regular Meeting of August 20, 1992.*

Thursday, August 20, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

DEPARTMENT OF HEALTH

C-6 *Ratification of Amendment #1 to Intergovernmental Agreement Contract No. 104092 Between Multnomah County and Clackamas County, Reflecting a Change in the Compensation of Telephone Triage Services, for the Period Upon Execution through December 31, 1992*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, IT WAS UNANIMOUSLY APPROVED THAT C-6 BE REMOVED FROM THE CONSENT CALENDAR.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-5 AND C-7 THROUGH C-13) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

C-1 *Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 104372 Between Multnomah County, Social Services Division Alcohol and Drug Program Office and the State of Oregon, Children's Services Division, Providing \$24,472.28 in Increased Alcohol and Drug Outpatient Funds, Adding Exhibit 3 and Revising the Language and Fee Maximums in Section A of the Schedule, for the Period July 17, 1992 through June 30, 1994*

C-2 *Ratification of Intergovernmental Agreement Contract No. 102983 Between Multnomah County, Alcohol and Drug Program Office and the City of Portland, Regional Drug Initiative Office, Providing Staff Funding Assistance to the Regional Drug Initiative Pursuant to a Federal Community Partnership Grant, for the Period July 1, 1992 through December 31, 1992*

- C-3 *Ratification of Intergovernmental Agreement Contract No. 102913 Between Multnomah County, Aging Services Division and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), Providing 83,105 Door-to-Door Rides for Frail Elderly Persons for Medical Appointments and Other Needed Services, for the Period July 1, 1992 through June 30, 1993*
- C-4 *Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 103772 Between Multnomah County, Juvenile Justice Division and Portland Public School District #1, Decreasing the Project Paradigm Grant Allocation by \$450, for the Period Upon Execution through June 30, 1993*
- C-5 *Ratification of Intergovernmental Agreement Contract No. 102963 Between Multnomah County, Social Services Division Youth Program Office and the City of Portland, Providing \$91,000 Emergency Shelter for Homeless Youth Funding, for the Period July 1, 1992 through June 30, 1993*

DEPARTMENT OF HEALTH

- C-7 *Ratification of Revision #1 to Intergovernmental Agreement Contract No. 200883 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing an \$83,380 Decrease in Funds Awarded to the County for Various Programs, for the Period July 1, 1992 through June 30, 1993*
- C-8 *Ratification of Intergovernmental Agreement Contract No. 299992 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing Immigration Reform and Control Act State Legalization Impact and Assistance Grant Funds for Sanitary Surveys on Farm Labor Camp Based Public Water Systems, for the Period October 1, 1991 through September 30, 1992*
- C-9 *Ratification of Intergovernmental Agreement Contract No. 200923 Between Multnomah County and the State of Oregon, Department of Human Resources, Office of Medical Assistance Programs, Providing Reimbursement of HIV Targeted Case Management Program Services Provided by the County, for the Period May 1, 1992 through June 30, 1993*
- C-10 *Ratification of Intergovernmental Agreement Contract No. 200803 Between Multnomah County and Clackamas County, Public Health Division, Providing Disbursement of State Funds for HIV Case Management Services for Persons with Disabling HIV Disease, for the Period August 1, 1992 through April 30, 1993*
- C-11 *Ratification of Intergovernmental Agreement Contract No. 200823 Between Multnomah County and Oregon Health Sciences University, Providing Clinical Nurse Practitioner Learning Experience for M. Katherine Crabtree, DNSc, at the Mid-County Health Center, for the Period Upon Execution through June 30, 1993*

NON-DEPARTMENTAL

- C-12 *In the Matter of the Appointments of Margaret Boyles and Winzel Hamilton to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE*

C-13 *In the Matter of the Appointments of Constance Andersen, Elizabeth Davis, Augustus Morgan, Jim Nelson, Arthur Payne and Jane Walker to the PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)*

REGULAR AGENDA

NON-DEPARTMENTAL

R-1 *First Reading of an ORDINANCE Relating to the Imposition of an Excise Tax on the Provision of Utility Services; Providing for Administration and Collection; Dedicating the Revenues to a Special Fund for Library Purposes; and Related Matters*

PROPOSED ORDINANCE READ BY TITLE ONLY, COPIES AVAILABLE. COMMISSIONER BAUMAN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF THE FIRST READING. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, AN AMENDMENT TO PAGE 3, SECTION 2(F) ADDING "BUT NOT INCLUDING ANY MUNICIPAL, STATE OR FEDERAL AGENCY" WAS APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. COMMISSIONER BAUMAN EXPLANATION. JOHN DuBAY AND COMMISSIONER BAUMAN RESPONSE TO BOARD QUESTIONS. BILL NAITO, URSULA LeGUIN, PAUL MILLIUS, TERRY McCALL, YVONNE WILLIAMS, BILL FAILING, CHRISLANDON, JENNIFER VIVIANO, SHANNON MOON LEONETTI, BILL MUIR, MIKE RILEY, ROSALIE GRAFE, ALEXANDRA DOBBINS, TERENCE O'DONNELL, DOROTHY HINSCH, MARTHA ULLMAN WEST, DONIEL HART, JOLINDA OSBORNE, STAN PERRY, DONNA DENGEL AND RUSSELL PLAEGER TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE. GUSSIE McROBERT, MIKE McCOY, WILLIAM LEE WONG, EUGENE GUILLAUME, JIM COON, WALLY BRUSSE, DAVE SALHALM, STAN OGDEN, CAROLYN McGREEVY, DICK ROMANO, ELIZABETH WARMAN, TED DAVENPORT, MARY ANN HUTTON, JERRY RICHARTS, BOB WIGGIN, MARJORIE CLINTON, LYNN FRANK, MATT EMLN, TED WINNOWSKI, BOB CHAPLES, DON McINTIRE, PAUL HARRIS, STUART HALL, BONNIE WEBSTER, BILL ELLIOTT, CARL TALTOA AND DOUG MACGOWAN TESTIMONY IN OPPOSITION TO PROPOSED ORDINANCE. MR. DuBAY RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. FIRST READING OF PROPOSED ORDINANCE, AS AMENDED, APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE, AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. SECOND READING THURSDAY, AUGUST 27, 1992.

R-2 *PROCLAMATION in the Matter of Proclaiming September 1, 1992 as BLACK UNITED FUND OF OREGON DAY in Multnomah County*

COMMISSIONER BAUMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. JO ANN ALLEN READ PROCLAMATION. PROCLAMATION 92-147 UNANIMOUSLY APPROVED.

R-3 *PROCLAMATION in the Matter of Proclaiming September 7-12, 1992 as UNION LABEL WEEK in Multnomah County*

COMMISSIONER KELLEY MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF R-3. PROCLAMATION READ. PROCLAMATION 92-148 UNANIMOUSLY APPROVED.

R-4 *RESOLUTION in the Matter of Supporting the Development of a Coordinated Resources Management Program to Restore and Maintain the Environmental Quality of Johnson Creek*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. GREGORY CHEW EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. CHEW INTRODUCED KEITH WYDEN AND ELAINE HALLMARK. BOARD COMMENTS. RESOLUTION 92-149 UNANIMOUSLY APPROVED.

R-5 *RESOLUTION in the Matter of Authorizing Participation in the Joint Cable Regulation Consolidation Task Force*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-150 WAS UNANIMOUSLY APPROVED.

R-6 *RESOLUTION in the Matter of Establishing a Task Force to Review Policies and Procedures for Awarding, Monitoring and Evaluating Service Contracts*

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 92-151 WAS UNANIMOUSLY APPROVED.

R-7 *Second Reading and Possible Adoption of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, IT WAS UNANIMOUSLY APPROVED THAT R-7 BE TABLED.

MANAGEMENT SUPPORT

R-8 *RESOLUTION in the Matter of Adopting Multnomah County's Investment Policy*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-152 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-9 *Budget Modification DSS #3 Authorizing Addition of \$100,000 in Dedicated State Economic Development Funds to the Juvenile Justice Division Budget to Support the Youth Employment and Empowerment Project*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. LOLENZO POE AND JANA McLELLAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-10 *PUBLIC HEARING to Consider Adoption of an ORDER in the Matter of Transfer of Certain Tax Foreclosed Property to the City of Portland for a Continuing Public Use*

COMMISSIONER ANDERSON MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. HEARING HELD, NO ONE WISHED TO TESTIFY. ORDERS 92-153, 92-154, 92-155 AND 92-156 UNANIMOUSLY APPROVED.

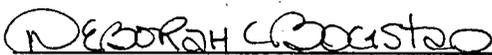
DEPARTMENT OF HEALTH

C-6 *Ratification of Amendment #1 to Intergovernmental Agreement Contract No. 104092 Between Multnomah County and Clackamas County, Reflecting a Change in the Compensation of Telephone Triage Services, for the Period Upon Execution through December 31, 1992*

COMMISSIONER HANSEN COMMENTS. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, C-6 WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 12:47 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

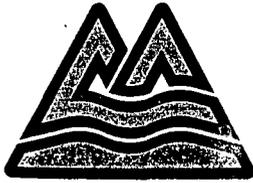

Deborah L. Bogstad

Thursday, August 20, 1992 - 1:30 - 4:00 PM
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session
Pursuant to ORS 192.660(1)(d) for the Purpose of Labor Negotiator Consultations*

EXECUTIVE SESSION HELD.



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 S.W. FIFTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 17 - 21, 1992

- Tuesday, August 18, 1992 - 9:30 AM - Planning ItemsPage 2
- Tuesday, August 18, 1992 - 9:30 AM - Board BriefingPage 2
- Tuesday, August 18, 1992 - 10:30 AM - Agenda ReviewPage 2
- Thursday, August 20, 1992 - 9:30 AM - Regular MeetingPage 2
- Thursday, August 20, 1992 - 1:30 PM - Executive Session . . .Page 5

Thursday Meetings of the Multnomah County Board of Commissioners are taped and can be seen at the following times:

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
- Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
- Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

INDIVIDUALS WITH DISABILITIES MAY CALL THE OFFICE OF THE BOARD CLERK AT 248-3277 OR 248-5222 OR MULTNOMAH COUNTY TDD PHONE 248-5040 FOR INFORMATION ON AVAILABLE SERVICES AND ACCESSIBILITY.

Tuesday, August 18, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 Second Reading and Possible Adoption of an ORDINANCE Amending the Bikeways Plan Map of the Comprehensive Framework Plan Policy 33C (PLEASE NOTE - PLANNING STAFF WILL BE REQUESTING A CONTINUANCE OF THIS SECOND READING TO TUESDAY, AUGUST 25, 1992 IN ORDER TO MEET STATUTORY NOTICE REQUIREMENTS)
- P-2 RESOLUTION in the Matter of the Implementation of the East Multnomah County Bikeway Plan (SUBMITTED BY COMMISSIONER SHARRON KELLEY FOR CONSIDERATION WITH BIKEWAYS PLAN MAP ORDINANCE)
-

Tuesday, August 18, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Multnomah County Library Board Proposal for Stable Library Funding. Presented by Bill Naito and Library Board Members. 9:30 AM TIME CERTAIN, ONE HOUR REQUESTED.
-

Tuesday, August 18, 1992 - 10:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of August 20, 1992.
-

Thursday, August 20, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF SOCIAL SERVICES

- C-1 Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 104372 Between Multnomah County, Social Services Division Alcohol and Drug Program Office and the State of Oregon, Children's Services Division, Providing \$24,472.28 in Increased Alcohol and Drug Outpatient Funds, Adding Exhibit 3 and Revising the Language and Fee Maximums in Section A of the Schedule, for the Period July 17, 1992 through June 30, 1994

- C-2 Ratification of Intergovernmental Agreement Contract No. 102983 Between Multnomah County, Alcohol and Drug Program Office and the City of Portland, Regional Drug Initiative Office, Providing Staff Funding Assistance to the Regional Drug Initiative Pursuant to a Federal Community Partnership Grant, for the Period July 1, 1992 through December 31, 1992
- C-3 Ratification of Intergovernmental Agreement Contract No. 102913 Between Multnomah County, Aging Services Division and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), Providing 83,105 Door-to-Door Rides for Frail Elderly Persons for Medical Appointments and Other Needed Services, for the Period July 1, 1992 through June 30, 1993
- C-4 Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 103772 Between Multnomah County, Juvenile Justice Division and Portland Public School District #1, Decreasing the Project Paradigm Grant Allocation by \$450, for the Period Upon Execution through June 30, 1993
- C-5 Ratification of Intergovernmental Agreement Contract No. 102963 Between Multnomah County, Social Services Division Youth Program Office and the City of Portland, Providing \$91,000 Emergency Shelter for Homeless Youth Funding, for the Period July 1, 1992 through June 30, 1993

DEPARTMENT OF HEALTH

- C-6 Ratification of Amendment #1 to Intergovernmental Agreement Contract No. 104092 Between Multnomah County and Clackamas County, Reflecting a Change in the Compensation of Telephone Triage Services, for the Period Upon Execution through December 31, 1992
- C-7 Ratification of Revision #1 to Intergovernmental Agreement Contract No. 200883 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing an \$83,380 Decrease in Funds Awarded to the County for Various Programs, for the Period July 1, 1992 through June 30, 1993
- C-8 Ratification of Intergovernmental Agreement Contract No. 299992 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing Immigration Reform and Control Act State Legalization Impact and Assistance Grant Funds for Sanitary Surveys on Farm Labor Camp Based Public Water Systems, for the Period October 1, 1991 through September 30, 1992
- C-9 Ratification of Intergovernmental Agreement Contract No. 200923 Between Multnomah County and the State of Oregon, Department of Human Resources, Office of Medical Assistance Programs, Providing Reimbursement of HIV Targeted Case Management Program Services Provided by the County, for the Period May 1, 1992 through June 30, 1993

- C-10 Ratification of Intergovernmental Agreement Contract No. 200803 Between Multnomah County and Clackamas County, Public Health Division, Providing Disbursement of State Funds for HIV Case Management Services for Persons with Disabling HIV Disease, for the Period August 1, 1992 through April 30, 1993
- C-11 Ratification of Intergovernmental Agreement Contract No. 200823 Between Multnomah County and Oregon Health Sciences University, Providing Clinical Nurse Practitioner Learning Experience for M. Katherine Crabtree, DNSc, at the Mid-County Health Center, for the Period Upon Execution through June 30, 1993

NON-DEPARTMENTAL

- C-12 In the Matter of the Appointments of Margaret Boyles and Winzel Hamilton to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
- C-13 In the Matter of the Appointments of Constance Andersen, Elizabeth Davis, Augustus Morgan, Jim Nelson, Arthur Payne and Jane Walker to the PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 First Reading of an ORDINANCE Relating to the Imposition of an Excise Tax on the Provision of Utility Services; Providing for Administration and Collection; Dedicating the Revenues to a Special Fund for Library Purposes; and Related Matters
- R-2 PROCLAMATION in the Matter of Proclaiming September 1, 1992 as BLACK UNITED FUND OF OREGON DAY in Multnomah County
- R-3 PROCLAMATION in the Matter of Proclaiming September 7-12, 1992 as UNION LABEL WEEK in Multnomah County
- R-4 RESOLUTION in the Matter of Supporting the Development of a Coordinated Resources Management Program to Restore and Maintain the Environmental Quality of Johnson Creek
- R-5 RESOLUTION in the Matter of Authorizing Participation in the Joint Cable Regulation Consolidation Task Force
- R-6 RESOLUTION in the Matter of Establishing a Task Force to Review Policies and Procedures for Awarding, Monitoring and Evaluating Service Contracts
- R-7 Second Reading and Possible Adoption of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government (FROM AUGUST 13, 1992)

MANAGEMENT SUPPORT

R-8 RESOLUTION in the Matter of Adopting Multnomah County's Investment Policy

DEPARTMENT OF SOCIAL SERVICES

R-9 Budget Modification DSS #3 Authorizing Addition of \$100,000 in Dedicated State Economic Development Funds to the Juvenile Justice Division Budget to Support the Youth Employment and Empowerment Project

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-10 PUBLIC HEARING to Consider Adoption of an ORDER in the Matter of Transfer of Certain Tax Foreclosed Property to the City of Portland for a Continuing Public Use

Thursday, August 20, 1992 - 1:30 - 4:00 PM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for the Purpose of Labor Negotiator Consultations. TWO AND A HALF HOURS REQUESTED.

Meeting Date: AUGUST 20, 1992

Agenda No.: E-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: EXECUTIVE SESSION

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING August 20, 1992
(date) (date)

DEPARTMENT NON-DEPARTMENTAL DIVISION EMPLOYEE RELATIONS

CONTACT Kenneth Upton TELEPHONE 248-5135 or 2168

PERSON(S) MAKING PRESENTATION Kenneth Upton

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Two and a Half Hours

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Executive Session Pursuant to ORS 192.660(1)(d) for the Purpose of Labor Negotiator Consultations.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Kenneth Upton*

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 12 AM 11:44
MULTNOMAH COUNTY
OREGON

HANDOUT LIST

1. Value of the 1992-95 Local 88 Contract.
 - Memorandum from Ellen Ullrick, August 20, 1992.
2. Dave Warren's "1% Memo" of August 3, 1992.
3. Approximate effect of Special Adjustments.
4. Options on Money Local 88 - August 20, 1992.
5. Reasons why Option 3.A. Deemed Best.
6. Cover Memo and Summary of Union Reaction to County Proposal, August 20.
7. Options on Volunteers.
8. Positive Effect of Suggested Contract for County.

2023L

**MULTNOMAH COUNTY OREGON**GLADYS MCCOY
COUNTY CHAIREMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202**MEMORANDUM**TO: Kenneth Upton
Labor Relations ManagerFROM: Ellen Ullrick *ELU*
Labor Relations Specialist

DATE: August 20, 1992

SUBJECT: Value of the 1992-95 Local 88 contract; growth in the size of the unit since 1988

According to Dave Warren's latest cost memorandum the current base plus roll-ups for Local 88 is \$71,911,500. With a 5% cash flow and 7.6% on rates the first year, and CPI increases of 3% the second and third years the value of the Local 88 contract would be as follows:

\$75,507,075 1992-93
\$79,698,077 1993-94
\$82,089,019 1994-95
\$237,294,171 Total

We signed the previous fully negotiated contract with Local 88 in September 1988. In December 1988 there were 1,283 Local 88 employees; in June 1992 there were 2,113, or a 65% increase of 830 employees. Substantial numbers of the new Local 88 employees were acquired through transfers from other organizations, such as the acquisition of the county library system and the parole and probation function under Option 1. Therefore, not only is the Local 88 bargaining unit larger than it was in 1988, but it is also considerably more diverse.

File: Local 88 Bargaining Binder

WPDATA\gnr14 ELU

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
 GLADYS McCOY
 PAULINE ANDERSON
 GARY HANSEN
 RICK BAUMAN
 SHARRON KELLEY

PLANNING & BUDGET
 PORTLAND BUILDING
 1120 S.W. FIFTH - ROOM 1400
 P. O. BOX 14700
 PORTLAND, OR 97214
 PHONE (503)248-3883

TO: Ellen Ullrick, Labor Relations

FROM: David Warren, Planning & Budget *DCW*

DATE: August 3, 1992

SUBJECT: AFSCME Local 88 One Percent Cost Figures

Each 1% increase in Local 88 base this year would result in approximately \$720,000 in increased cost to Multnomah County, including benefits costs.

The bargaining unit represents 2,189 budgeted FTE whose total budgeted base pay is \$54,898,466 in the 1992-93 Adopted Budget.

One percent of straight-time base wages is \$548,985. "Rollup" benefit costs (the costs that vary with changes in base pay) differ between departments and funding sources. I refer you to page A-4 in the Appendix of the 1992-93 Budget Preparation Manual for the relevant percentages used to cover the costs of Workers Compensation and Liability Insurance. However, the average percentages for the bargaining unit work out to the following:

Rollup Category	Average Percent	Avg. 1% Cost
<i>FICA</i>	7.65%	\$ 41,997
<i>P.E.R.S</i>	19.10%	104,857
<i>Tri-Met Tax</i>	0.37%	2,031
Workers Compensation	1.77%	9,716
Liability Insurance	0.50%	2,763
<i>Unemployment</i>	0.25%	1,369
<i>Retiree Medical</i>	1.35%	<u>7,398</u>
Average "Rollup" Cost, each 1%	30.99%	\$ 170,131

Because these rates differ materially from one fund and department to another, I have attached a two page spreadsheet showing the amounts and combined rollup percentages for each department/fund combination as well as the countywide average for each kind of Insurance. Note that the percentages for FICA, PERS, Tri-Met tax, unemployment insurance, and Retiree Medical contribution (italicized above) do not vary between funds and departments.

1992-93 BUDGETED AMOUNTS - Local 88

	Total FTE By Fund	5100
GENERAL		
DSS	147	3,860,906
HD	44	1,216,997
DCC	55	1,469,723
DIST ATT	71	1,617,108
MCSO	150	3,466,924
DES A	111	2,656,874
DES B		0
NOND	56	1,359,606
Subtotal	633	15,648,138
FED/STATE		
DSS	330	8,735,401
HD	319	7,106,085
DCC	186	5,647,452
DIST ATT	21	489,188
MCSO	6	156,620
NOND	3	60,194
Subtotal	864	22,194,940
JAIL LEVY		
HD	2	51,284
DCC	4	103,542
MCSO	32	755,091
DES	2	57,856
Subtotal	41	967,773
ROAD (150)		
BRIDGES (161)	113	3,104,861
LIBRARY (162)	30	783,391
CABLE TV (163)	276	5,894,135
FAIR (164)	1	23,267
DATA PROCESSING (403)	0	0
A&T FUND (175)	44	1,434,258
RECREATION (330)	124	3,236,484
INSURANCE (400)	24	584,386
FLEET (401)	5	102,007
MAIL/DISTRIBUTION (404)	22	608,688
TELEPHONE (402)	8	161,301
Subtotal	6	154,837
Subtotal	652	16,087,615
TOTAL	<u>2,189</u>	<u>54,898,466</u>
1% w/o rollups		548,985
1% with rollups		719,116

Average rollup rates

1992-93 BUDGETED AMOUNT:

BREAKOUT OF INSURANCE ROLLUPS

	UNEMPLOY	WORK COMP	LIAB/PROP	RETIREE	SUBTOTAL INSURANCE ROLLUPS	FICA/TRI-MET & PERS ROLLUP	TOTAL ROLLUP	PERCENTAGE ROLLUP
	0.0025		0	0.0135				
GENERAL								
DSS	9,652	44,400	9,652	52,122	115,827	1,047,078	1,162,905	30.12%
HD	3,042	13,995	3,042	16,429	36,510	330,050	366,559	30.12%
DCC	3,674	24,985	8,818	19,841	57,319	398,589	455,908	31.02%
DIST ATT	4,043	27,491	9,798	21,831	63,163	438,560	501,722	31.03%
MCSO	8,667	119,609	41,603	46,803	216,683	940,230	1,156,913	33.37%
DES A	6,642	49,152	11,956	35,868	103,618	720,544	824,162	31.02%
DES B	0	0	0	0	0	0	0	0.00%
NOND	3,399	16,315	3,399	18,355	41,468	368,725	410,193	30.17%
Subtotal	39,120	295,948	88,269	211,250	634,588	4,243,775	4,878,363	31.18%
						0	0	
FED/STATE								
DSS	21,839	100,457	21,839	117,928	262,062	2,369,041	2,631,103	30.12%
HD	17,765	81,720	17,765	95,932	213,183	1,927,170	2,140,353	30.12%
DCC	14,119	96,007	33,885	76,241	220,251	1,531,589	1,751,840	31.02%
DIST ATT	1,223	8,316	2,964	6,604	19,107	132,668	151,775	31.03%
MCSO	392	5,403	1,879	2,114	9,789	42,475	52,264	33.37%
NOND	150	722	150	813	1,836	16,325	18,161	30.17%
Subtotal	55,487	292,626	78,482	299,632	726,227	6,019,268	6,745,495	30.39%
						0	0	
JAIL LEVY								
HD	128	590	128	692	1,539	13,908	15,447	30.12%
DCC	259	1,760	621	1,398	4,038	28,081	32,119	31.02%
MCSO	1,888	26,051	9,061	10,194	47,193	204,781	251,974	33.37%
DES	145	1,070	260	781	2,256	15,691	17,947	31.02%
Subtotal	2,419	29,471	10,071	13,065	55,026	262,460	317,486	32.81%
						0	0	
ROAD (150)								
BRIDGES (161)	7,762	128,852	38,811	41,916	217,340	842,038	1,059,379	34.12%
LIBRARY (162)	1,958	32,511	9,792	10,576	54,837	212,456	267,293	34.12%
CABLE TV (163)	14,735	67,783	14,735	79,571	176,824	1,598,489	1,775,313	30.12%
FAIR (164)	58	430	105	314	907	6,310	7,217	31.02%
						0	0	
DATA PROCESSING (403)								
A&T FUND (175)	3,586	26,534	6,454	19,362	55,936	388,971	444,907	31.02%
RECREATION (330)	8,091	42,074	13,270	43,693	107,128	877,734	984,862	30.43%
INSURANCE (400)	1,461	24,252	7,305	7,889	40,907	158,485	199,393	34.12%
FLEET (401)	0	0	0	0	0	27,664	27,664	27.12%
MAIL/DISTRIBUTION (404)	1,522	25,261	7,609	8,217	42,608	165,076	207,684	34.12%
TELEPHONE (402)	403	2,984	726	2,178	6,291	43,745	50,036	31.02%
Subtotal	39,964	353,545	99,503	215,806	708,817	4,362,961	5,071,779	31.53%
TOTAL	<u>136,991</u>	<u>971,590</u>	<u>276,325</u>	<u>739,752</u>	<u>2,124,658</u>	<u>14,888,464</u>	<u>17,013,122</u>	<u>30.99%</u>
1% w/o rollups								
1% with rollups								
Average rollup rates	0.0025	0.0177	0.0050	0.0135				

Approximate
Effect of Special
Adjustments and Other
Costs

Against First Year Cash Flow

Against Ongoing Limit*

• Special Adjustments	\$ 114,469	\$ 197,945
• Kaiser \$5-\$1 versus going to ODS 80/90.	_____	23,000
• LTD Medical July 1, 1993	_____	63,385
• Auto Allowance (Nurses Level)	31,000	31,000
• Step Increase for Part-time Annual	51,000	51,000
TOTAL	\$ 196,469	\$ 309,283 ^{366,336}

2022L

* Note: Does not include savings from conversion to twice monthly payroll.

Options on Money
Local 88 - August 20, 1992

(Note: All options assume additional .5% to .6% cost of special adjustments, etc.)

Where We Are (Off the record.)

Option
1

- 3% July 1, 1992
- 3% January 1, 1993

- CPI July 1, 1993 Min. 2.5% - Max. 4%
- CPI July 1, 1993 Min. 2.5% - Max. 4%

What the Union "Wants" with all Their Off the Record Language Demands

Option
2

- 3% July 1, 1992
- 3% January 1, 1993

- CPI July 1, 1993 Min. 3.5% - Max. 5%
- CPI July 1, 1994 Min. 3.5% - Max. 5.5%
(Or no cap.)

What Labor Relations Recommends

The Optimal Option from a Labor Relations Perspective

Option
3A

- 4% July 1, 1992
- 3% 1993 (To meet cash flow of 5%.)

- CPI July 1, 1993 Min. 2.5% - Max. 4%
- CPI July 1, 1994 Min. 2.5% - Max. 4.5%

A Reasonable Labor Relations Alternative

Option
3B

- 3% July 1, 1992
- 3% January 1, 1993

- CPI July 1, 1993 Min. 2.5% - Max. 4%
- "Kicker" January 1, 1994 1%
- CPI July 1, 1994 Min. 2.5% - Max. 4.5%

Reasons Why
Option 3A.
Deemed
Best

- Union a "winner."
- Puts "catch up" behind us as a Labor Relations issue.
- By meeting CPI, clear statement of thanks to Union and employees for the wage freeze and continuing effects of cash flow loss.
- Message of good faith to Union, since they were forthcoming in responding to our draft "final offer" and yet we still have a number of "no's."
- Positive end to a tough bargaining process.
- Greatly eases the "sell" of this contract to a membership which resists change, no matter how positive.



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Kenneth Upton, Labor Relations Manager

DATE: August 20, 1992

SUBJECT: Summary of Union Reaction to County Proposal

Attached is a summary of all the changes which the Union suggested be made to the County's Off the Record Compromise Offer. Due to lack of time, I have included a brief staff response as to the preliminary direction which I plan to take. In the case of clear policy issues, or matters which the Union has expressed some passion which I believed to be genuine, I have bolded the item.

2020L/KU/js

Attachment

Article	Change and Union Remarks	Chief Spokesperson View
Article 1, Preamble	None.	
Article 2, Definitions	Union wishes all supervisory functions under the contract performed by exempt supervisors.	No.
Article 3, Recognition	<ul style="list-style-type: none"> • <u>Section 1.b. (page 1 of 4)</u> Question: Is forty hours in two work weeks to remain the dividing line as to whether in or out of unit. 	Yes.
	<ul style="list-style-type: none"> • <u>Section 1.d. (page 2 of 4, line 1-2)</u> Wish to eliminate "managerial" term, here and elsewhere. 	<ul style="list-style-type: none"> • Counter offer.
	<ul style="list-style-type: none"> • Utilization of Non-Bargaining Unit Employees. 	<ul style="list-style-type: none"> • Counter offer on volunteers.
Article 4, Management Rights	None.	
Article 5, Union Security	None.	
Article 6, No Strike Clause	None.	
Article 7, Holiday	<ul style="list-style-type: none"> • Need for effective date. 	Will supply.
	<ul style="list-style-type: none"> • <u>Section 1.a. (page 2 of 6, lines 8-10)</u> Need to deal with days off which are scheduled, not Leave of Absence. 	Yes.
	<ul style="list-style-type: none"> • <u>Section 1.b.2. (page 3 of 6)</u> Limit to employees in irregular status. As a result of "special agreement", and "work" to "are scheduled". 	No, but...
	<ul style="list-style-type: none"> • Questions regarding meaning of Sections 3.a. and b. (page 5 and 6 of 6). 	Clarify.
Article 8, Vacation Leave	<ul style="list-style-type: none"> • Want effective date of July 1. 	<ul style="list-style-type: none"> • As quickly as administratively practicable.
Article 9, Sick Leave	<ul style="list-style-type: none"> • <u>Section 1.d. (page 1 of 5)</u> Spell out detail of Resolution. 	Yes, if time.

Article	Change and Union Remarks	Chief Spokesperson View
Article 9, Sick Leave	<ul style="list-style-type: none"> • <u>Section 3, High Sick Leave Utilization (page 2 of 5).</u> 	No, but...
	<ul style="list-style-type: none"> • <u>Section 7 Insert (page 5 of 5).</u> Spell out details of contracts. 	<ul style="list-style-type: none"> • Yes, if time.
Article 10, Other Leaves	No change.	
Article 11, Health and Welfare	<ul style="list-style-type: none"> • <u>Section 1.b.</u> Spell out terms of contract. Document medical, etc. 	<ul style="list-style-type: none"> • Yes, if time.
	<ul style="list-style-type: none"> • <u>Section 2.b.</u> Spell out terms of Dental contracts. 	<ul style="list-style-type: none"> • Yes, if time.
	Side questions and discussions regarding time mechanisms and Premium Conversion Plan.	<ul style="list-style-type: none"> • Include In Contract.
	<ul style="list-style-type: none"> • <u>Section 5 (page 4 of 12)</u> Question regarding effective date of Domestic Partners. Suggested now. 	<ul style="list-style-type: none"> • July 1, 1993.
	<ul style="list-style-type: none"> • Desire addenda L and K not to include married. 	<ul style="list-style-type: none"> • Discuss with Maureen and Merrie.
	<ul style="list-style-type: none"> • <u>Section 14 (page 10 of 12) Drug and Alcohol Policy.</u> 	
	<ul style="list-style-type: none"> • Spell out plan. 	<ul style="list-style-type: none"> • Place in Addendum.
	<ul style="list-style-type: none"> • <u>Section 14.c. (page 11 of 12)</u> Ensure that "certified in writing to the Union a list of supervisors who were trained. Uncertified supervisors may not send people for testing. 	<ul style="list-style-type: none"> • Yes, develop alternative mechanism.
Article 13, General Work Provisions	Sections 1 and 2, (Page 1 and 2 of 6) Leave like old contract.	No.
	<u>Section 3 (2 of 6)</u> Work schedules leave current posting in place.	Yes, maybe.
	<u>Section 9 (page 6 of 6)</u> Eliminate ORS reference. Feels does nothing.	Maybe, technical review.

Article	Change and Union Remarks	Chief Spokesperson View
Article 14, Compensation	<ul style="list-style-type: none"> • Want 3%/3% to Compound. 	Discuss with Board.
	<ul style="list-style-type: none"> • Want two steps at top of Medical Examiner and Pathologist Assistant. 	<ul style="list-style-type: none"> • Consider.
	<ul style="list-style-type: none"> • Suggest 3.5 to 5% (or no max) on CPI Clause, second year; 3.5% to 5.5% third year. 	<ul style="list-style-type: none"> • Discuss alternative with Board.
	<ul style="list-style-type: none"> • <u>Section 3 (page 5 of 14 semimonthly</u> State as "twice monthly payroll period" and specify dates for payday (suggest 10th and 27th). 	<ul style="list-style-type: none"> • Under positive consideration with dates to be decided.
	<ul style="list-style-type: none"> • <u>Section 5.d.</u> Eliminate reference to FLSA for 4 hour minimum. 	<ul style="list-style-type: none"> • Will consider, technical.
	<ul style="list-style-type: none"> • <u>Section 6 (page 9 of 14)</u> Intent of new language. 	<ul style="list-style-type: none"> • Clarify.
	<ul style="list-style-type: none"> • Still want premium shift with 5 or more hours in shift regardless of start time. 	<ul style="list-style-type: none"> • No.
	<ul style="list-style-type: none"> • <u>Section 10 Working in a Higher Classification</u> Wants to eliminate "replacement" language. 	<ul style="list-style-type: none"> • No.
Article 15, Anniversary Step	Effective Date only.	Specify.
Article 16, Pensions	<ul style="list-style-type: none"> • Police and Fire for Corrections Counselors. 	<ul style="list-style-type: none"> • No.
	<ul style="list-style-type: none"> • <u>Section 5 (page 2 of 2) Medical Insurance</u> Specify terms. 	<ul style="list-style-type: none"> • Yes, if time.
Article 17, Disciplinary Action	<ul style="list-style-type: none"> • <u>Section 1 (1 of 2)</u> In a timely manner in good faith for cause. 	<ul style="list-style-type: none"> • A technical variation may be possible.
Article 18, Settlement of Disputes	<ul style="list-style-type: none"> • <u>Bolded language (page 2) regarding meeting</u> Specify more clearly those present. Hold meeting at Step 1 or 2. 	<ul style="list-style-type: none"> • Yes. • Yes.
	<ul style="list-style-type: none"> • <u>Section 2.d. (page 5 of 5)</u> Eliminate. 	<ul style="list-style-type: none"> • Plainer language.

Article	Change and Union Remarks	Chief Spokesperson View
Article 19, Contract Work	None.	
Article 20, Workers' Compensation	None.	
Article 21, Seniority and Layoff	<ul style="list-style-type: none"> All pending grievances regarding seniority to be granted. 	<ul style="list-style-type: none"> Under consideration.
	<ul style="list-style-type: none"> <u>Section 6.e. (page 13 of 16)</u> Remove "if they can prove" in line one. 	<ul style="list-style-type: none"> Yes.
	<ul style="list-style-type: none"> <u>Line 10</u> Grievance at Step 3 rather than 1. 	<ul style="list-style-type: none"> Yes.
	<ul style="list-style-type: none"> <u>Section 6.f.3 (page 14 of 16)</u> Remove "or on-call". 	<ul style="list-style-type: none"> Yes.
	<ul style="list-style-type: none"> <u>Section 7 (page 15 of 16)</u> Rewrite so other bargaining units also restricted. 	<ul style="list-style-type: none"> Yes.
Article 22, Shift and Work Assignment	<ul style="list-style-type: none"> <u>Section 3 (page 4 of 5)</u> Want transfer as mandatory between departments of three transfer applicants. 	<ul style="list-style-type: none"> No, but...
Article 23, General Personnel Procedures	None.	
Article 24, General Provisions	<ul style="list-style-type: none"> <u>Section 1.a. (page 1 of 8)</u> Refer to ADA and law rather than handicapped. 	<ul style="list-style-type: none"> Yes.
	<ul style="list-style-type: none"> <u>Section 1.b. (page 1 of 8)</u> Remove elimination of or "for any other" clause. 	<ul style="list-style-type: none"> No, or rewrite.
	<ul style="list-style-type: none"> <u>Section 4 (page 3 of 8)</u> Allow Union representative to participate in orientation. 	<ul style="list-style-type: none"> No, but...
	<ul style="list-style-type: none"> <u>Section 7 (page 5 of 8)</u> Eliminate our proposed restriction of ERC meetings to Countywide issues. 	<ul style="list-style-type: none"> Yes.
	<ul style="list-style-type: none"> <u>Section 8 (page 6 of 8)</u> Eliminate our proposal to have Union pay its own members in negotiations. 	<ul style="list-style-type: none"> Yes.

Article	Change and Union Remarks	Chief Spokesperson View
Article 23, General Personnel Procedures	<ul style="list-style-type: none"> Section 10 (page 8 of 8) Add that "County liable if fails to provide secure environment. 	<ul style="list-style-type: none"> Being rewritten with advice of Counsel.
	<ul style="list-style-type: none"> New Section 11 Bargaining unit lead workers and other supervisory workers will be limited in supervisory duties to assignment work. 	<ul style="list-style-type: none"> No.
Article 25, Savings Clause and Funding	None.	
Article 26, Entire Agreement	None.	
Article 27, Termination	None.	
Addendum A, Inclusions	None.	<ul style="list-style-type: none"> Working on one glitch in DA's Office.
Addenda B and C, Payroll and People Forms	None.	
Addendum D, Leadworker	None.	
Addendum E	<ul style="list-style-type: none"> Section 1.c. Commercial Driver's License (page 1 of 10) Spell out. 	<ul style="list-style-type: none"> Yes, if time.
	<ul style="list-style-type: none"> Section 1.d. (page 2 of 10) regarding <u>Second Language Requirements</u> Strike language. How about "if hire a teacher to teach a language." 	<ul style="list-style-type: none"> No, but may work on language regarding extreme situations.
	<ul style="list-style-type: none"> Section "I" (page 5 of 10) regarding <u>Animal Control</u> Spell out. 	<ul style="list-style-type: none"> Yes, if time.
	<ul style="list-style-type: none"> Section 4 (page 10 of 10) Leave in current sign up language. 	<ul style="list-style-type: none"> Consult with Sheriff's Office.
	<ul style="list-style-type: none"> Spell out Memo of Exception. 	<ul style="list-style-type: none"> Yes, if time.
Addendum H	<ul style="list-style-type: none"> Section 1 (page 9 of 25) regarding <u>Forty Hour Week</u> Knock out "good faith effort" and guarantee movement to 40 hour week within 90 days. 	<ul style="list-style-type: none"> Yes, if Board agrees.

Article	Change and Union Remarks	Chief Spokesperson View
Addendum H	<ul style="list-style-type: none"> Section 2 (page 10 of 25) regarding Waiver Eliminate individual waiver. 	<ul style="list-style-type: none"> Consult with Library
Elimination of Old J and K, Addenda on outstanding issues and departments.	None.	
New Addendum I (old L)	<ul style="list-style-type: none"> Section 2.a. (page 3 of 5) Specify eligible classifications. 	<ul style="list-style-type: none"> Maybe.
	<ul style="list-style-type: none"> Section 4 (page 5 of 5) Spellout. 	<ul style="list-style-type: none"> Yes, if time.
Addendum J and K	<ul style="list-style-type: none"> Eliminate all new requirement for married couples. Interfaces with acceptance by membership. 	<ul style="list-style-type: none"> Consult with Merrie Ziady and Maureen Leonard.

WP51\kuchartjs

Options on Volunteers

- Option 1 Absolute Right.
- Option 2 Drop any proposal.
- Option 3 Contracting Out Restrictions.
- Option 4 Layoff Restriction.

Positive Effects of
Suggested Contract
for
County

- Three-year contract.
- Maintain 5% cash flow the first year.
- Closure on rate "catch up" for freeze.
- Reasonable Cost of Living clauses in second and third year.
- Completed philosophical shift on Health and Welfare systems to systems which are managed with a focus on catastrophic coverage and preventative care.
- Closure on the issue of Health and Welfare for Retirees.
- Major clarification on contract systems dealing with part-time employees.
- Reasonable suspicion drug testing program.
- Clarification of management rights in areas of workload and volunteers(?).
- Finishes most crucial elements of Library transition.
- Allows twice-monthly payroll.

DRAFT

1 A G R E E M E N T

2 Between

3 MULTNOMAH COUNTY, OREGON

4 and

5 MULTNOMAH COUNTY EMPLOYEES UNION

6 LOCAL 88, AFSCME, AFL-CIO

7
8
9 ARTICLE 1

10 PREAMBLE

11
12 This Agreement is entered into by Multnomah
13 County, Oregon, hereinafter referred to as the County, and
14 Local 88, of the American Federation of State, County and
15 Municipal Employees, AFL-CIO, hereinafter referred to as
16 the Union.

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

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

25
26 ARTICLE 1. PREAMBLE

1 calendar year probationary period. [~~Part-time-employees~~ |
2 ~~hired-prior-to-that-date-shall-serve-a-probationary-period~~ |
3 ~~in-accordance-with-the-prior-settlement-agreement-between~~ |
4 ~~the-parties.~~] During the period of probation, the |
5 employee may be dismissed without recourse to the
6 grievance procedure if in the opinion of the employee's
7 supervisor his or her continued service would not be in
8 the best interest of the County.

9 **Department.** A "Department" is any organization
10 so deemed by the Board of County Commissioners. The
11 Office of the Sheriff and the Office of the District
12 Attorney shall also be deemed Departments for purposes of
13 this Agreement. Nondepartmental employees currently
14 assigned to the Office of the Chair shall be deemed in a
15 department for purposes of this Agreement until and if
16 they are reorganized into a departmental structure. The
17 Labor Relations Manager shall be deemed "Department
18 Director" for any functional purpose of this Agreement for
19 such employees.

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

1 d. Supervisory, confidential, [and] |
2 professional, [employees] and managerial employees as |
3 mutually determined by the parties. In the event of |
4 disagreement as to the status of newly created or modified |
5 classifications or positions, [~~or positions or~~ |
6 ~~classifications in potential dispute as stated in the~~ |
7 ~~bargaining process,~~] determination of status shall be in |
8 accordance with unit clarification procedures as provided |
9 by Oregon law. [~~The list of existing classifications or~~ |
10 ~~positions in potential dispute cited in the bargaining~~ |
11 ~~process may not be added to during the term of the~~ |
12 ~~contract. Furthermore, the Union in no way acknowledges~~ |
13 ~~that the listed positions or classifications are exempted.~~]

14 [Hereinafter,] P[ro]fessional |
15 employees shall be defined as all professional |
16 consultants, independent auditors, and their assigned |
17 staff, medical professionals such as doctors, dentists and |
18 medical specialists, attorneys, professional engineers and |
19 all other unclassified exempt professional personnel |
20 retained by the County to provide specific expertise to |
21 the County.

22 [~~A list of positions will be provided~~ |
23 ~~by the County.~~] |

24 e. Elected officials and their directly |
25 appointed staff.

1 2. Continuation of Existing Unit: Supervisory,
2 Confidential, Professional and Managerial

3 Except for the special provision for
4 reviewing newly created or modified classification or
5 positions as per l.d. above, the parties have mutually
6 determined that as of the execution date of this agreement
7 all supervisory, confidential, professional, and
8 managerial employees as of that date are those in
9 classifications and/or positions so excluded as of the
10 execution date of this Agreement. Any other challenges
11 regarding ^{such} classifications or positions by the parties
12 shall be in accordance with the "window period" provisions
13 of Oregon law during FY 1994-1995.

14 3. [2-] Temporary List |

15 The County shall, on a monthly basis,
16 provide the Union a "Notice of Hiring" for the temporary
17 employees retained setting forth the job title, rate of
18 pay, organization, and duration of employment and such
19 other relevant information as may be reasonably obtained
20 from the County's personnel data base.

21 4. [3-] Certification of Union Officers |

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

1 5. [4-] Certification of County Designee |

2 The County Chair, [and-Multnomah-County] the |
3 Sheriff, and the District Attorney will provide to the
4 President and/or Business Agent of Local 88 written
5 certification of current designees responsible for Local
6 88 contract administration.

7 6. Utilization of Non-Bargaining Unit Employees
8 for Work Which Might Otherwise Be Performed by Bargaining
9 Unit Members

10 It is recognized and agreed that ~~utilization of~~
11 such non-bargaining unit individuals as volunteering. ✓
12 County, State, and Federal program trainees, student
13 interns, exempt employees, and non-unit employees on
14 assignment related to workers compensation, may perform
15 work which would otherwise, if performed at all, be
16 performed by bargaining unit members. No such work,
17 however, shall be performed which would result in layoff
18 of a bargaining unit member unless the same standards of
19 notice and statement of impact are met as are set out for
20 "contracting out" as provided by Article 19, Contract Work.

1 c. A monthly service fee from any
2 non-probationary member of the bargaining unit who has not
3 joined the Union within thirty (30) days after completion
4 of initial probationary status. This service fee shall be
5 segregated by the Union and used on a pro rata basis
6 solely to defray the cost of its services in negotiating
7 and administering this contract.

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

12 4. The County agrees to furnish the Union by
13 the 10th of each month a listing of all new bargaining
14 unit employees hired during the previous month and of all
15 employees who terminated during the previous month. Such
16 listing shall contain the names of the employees, along
17 with their job classification, work location, and home
18 address.

19 5. The Union expressly agrees that it will safe-
20 guard the rights of non-association of employees, based
21 upon bona fide religious tenets or teachings of a church
22 or religious body of which such employee is a member. Any
23 [S] such employee shall pay the in-lieu-of-dues payment to |
24 a non-religious charity mutually agreed upon by the
25

1 employee making such payment and the Union, or [~~in-lieu~~ |
2 thereof,] the employee [~~shall~~] **may** request that such |
3 in-lieu-of-dues payment be not deducted and shall make
4 such payment to a charity as heretofore stated and shall
5 furnish written proof to the Union and the County, when
6 requested, that this has been done.

7 6. In-lieu-of-dues payment (service fee) shall
8 be segregated from regular Union dues for accounting
9 purposes.

10 7. Funds derived from in-lieu-of-dues payment
11 (service fee) shall not be expended for political purposes
12 by Local 88.

13 8. The Union agrees to provide a system so that
14 any employee who objects to the expenditure of a portion
15 of the in-lieu-of-dues payment (service fee) for
16 ideological reasons can request and receive a rebate of
17 such payment. Such system shall be in accordance with the
18 International Constitution of the American Federation of
19 State, County and Municipal Employees, AFL-CIO, in effect
20 at the time of the execution of this Agreement.

21 9. Deduction of membership dues must be
22 authorized in writing on the form attached hereto as
23 Addendum B. The amount to be deducted shall be certified
24 in writing to the County by the Union President. The
25 aggregate of all deductions shall be remitted, together
26

1 with an itemized statement, to the Treasurer of the Union
2 at an address certified to the County in writing by the
3 Union President, within five (5) working days after it is
4 withheld or by such time as the parties mutually agree in
5 writing.

6 10. The Union agrees that it will indemnify,
7 defend and hold the County harmless from all suits,
8 actions, proceedings or claims against the County or
9 persons acting on behalf of the County, whether for
10 damages, compensation, reinstatement, or any combination
11 thereof, arising out of application of this Article. In
12 the event any decision is rendered by the highest court
13 having jurisdiction that this Article is invalid and/or
14 that reimbursement of the service fee (fair share) must be
15 made to employees affected, the Union shall be solely
16 responsible for such reimbursement.

1 b. when the employee has attempted to cross the
2 picket line, contacted the supervisor requesting
3 assistance in passage through the picket line and such
4 assistance was not provided.

5 Any employee engaging in any activity in
6 violation of this Article shall be subject to disciplinary
7 action, including discharge, by the County without
8 application of the grievance procedure of this Agreement,
9 unless "a." or "b." above is applicable.

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

13 c. Nothing in this Article shall be construed
14 to prohibit informational picketing. Such informational
15 picketing shall not stop and/or disrupt work of County
16 employees and officials at any time, and picketing shall
17 be prohibited in Multnomah County Board Rooms/Meetings,
18 Multnomah County Justice Center and County offices.

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

- 1 • 2 Personal Holidays
2 Personal holidays may be used at the
3 discretion of the employee with the consent
4 of his or her employer; provided, however,
5 an employee must be employed for at least
6 three (3) months before the first personal
7 holiday may be used and must be employed for
8 at least nine (9) months before the second
9 personal holiday may be used. Personal
10 Holiday time will be charged in accordance
11 with the uniform time charging provisions of
12 Article 13. In all cases, Personal Holidays
13 must be taken by the end of each fiscal year
14 (June 30th).

15 For a holiday to be deemed a recognized and
16 observed holiday, an employee must be in pay status both
17 on the day before and the day after the holiday.

18 b. Permanent Part-time Employees[+] and |
19 Irregular Full-time Employees.

20 (1) Part-time Employees

21 Part-time employees shall be
22 entitled to holiday leave on observed holidays [~~in~~ |
23 ~~increments of one (1) regular shift of the employee]~~ for |
24 the length of the employee's shift on that date; provided,
25 however, that the amount of the leave shall not exceed the
26 fraction of a full-time position which is normally worked
27 by the employee, e.g., a half time employee shall have no
28 more than four (4) hours of holiday leave. If the length
29 of the employee's shift on the observed holiday would

1 exceed the fraction of a shift to which the employee is
2 entitled, and the County operation to which the employee
3 is assigned is closed for business on that date, the
4 difference between the holiday leave granted and the
5 length of the normal shift shall be charged against
6 accrued and available vacation leave, personal holiday or
7 leave without pay at the employee's option. If the length
8 of the employee's shift on the observed holiday would be
9 less than the fraction of a shift to which the employee is
10 entitled, and the County operation to which the employee
11 is assigned is closed for business on that date, then the
12 employee shall be credited with personal holiday time for
13 the difference.

14 (2) Irregular Full-time Employees

15 It is recognized that there are
16 certain full-time employees who work less than forty (40)
17 hours per week or work days of varying length. These
18 employees shall be treated as permanent part-time
19 employees for purposes of this subsection.

20 2. Holiday Observance.

21 a. Five Day Work Week:

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

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

4 b. Four Day Work Week:

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

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

12 c. Part-time employees **not working a four**
13 **day or five day week:**

14 ~~(1) If the holiday falls on Saturday, |~~
15 ~~it shall be observed on the preceding Friday. |~~

16 ~~(2) If the holiday falls on Sunday, it |~~
17 ~~shall be observed on the following Monday. |~~

18 ~~(3) In all other instances, the |~~
19 ~~holiday designed in "1.a." of this Article shall be |~~
20 ~~observed on the designated date.] The dates designated in |~~

21 "1.a." above shall be deemed the observed holiday if the
22 date falls on an employee's regular day of work.

23 Otherwise, the employee shall be credited with personal
24 holiday time for the holiday time to which he or she would
25 have been entitled.

1 d. ~~Four-(4)-hours-on-either~~ Christmas |
2 Eve or New Year's Eve ~~[for-full-time-permanent-employees~~ |
3 ~~and-part-time-employees-who-have-accumulated-holiday~~ |
4 ~~time]~~: If the employee works other than day shift, "Eve |
5 **leave"** holiday time shall ~~[to]~~ be taken preceding or |
6 following the scheduled time off for Christmas or New
7 Year's holiday at employee's discretion with supervisor's
8 consent; provided that if the supervisor determines that
9 holiday usage on either date is impracticable, the
10 employee shall be credited with ~~[four-(4)]~~ **the entitled** |
11 **number of hours of Personal Holiday.**

12 3. Holiday Pay.

13 a. A permanent employee required to work
14 on an observed holiday **other than a personal holiday** will
15 be compensated at one-and-one-half (1-1/2) times his or
16 her regular rate of pay for the hours worked during the
17 observed holiday **for which the employee was eligible for**
18 **holiday leave. Any additional hours will be paid at the**
19 **regular rate of pay.** The employee will also be granted
20 ~~[an-additional-day]~~ **the number of hours of leave to which** |
21 **he/she was eligible.** ~~[which-]~~The employee may elect to |
22 accumulate **such leave** as ~~[an]~~ additional Personal Holiday |
23 **time** subject to the provisions of Section 1 above, or be
24
25
26

1 paid at the employee's regular rate of pay. The election
2 must be submitted by the employee in writing to his or her
3 immediate supervisor on the forms so provided.

4 b. To be eligible for holiday pay as
5 **provided in Section 3.a. above**, permanent employees must
6 be in pay status both on the day before and on the day
7 after the observed holiday worked.

8 4. Holiday During Leave.

9 If [~~Should~~] an employee [~~be~~] is on an |
10 authorized leave with pay when an observed holiday occurs,
11 such holiday shall not be charged against such leave.

1 cumulative to 200 hours. After six (6)
2 calendar months, an employee shall be
entitled to use accumulated vacation.

3 b. Five Years but less than Ten Years -
4 Three Weeks Per Year [10,440-straight | ✓
5 time-hours,-but-less-than-20,880 |
6 straight-time-hours] five (5) years but |
7 less than ten (10) years of continuous
service, .0577 hours per straight time
hours worked, cumulative to 240 hours;
and shall be entitled to use
accumulated vacation.

8 c. Ten Years but less than Fifteen Years -
9 Four Weeks Per Year [20,880-straight | ✓
10 time-hours,-but-less-than-31,320 |
11 straight-time-hours,] ten (10) years |
12 but less than fifteen (15) years of
continuous service, .0769 hours per
straight time hours worked, cumulative
to 320 hours; and shall be entitled to
use accumulated vacation.

13 d. Fifteen Years or More - Five Weeks Per | ✓
14 Year [31,320-or-more-straight-time |
15 hours,] fifteen (15) years or more |
16 of continuous service, .0961 hours per
straight time hour worked, cumulative
to 400 hours; and shall be entitled to
use accumulated vacation.

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

20 3. **Employees will accrue [✓]vacation leave** |
21 **[shall-not-accrue]** during a leave of absence without pay[- |
22 **which-duration-exceeds-thirty-(30)-calendar-days-]** only if |
23 **they worked or were on paid leave during the pay period in**
24 **which the leave without pay occurred.**

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 4. After 1,040 hours of County service, unused
2 earned vacation time shall be paid to the employee at his
3 or her regular rate of pay at the time of separation from
4 service.

5 5. Regardless of length of County service, in
6 the event of death of an employee, unused earned vacation
7 time shall be paid to the employee's heirs at his or her
8 regular rate of pay. [~~Such payment will be paid directly~~ |
9 ~~to an employee's beneficiary as designated on employee's~~ |
10 ~~Life Insurance enrollment card.~~ |

11 6. Employees shall be permitted to choose
12 either a split or entire vacation. Whenever possible,
13 consistent with the needs of the County and requirement
14 for vacation relief, employees shall have the right to
15 determine vacation times, but in any case vacation times
16 shall be selected on the basis of seniority; however, each
17 employee will be permitted to exercise the right of
18 seniority only once for no more than two (2) periods of
19 consecutive days in each calendar year.

1 2. Accrual.

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

5 Absence due to sickness in excess of three (3)
6 days, must be verified by a physician's certificate at the
7 request of the County.

8 3. High Sick Leave Utilization.

9 a. Identification.

10 An employee who meets any one of the
11 following criteria may be deemed a high sick leave user:

- 12 (1) Exhaustion of all accrued sick leave.
13 (2) Use of thirty two (32) hours of sick
14 leave in the preceding thirteen (13)
15 pay periods, or
16 (3) Use of sick leave on five (5) or
17 more separate occasions in the
18 preceding thirteen (13) pay
19 periods. (For purposes of this
20 section, consecutive or single days
21 of sick leave use shall each
22 constitute single occasions of use,
23 provided, however, that days of use

1 separated by days off for any
2 purpose other than sick leave shall
3 not be considered consecutive).

- 4 (4) Except, employees who meet the above
5 criteria as a result of a single
6 incident of illness or injury, as
7 evidenced by a physician's
8 certificate, shall not automatically
9 be deemed high sick leave utilizers.

10 b. Supervisory/Division Manager Action.

11 A supervisor and division manager may
12 require of an employee identified as a high sick leave user:

- 13 (1) Written explanation of the past
14 pattern of high sick leave use,
15 and/or
16 (2) A written explanation for each
17 future use while remaining in the
18 high usage group, and such other
19 reasonable evidence as is requested
20 to support a finding that the use is
21 for bona fide purposes.

22 c. Incentive Conversion.

23 Full-time employees who have worked the
24 twelve (12) months preceding June 30 of any year, may at
25

1 their option, convert accrued sick leave to personal holiday
2 time to be taken in accordance with Article 7, Section 1(a)
3 subject to the following schedule:

4	Hours of sick leave used in 26 pay periods preceding June 30 of any year	Allowable additional Personal Holidays
5		
6	(1) None	3 days
7	(2) 0.1 - 8 hours	2 days
8	(3) 8.1 - 16 hours	1 day

4. Leave of Absence.

9 ~~[Employees will not accrue sick leave during~~
10 ~~a leave of absence without pay-- [that exceeds thirty (30)~~
11 ~~calendar days.]~~ Employees will accrue sick leave during a
12 leave of absence without pay only if they worked or were
13 on paid leave during the pay period in which the leave
14 without pay occurred.

5. Reporting of Sick Leave.

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

1 6. Use of Sick Leave During Leave.

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

8 ~~7. Parental Sick Leave~~ |

9 ~~The use of sick leave for parental purposes |~~
10 ~~shall be governed by Sections 1 through 6 of this Article |~~
11 ~~except as provided by Resolution #89-111 of the Board of |~~
12 ~~County Commissioners.] |~~

13 7.[8.] Disability Insurance. |

14 Any employee covered by this Agreement may
15 participate in the short term disability insurance program
16 developed by the Union and the County (consistent with
17 carrier contract(s)); the monthly premium to be paid
18 individually through payroll deduction.

19 9. Other Sick Leave Provisions.

- 20 a. Sick leave shall be charged in
21 accordance with the uniform time
22 charging provisions of Article 13.
23 b. Sick leave charges in excess of earned
24 sick leave credits may be charged to
25 earned and available annual leave,
26 **personal holiday**, or leave without pay
at the employee's option. Leaves
without pay shall be subject to the
approval of management.

Insert
• LTD - 90
Day wait
(CO contract)
• Med/dental
during LTD
as per
except.

1 2. Judicial Leave.

2 Employees shall be granted leave with full
3 pay in lieu of jury or witness fees (less mileage) any
4 time they are required to report for jury duty or
5 subpoenaed as a witness to State or Federal Court during
6 an employee's regular work shift. If an employee is
7 excused or dismissed prior to the end of the employee's
8 regular work shift, he or she shall report back to work if
9 practicable. Procedures for reporting back to work shall
10 be as specified by the Division Director.

11 3. Voting Time.

12 Employees shall be granted two (2) hours to
13 vote on any election day if due to shift scheduling they
14 would not be able to vote.

15 4. Union Business.

16 Employees elected to any Union office or
17 selected by the Union to do work which takes them from
18 their employment with the County shall, at the written
19 request of the Union, be recommended in accordance with
20 the leave provisions set forth in Multnomah County
21 Personnel Rule 17.01 for a leave of absence exceeding
22 thirty (30) days or more. Any elected official selected
23 by the Union to participate in any other Union activity
24 shall be granted an unpaid leave of absence at the request

1 of the Union not to exceed ten (10) working days per
2 fiscal year, per official, and provided the County's labor
3 relations office is notified not less than five (5)
4 working days in advance of such leave.

5 An additional eight (8) working days of unpaid
6 leave shall be granted upon request to any duly elected
7 Union delegate selected to attend official AFL-CIO or
8 other certified AFSCME activities.

9 5. Military Leave.

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

22 6. Bereavement Leave.

23 An employee shall be granted not more than
24 three (3) day's leave of absence with full pay in event of
25

1 death in the immediate family or immediate household of
2 the employee to make household adjustments or to attend
3 funeral services. If such funeral is beyond 350 miles,
4 the employee may be granted up to three (3) additional
5 days with pay at the discretion of his or her supervisor
6 for travel and personal considerations. For purposes of
7 Bereavement Leave, an employee's immediate family shall be
8 defined as spouse, parents, children, step-children,
9 brother, sister, grandchildren, grandparents, father-in-
10 law, mother-in-law, sister-in-law or brother-in-law.
11 Immediate household shall be defined as any person
12 residing at the employee's residence on a regular basis.
13 In relationships other than those set forth above, under
14 exceptional circumstances, such leave of absence may be
15 granted by the County Chair, the appropriate elected
16 County official or designee(s), upon request. Application
17 for additional bereavement leave may be requested in
18 accordance with Section 1 of this Article.

19 7. Personnel Examinations/Interviews.

20 In order to encourage and promote the
21 further development of County employees, time off with pay
22 for the purposes of taking County examinations and
23 interviews during normal operating hours shall be allowed
24 for not more than five (5) examination processes,
25

1 including interviews, in a fiscal year. Such restriction
2 shall not apply to strict promotional examinations and/or
3 interviews within a career ladder.

4 8. Inclement Weather Policy.

5 Management reserves the right to establish
6 policy with respect to attendance at work during inclement
7 weather. Provided, however, any time not worked on
8 account of inclement weather, may be, at the employee's
9 discretion, and after notifying his or her exempt
10 supervisor, charged to:

- 11 a. Leave without pay
- 12 b. Compensatory time off
- 13 c. Personal holiday
- 14 d. Vacation time

15 Employees who attempt to get to work on time
16 but are unavoidably delayed may arrive up to two hours
17 late without penalty.

1 employees under Board Resolution 91-130, including the
2 same "Opt-Out" and Flexible Spending Account plan with
3 non-smoking incentive. However, employees in the Health
4 Maintenance Organization will stay at the \$1 per visit
5 copay and retain the prescription drug coverage in effect
6 June 30, 1992.

7 2. Dental Plan.

8 a. July 1, 1992 - June 30, 1993

9 The County agrees to contribute monthly
10 on behalf of each eligible employee the monthly premium
11 for the group dental service program offered by a
12 certified Health Maintenance Organization, or to provide
13 at no cost to the employee a plan of benefits comparable
14 to dental benefits currently enjoyed by eligible employees.

15 It is expressly understood by all parties
16 that benefit levels currently provided by carriers shall
17 be maintained, and any modification to current benefit
18 levels or components therein must be mutually agreed upon
19 by all parties before implementing.

20 b. July 1, 1993

21 Effective July 1, 1993 the terms
22 specified in "2.a." shall apply, but employees will switch
23 to the plan of dental benefits for exempt employees
24 specified in Board Resolution 91-130 with attached report,
25 including the elimination of Dentacare.

1 3. Eligible Employees.

2 Full-time employees shall be eligible for
3 medical-hospital coverage on the first day of the month
4 following the month of employment. Full-time employees
5 shall be eligible for the dental plan on the first day of
6 the month following six (6) full months of continuous
7 service. **Furthermore:**

8 a. **Effective the month following the month**
9 **of execution of this agreement, any child whose**
10 **medical/dental benefits must be paid as the result of a**
11 **court order shall be deemed a "dependent child" for**
12 **purposes of eligibility for coverage by County**
13 **Medical/Dental plans.**

14 b. **Effective within ninety (90) days of**
15 **the execution of this agreement, the County will implement**
16 **a medical/dental plan default enrollment system into the**
17 **Indemnity plan for any new employee, or employees changing**
18 **from part- to full-time status. These employees would be**
19 **enrolled as part of their status change.**

20 4. Part-time Employees.

21 Part-time employees may receive full Medical
22 and Dental benefits upon payment of fifty percent (50%) of
23 the monthly premium by the employee to the County.
24 Except, eligible part-time employees who work full-time
25

1 100% of time for ninety (90) continuous days (522 hours),
2 the monthly premium for Medical and Dental shall be paid
3 in full by the County. Part-time employees shall be
4 eligible for County-paid medical-hospital coverage and the
5 dental plan (if applicable) on the first day of the month
6 following appointment via status change notice to
7 full-time permanent employment.

8 ~~[5. Retirees.~~

9 ~~Effective July 1, 1982, persons who have~~ |
10 ~~five (5) years of consecutive service with the County~~ |
11 ~~immediately prior to retiring pursuant to ORS-237~~ |
12 ~~(non-disability), the Library Association of Portland~~ |
13 ~~Plan, or Article 16(3), if applicable, shall be entitled~~ |
14 ~~to maintain their group medical insurance benefits subject~~ |
15 ~~to timely payment of fifty percent (50%) of the premium~~ |
16 ~~for such coverage until such time as the person is~~ |
17 ~~eligible for Medicare.]~~ |

18 5. Domestic Partners.

19 In lieu of spouse coverage, an employee may
20 enroll his or her domestic partner with whom he or she has
21 a domestic partnership, as defined in Addendum J, and the
22 partner's eligible dependents for coverage under
23
24
25

*Effective
date*

1 Sections 1 through 4 of this article subject to the terms
2 set forth in the Affidavit attached hereto as Addendum J
3 and by this reference incorporated herein. As a further
4 precondition of coverage, all employees enrolling for new
5 or changed coverage after the signing date of this
6 agreement, whether married or with a domestic partner,
7 shall be required to complete, sign, and submit to the
8 Employee Services Division a copy of the Affidavit
9 attached hereto as Addendum J. Employees whose marriage
10 or domestic partnership terminates must complete, sign,
11 and file with the Employee Services Division a copy of the
12 Statement of Termination of Marriage/Domestic Partnership
13 set forth in Addendum K of this agreement. Enrollment
14 times and other procedures for administration of the
15 medical and dental insurance plans shall be applied to
16 employees with domestic partners in the same manner as to
17 married employees.

18 6. Life Insurance.

19 The County agrees to provide each employee
20 covered by this Agreement with term life insurance in the
21 amount of ten thousand dollars (\$10,000). Retirees of
22 Multnomah County who have at least ten (10) years of
23 County service will be provided with two thousand dollars
24
25

1 (\$2,000) term life insurance coverage during the period of
2 time they receive pension benefits. Employees will
3 designate their beneficiaries. Employees, at their
4 option, may purchase from the same life insurance carrier
5 supplemental term life insurance consistent with carrier
6 contract(s) and upon evidence of insurability by bi-weekly
7 payroll deduction with premiums varying according to age
8 of the employee. Insured employees will be provided a
9 certificate evidencing such insurance.

10 7. Successor Insurance Plans.

11 In the event any of the above insurance
12 plans are no longer provided by the County, the County
13 agrees to provide to affected employees a substitute plan
14 of the same service delivery type, if available, at
15 substantially the same or a better benefit level.

16 [~~8. New-Benefits-Continuation.~~

17 ~~The-parties-recognize-that-the-new-benefits~~ |
18 ~~implemented-under-Article-11,-Section-8-of-the-prior~~ |
19 ~~agreement-shall-remain-in-effect,-specifically-the~~ |
20 ~~increase-of-maximum-lifetime-major-medical-coverage-under~~ |
21 ~~the-indemnity-plan-to-one-million-dollars-(\$1,000,000)-and~~ |
22 ~~the-Kaiser-Permanente-Five-Dollar-(\$5)-Prescription-Drug~~ |
23 ~~Plan-implemented-by-a-wage-offset.]~~ |

1 8. [~~9~~] Defense and Indemnification. |

2 The County shall defend and indemnify
3 employees covered by this Agreement against claims and
4 judgments incurred in or arising out of the performance of
5 their official duties, subject to the limitations of the
6 Oregon Tort Claims Act.

7 9. [~~10~~] Unemployment Insurance. |

8 The County agrees to provide unemployment
9 insurance on all employees covered by the Agreement in
10 accordance with applicable Oregon Law.

11 10. [~~11~~] Emergency Treatment. |

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

20 11. [~~12~~] Social Security. |

21 The County agrees to provide Social Security
22 coverage to all employees covered by the Agreement.
23
24
25

1 12.~~[13]~~ Health and Welfare Labor/Management |

2 Committee.

3 The County and Union jointly agree to
4 maintain a health and welfare committee composed of three
5 members from each side for the purposes of:

6 a. Sharing information regarding the
7 County's benefit program;

8 b. Discussing the County's benefit
9 education and information program; and

10 c. Exploring alternative benefit
11 structures and plans to ensure advanced comprehension by
12 both parties of such alternatives prior to any collective
13 bargaining process.

14 d. The first meeting of the above
15 Committee shall be no later than [~~thirty~~-~~(30)~~-days] **three** |
16 **(3) months** from the execution date of this agreement[.] |
17 **and thereafter as may be mutually agreeable.**

18 13. Return to Work Assistance for Temporary |
19 Non-Compensable Injuries.

20 In the event an employee is absent due to a
21 disability not compensable under the terms of Workers'
22 Compensation law (a physical or mental illness or injury)
23 for a period of thirty (30) days or more, the County may
24
25

1 require a physician's statement, arranged for by and at
2 the County's expense, setting forth the disability,
3 current conditions, and anticipated length of continued
4 absence. In the event there is a dispute between the
5 employee's physician and the County's physician concerning
6 the medical condition of the employee, the parties will
7 mutually request a third physician's opinion which will be
8 determinative. The cost of the third opinion shall be
9 borne equally by the parties.

10 Based upon the physician's statement, the
11 County and the Union will jointly review the specific
12 circumstances surrounding the nature of the continued
13 disability and where appropriate, recommend the employee
14 be assigned to temporary work which is both available and
15 suitable. Upon such recommendation, the parties agree to
16 work in cooperation with the supervisor and the Employee
17 Services Division to identify such available and suitable
18 positions based upon the employee's identified limitations.

19 When temporary assignment is not available
20 within the employee's limitations, it is agreed the
21 employee's status will continue to be reviewed every
22 thirty (30) days. Based upon the report of the County's
23 physician, the County shall:

- 1 a. allow the employee to be assigned
- 2 temporary duties which are available
- 3 and suitable based upon identified
- 4 limitations;
- 5 b. allow the employee to return to his or
- 6 her previous position in a full
- 7 capacity;
- 8 c. terminate the employee if that is the
- 9 most reasonable course of action.

10 In the event of a permanent disability, the
11 County shall be guided in the employee's continued employ-
12 ment by Section 503 of the Rehabilitation Act of 1973.

13 **14. Drug and Alcohol Policy and Procedure.**

14 Those matters concerning the County's
15 Alcohol and Drug Policy and Procedure which are a
16 mandatory subject of bargaining, and which are contained
17 in the document dated August 5, 1992, which has been given
18 to the Union as part of the bargaining process, will not
19 be changed in application to this bargaining unit except
20 for changes made to conform to law, or as mutually agreed
21 between the Union and the Labor Relations Manager, except
22 that in response to Union concerns regarding potential
23 abuse, the following exceptions or amendments will be
24 implemented:

shall apply to employees in this bargaining unit and.

1 a. Employees may be subjected to random,
2 or periodic, unscheduled, testing only as a term of a last
3 chance agreement.

4 b. The Drug and Alcohol Program shall not
5 be implemented in a Department of the County until the
6 County has provided a supervisory training program.

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

10 (1) The supervisor shall articulate
11 orally a summary of the specific
12 facts which form the basis for
13 believing that the employee is
14 under the influence of drugs or
15 alcohol; and

16 (2) The supervisor shall provide upon
17 request within forty eight (48)
18 hours of the oral determination of
19 "reasonable suspicion" a written
20 specification of the grounds for
21 reasonable suspicion; and

1 **(3) Except in field or shift**
2 **circumstances which render contact**
3 **difficult, no supervisor shall**
4 **refer an employee for a drug or**
5 **alcohol test based on "reasonable**
6 **suspicion" unless the supervisor**
7 **has consulted with another exempt**
8 **person regarding the grounds for**
9 **the suspicion.**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 to re-employment and non-discrimination. If injured
2 during probation, the probationary period may be extended
3 by written agreement of the Union, employee and County.

4 With respect to return to work of an
5 employee fully able to perform the work of the position he
6 or she previously held, the County shall hold that
7 position available for the employee, if it continues to be
8 budgeted, for a minimum of six months. If during the six
9 month period the injured employee is reinstated and
10 another employee occupies his or her position, that
11 employee shall be bumped in accordance with seniority.

12 3. The County shall supplement the amount of
13 Workers' Compensation benefits received by the employee
14 for temporary disability due to occupational injury,
15 illness or disease by an amount which, coupled with
16 Workers' Compensation payments, will insure the disabled
17 employee the equivalent of one hundred percent (100%) of
18 his or her bi-weekly net take-home pay (as calculated in
19 accordance with Workers' Compensation regulations) subject
20 to the following conditions:

21 a. Supplemental benefits shall only be
22 payable for those days compensable under Workers'
23 Compensation Law as time loss on an approved claim. For
24
25

1 employees with approved claims, supplemental benefits
2 shall be paid for no more than three hundred and twenty
3 (320) hours of the employee's regular working hours or for
4 a period equal to the amount of accrued sick leave hours
5 at the time of injury, whichever is greater. Such payments
6 shall not be chargeable to accrued sick leave.

7 b. To the extent not compensated by
8 Workers' Compensation benefits, the first day of
9 occupational disability shall be compensated as time
10 worked.

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

16 d. If the absence due to disability is for
17 a period of thirty (30) days or more, the County may
18 require a physician's statement, arranged for, by, and at
19 the County's expense, setting forth the disability,
20 current conditions, and anticipated length of continued
21 absence.

1 4. If a Workers' Compensation claim is denied
2 or if the employee accepts a compromise settlement of a
3 disputed claim, the employee's absence from work shall, to
4 the extent not compensated as Workers' Compensation time
5 loss be paid from and charged against his or her sick
6 leave.

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

12 6. Nothing in this Article may be construed to
13 permit borrowing of sick leave not accrued by and
14 available to the employee.

15 7. The County shall continue to provide medical
16 and dental benefits for employee and dependent(s) from the
17 first day of occupational disability, subject to the
18 limitations of the Health and Welfare Article, if any, for
19 a period of one year or such longer period as may be
20 required by ORS 743.532.

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

1 9. If a Workers' Compensation Claim is denied
2 and the employee files an appeal, said employee is
3 entitled to request continued coverage under the
4 medical/dental benefits provided under Article 11 of this
5 Agreement for a period not to exceed six (6) months;
6 provided, however, said employee pays the premium cost to
7 the County as required.

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

10 a. Reimbursement of any premiums paid to
11 the County for medical/dental benefits, and

12 b. Any supplemental benefits not paid in
13 accordance with Section 3 of this Article.

1 **b. Full-time Employees Working Less Than**
2 **Forty (40) Hours Per Week and Part-time Employees.**

3 **Unless waived by the Union and the**
4 **Labor Relations Manager, the work week for full-time**
5 **employees working less than forty (40) hours per week and**
6 **part-time employees shall be as scheduled by the County**
7 **and shall consist of consecutive days with consecutive**
8 **hours of work which need not begin or end with the**
9 **beginning or ending of the calendar week, but may begin on**
10 **any day and at any hour of the day.**

11 **3. Work Schedules.**

12 **Work schedules showing shift, work days, and**
13 **hours shall be posted on all department bulletin boards at**
14 **all times. Except for emergency situations, and for the**
15 **duration of the emergency, work schedules for any work**
16 **shift shall not be changed unless the changes are posted**
17 **for ten (10) days[-]; or unless such notice is voluntarily |**
18 **waived by the employee.**

19 **4. Rest Periods.**

20 **All employees' work schedules shall provide**
21 **for a fifteen (15) minute rest period during each one-half**
22 **(1/2) shift[-], when the shift is six (6) or more hours in |**
23 **length, provided that a second break shall be required**
24 **only if the employee's schedule requires over two (2)**
25

1 **hours after the last break or meal period. For eight (8)**
2 **and ten (10) hour per day employees, r[R]est periods shall** |
3 be scheduled at the middle of each one-half (1/2) shift
4 whenever practicable. **When a shift is six or fewer hours**
5 **in length, work schedules shall provide for a fifteen (15)**
6 **minute rest period to be scheduled by management.**

7 Employees who, for any reason, work beyond their regular
8 quitting time **on an eight (8) hour or longer shift** into
9 the next shift shall receive a fifteen (15) minute rest
10 period before they start to work on the next succeeding
11 shift when it is anticipated the overtime is expected to
12 extend a minimum of one and one-half (1-1/2) hours. In
13 addition, they shall be granted the regular rest period
14 that occurs during the shift.

15 5. Meal Periods.

16 a. All employees **working six (6) hours or**
17 **more in a shift** shall be granted a lunch period of not
18 less than thirty (30) minutes during each work day. Time
19 off for a meal shall be permitted to any employee **working**
20 **an eight (8) or ten (10) hour shift** who is requested to
21 and does work two (2) hours beyond his or her regular
22 quitting time. Whenever practicable, **for an employee on**
23 **an eight (8) or ten (10) hour shift, the meal period[s]** |
24 shall be scheduled in the middle of the shift.

1 b. An employee, with the approval of his
2 or her supervisor may elect to take a one (1) hour meal
3 period in lieu of the thirty (30) minute meal period set
4 out above provided, however, no time of such extended meal
5 period shall be considered time worked for pay purposes.

6 c. Adjustments to the starting or quitting
7 time shall be made to accommodate the extended meal
8 period, at the discretion of the supervisor subject to the
9 provisions of Section 3 above.

10 6. Clean-Up Time.

11 Employees occupying labor, trades or craft
12 positions, or whenever it is essential for other employees
13 to clean up or change clothes before being presentable
14 upon leaving work, shall be granted not more than a
15 fifteen (15) minute personal clean-up time prior to the
16 end of each shift. The County shall provide the required
17 facilities for the employee's clean-up time. Neither
18 party to this Agreement shall construe "clean-up time" to
19 mean "quit-early time" or "leave-early time".

20 7. Flexitime.

21 a. Work Schedule.

22 Flexitime scheduling allowing for
23 greater flexibility in work scheduling benefiting
24 employees and the County, may be implemented, provided
25 that such flexitime schedules are in writing, and are

1 agreed upon by the Union and the Labor Relations Manager.
2 A copy of any such agreed upon schedules shall be provided
3 to all directly affected employees.

4 b. Individual Flexibility Within the Work
5 Week.

6 When a work schedule change is made at
7 the request of the employee within the work week which
8 would otherwise result in overtime compensation, the
9 County and employee may agree to an hour-for-hour shift of
10 work between work days during that work week to ensure
11 that the employee receives a full week's pay. No overtime
12 pay shall result from such shift of work time.

13 8. Uniform Time Charging Provisions

14 a. Rounding Rule

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

19 a. 0 - 7 minutes rounds to 0 hours

20 b. 8 - 15 minutes rounds to 1/4 hour

21 b. Applications

22 (1) Lateness

23 An employee who is seven (7)
24 minutes or less late shall be paid for a full
25 shift. An employee who is eight (8) to fifteen

1 (15) minutes late shall not be paid for one
2 quarter (1/4) of an hour.

3 (2) Working Over

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

10 (3) Leaves

11 Late and early return from leaves
12 shall be subject to the same rounding practice as
13 specified above.

14 (4) Work Day

15 The above provisions shall not be
16 construed as a right for management to extend the
17 end of the working day beyond the normally
18 scheduled ending time.

19 **9. The provisions of this Article and other**
20 **provisions of this Agreement constitute an express waiver**
21 **of ORS 279.340.**

1 higher range in accordance with the reclassification procedure, following
2 notification to the Union.

3 (2) Special Increases

4 Effective one minute until midnight, June 30, 1992,
5 employees allocated to the following classifications shall be placed in
6 the below cited pay ranges in accordance with the reclassification rule.
7 The rates and ranges of these employees shall then be subject to the
8 General Increases provided in Section 1.a.(1). above:

9

<u>Classification</u>	<u>Steps in the New Range</u>									
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>
15 Corrections Counselor	11.86, 12.53, 12.92, 13.72, 14.14, 14.96, 15.54, 16.17, 16.66, 17.15									
16 Dental Hygienist	15.96, 16.43, 16.93, 17.44									
17 Juvenile Counselor	11.86, 12.53, 12.92, 13.72, 14.14, 14.96, 15.54, 16.17, 16.66, 17.15									
18 Marriage and Family Counselor	14.67, 15.11, 15.54, 15.99, 16.47, 16.96, 17.47, 17.99									
19 Probation Officer	11.86, 12.53, 12.92, 13.72, 14.14, 14.96, 15.54, 16.17, 16.66, 17.15									
20 Property Appraiser/Commercial	13.25, 13.85, 14.46, 15.11, 15.56, 16.08									
21 Property Appraiser/Personal	13.25, 13.85, 14.46, 15.11, 15.56, 16.08									
22 Property Appraiser/Residential	13.25, 13.85, 14.46, 15.11, 15.56, 16.08									

1 **b. July 1, 1993**

2 **(1) CPI Formula**

3 **Effective July 1, 1993 the rates**
4 **and ranges of employees covered by this Agreement shall be**
5 **increased in accordance with the following formula:**

6 (% increase in CPI) (%)
7 (National Urban Wage) (increase)
8 (Earners and Clerical) = (in each)
9 (Workers Index -) (wage)
10 (March 1992 to) (rate)
11 (March 1993) ()

12 **The minimum adjustment shall be two and five tenths**
13 **percent (2.5%).**

14 **The maximum adjustment shall be four percent (4%).**

15 **(2) Reopener**

16 **In the event that the County's**
17 **estimated general fund resources in the executive budget**
18 **for 1993-1994 fall fifteen percent (15%) or more below the**
19 **estimated general fund resources in the preceding year's**
20 **executive budget, the terms of Section 1.b.(1) above shall**
21 **not be implemented and negotiations will commence on or**
22 **before April 15, 1993 for substitute terms for Article 14,**
23 **Section 1.b.(1).**

1 c. July 1, 1994
2 (1) CPI Formula

3 Effective July 1, 1994 the rates
4 and ranges of employees covered by this Agreement shall be
5 increased in accordance with the following formula:

6 (% increase in CPI) (%)
7 (National Urban Wage) (increase)
8 (Earners and Clerical) = (in each)
9 (Workers Index -) (wage)
10 (March 1993 to) (rate)
11 (March 1994) ()

12 The minimum adjustment shall be two and five tenths
13 percent (2.5%).

14 The maximum adjustment shall be four and five tenths
15 (4.5%).

16 (2) Reopener

17 In the event that the County's
18 estimated general fund resources in the executive budget
19 for 1994-1995 fall fifteen percent (15%) or more below the
20 estimated general fund resources in the preceding year's
21 executive budget, the terms of Section 1.c.(1) above shall
22 not be implemented and negotiations will commence on or
23 before April 15, 1994 for substitute terms for Article 14,
24 Section 1.c.(1).

25 2. Hours Worked for Pay Purpose.

26 The thirty (30) minute meal period set out
in Article 13, Section 5."a." and "b." will not be
considered time worked.

1 3. Pay Periods.

2 The wages of employees shall be paid
3 bi-weekly on Friday of the week following the pay period.
4 In the event the Friday payday is a holiday, the preceding
5 day shall be the payday. **A twice monthly pay period may**
6 **be implemented following sixty (60) days' notice to the**
7 **Union. In that event, the preceding provisions of this**
8 **section (Section 3) shall not apply.**

9 4. Reporting Time.

10 Any permanent employee who is scheduled to
11 report to work and who presents himself or herself for
12 work as scheduled, but where work is not available the
13 employee shall be excused from duty and paid at his or her
14 regular rate for the hours he or she was scheduled to work.

15 5. Call-Out Pay.

16 a. Any full-time employee called back to
17 work outside his or her regular shift on a scheduled work
18 day, shall be paid for a minimum of two (2) hours at the
19 rate of time-and-one-half (1-1/2), provided that an
20 employee required to begin his or her shift early shall
21 not be eligible for this minimum.

22 b. Any part-time employee called back to
23 work outside his or her regular shift on a scheduled work
24

1 day shall be paid for a minimum of two (2) hours at either
2 the flat time or overtime rate or a combination thereof.
3 Overtime shall be paid for the hours over eight in a work
4 day.

5 c.[b-] Any full-time employee normally
6 scheduled for forty (40) hours per week called to work on
7 any day other than his or her regularly scheduled work day
8 shall be paid for a minimum of one-half (1/2) his or her
9 normal work shift at the appropriate overtime rate.

10 d. Any other employee called to work on
11 any day other than his or her regularly scheduled work day
12 shall be paid for a minimum of four hours at the flat time
13 or overtime rate in accordance with the Fair Labor
14 Standards Act.

15 6. Overtime.

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

19 (1) In excess of eight (8) hours in
20 any work day for a five-day-a-week
21 employee.

22 (2) In excess of ten (10) hours in any
23 work day for a four-day-a-week employee.

1 (3) In excess of forty (40) hours in
2 any work week.

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

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

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

18 e. There shall be no discrimination
19 against any employee who declines to work overtime.
20 Overtime work shall be voluntary except in cases where the
21 public health, safety and welfare may be jeopardized. An
22 employee required to work any second successive weekend
23 shall be compensated at the rate of two (2) times his or
24

1 her normal hourly rate for the first day and two and
2 one-half (2 1/2) times his or her normal rate for the
3 second day.

4 f. Employees working unauthorized overtime
5 may be subject to discipline.

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

8 h. Compensatory time may be used by
9 agreement between the County and the employee with the
10 following limitations. Specifically, in lieu of overtime
11 pay, an employee may elect to receive compensatory time
12 off equal to the applicable overtime rate for each hour of
13 overtime worked, provided:

- 14 • The maximum allowable accumulation
15 of compensatory time off shall be
16 eighty (80) hours.
- 17 • Compensatory time off may be used
18 at the discretion of the employee
19 with the supervisor's consent.
- 20 • In the event the employee
21 terminates for any reason, accrued
22 compensatory time shall be paid

1 off in cash to the employee or his
2 or her heirs. [~~as-designated-on~~ |
3 ~~the-life-insurance-enrollment~~ |
4 ~~card.~~] |

- 5 • **Flexibility during the work week**
6 **made at the employee's request is**
7 **not subject to this section and is**
8 **solely governed by Article 13.7.b.**

9 7. Shift Differential.

10 The County and the Union recognize that a
11 work week may contain three different shifts: day, swing,
12 and graveyard. The County agrees to pay the following
13 shift premium pay in addition to the established wage rate:

14 a. An hourly premium of forty cents (40¢)
15 to employees for all hours worked on shifts beginning
16 between the hours of twelve (12) noon and seven (7) p.m.;
17 or

18 b. An hourly premium of fifty cents (50¢)
19 to employees for all hours worked on shifts beginning
20 between the hours of seven (7) p.m. and six (6) a.m.,
21 provided that the employee was not called in early to a
22 shift normally scheduled to begin after six (6) a.m.; or

1 9. Promotional Increase.

2 An employee who is promoted shall be paid at
3 the salary step in the new salary range not less than a
4 one step increase, or in the first step of the new range,
5 whichever is greater; but, in no case shall the salary
6 increase exceed the maximum step of the new salary range.

7 10. Working in a Higher Classification.

8 Whenever an employee must be replaced by
9 another employee(s) for a period of one (1) full shift and
10 such employee(s) assigned to perform the work is normally
11 assigned to work in a lower classification, that
12 employee(s) will be paid for all shifts worked at the rate
13 assigned to the higher classification in the appropriate
14 step according to the promotional policy outlined in
15 Article 14 of this Agreement with maximum compensation of
16 fifteen (15%) over his or her current hourly rate, if the
17 employee(s) in fact performs a majority of the principal
18 duties of the higher classification. **The "current hourly**
19 **rate" for purposes of this section shall include premium**
20 **pay or differential pay. This payment rule shall also**
21 **apply to replacement of supervisory employees, except in**
22 **such instances in which the employee is formally given a**
23 **written temporary appointment, in which case the Personnel**

1 **Rule governing promotions shall apply.** Time spent working
2 in a higher classification will be given credit as
3 on-the-job training for any promotional examination.

4 11. Auto Allowance and Compensation.

5 Auto allowance and compensation shall be
6 paid pursuant to Addendum G.

7 12. Deferred Compensation Plan.

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

12 13. Payments in Error and Payments in Violation
13 of Contract.

14 a. Knowing Receipt

15 Any employee knowingly receiving
16 unauthorized payments, or payments in error due to
17 clerical, technical, or computer error has the obligation
18 to call such error to the attention of his or her
19 supervisor. Failure to do so may result in disciplinary
20 action. Such payments are fully recoverable if the County
21 presents the employee with a demand for repayment.

22 b. Unknowing Receipt

23 Any unauthorized payments or payments
24 in error due to clerical, technical, or computer error are
25

1 fully recoverable if the County presents the employee with
2 a demand for repayment within sixty (60) days of the date
3 of the error.

4 c. Repayment to the County

5 The County will upon request make every
6 effort to recover over payments specified in "a." or "b."
7 above, by payroll deduction over a reasonable period of
8 time as determined by the Labor Relations Manager.

9 d. Repayment to the Employee

10 In any instance where an error occurs
11 which results in a negative impact on the employee, upon
12 notification by the employee within sixty (60) days of the
13 error, and verification by the payroll division, payment
14 in correction of the error shall be provided within
15 [~~twenty-four-(24)-hours~~] forty-eight (48) hours.

16 [~~14. On-Call-Pay~~

17 ~~Employees-on-a-regular-work-schedule-who-are~~ |
18 ~~placed-on-"stand-by"-duty-beyond-their-regularly-scheduled~~ |
19 ~~work-day-or-work-week-and-are-assigned-an-answering-device~~ |
20 ~~for-stand-by-purposes,-shall-be-allowed-compensatory-time~~ |
21 ~~off-at-the-rate-of-one-(1)-hour-for-each-eight-(8)-hour~~ |
22 ~~period-they-are-on-stand-by-status.]~~ |

*Return
to
original
language.*

1 **14. Voluntary Standby Pay**

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

9 **15. Red Circled Employees.**

10 **For purposes of general compensation**
11 **administration, as well as implementation of the**
12 **Compensation and Classification ("Pay Equity") provisions**
13 **of this Agreement, a RED CIRCLED EMPLOYEE shall remain at**
14 **his or her current pay rate until the top step of the**
15 **employee's pay range exceeds the RED CIRCLED rate at which**
16 **time he or she shall be paid at the top step rate.**

1 **July 1, 1992 and thereafter in part-time status will be**
2 **credited and counted on a full-time basis for anniversary**
3 **step increase purposes in accordance with the seniority**
4 **provisions of Article 21.**

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 continue to receive from the County the amount of twelve
2 and four/tenths percent (12.4%) of gross bi-weekly salary
3 in lieu of employer retirement contributions. It is
4 specifically intended that this in-lieu-of retirement
5 contribution payment be used to build an investment/
6 savings program for post-retirement use.

7 **5. Medical Insurance**

8 **Employees who retire from the County shall**
9 **be entitled to maintain their group medical insurance**
10 **benefits subject to timely payment of fifty percent (50%)**
11 **of the premium for such coverage until such time as the**
12 **person is eligible for Medicare, subject to the specific**
13 **terms and limitations of Ordinance 629 applying to exempt**
14 **employees or its successor, provided that employees**
15 **employed on or before July 1, 1992, who are eligible for**
16 **PERS regular retirement with 30 years of PERS service and**
17 **twenty (20) years of County service shall be eligible for**
18 **County payment of half the medical premium without waiting**
19 **until age 55.**

1 4. Any permanent, non-probationary employee who
2 is reduced in pay, demoted, suspended, or dismissed shall
3 have the right to formally grieve ten (10) working days
4 after the effective date of the disciplinary action.

5 5. If the County has reason to reprimand an
6 employee, every reasonable effort will be made to
7 accomplish the reprimand in a manner that will not
8 embarrass the employee before other employees or the
9 public.

10 6. Nothing in this contract shall be construed
11 to abridge any employee's constitutional or civil rights.
12 Employees have the right to Union representation. If the
13 employee so desires, he or she shall be afforded Union
14 representation.

1 Step II: If the grievance has not been answered or
2 resolved, it may be presented by the employee or by
3 his or her representative to the Department Director
4 within ten (10) working days after the response is due
5 from the Section or Division Manager. The Department
6 Director shall respond to the employee or to his or
7 her representative, in writing, within [~~five-(5)~~] ten |
8 (10) working days.

9 Step III: If the grievance has not been answered or
10 resolved at Step II, it may be presented, in writing,
11 by the employee or by his or her representative to the
12 County Chair, or to his or her designee(s), within ten
13 (10) working days after the response of the Department
14 Director is due. The County Chair, or his or her
15 designee(s), shall respond in writing to the employee
16 or to his or her representative within ten (10)
17 working days.

18 Step IV: If the grievance has not been answered or
19 resolved at Step III, either party may, within ten
20 (10) working days after the expiration of time limit
21 specified in Step III, request arbitration by written
22 notice to the other party. [~~Upon receipt of the~~ |
23 ~~request for arbitration, the grievance shall be placed~~ |
24 ~~on the agenda of the Employee Relations Committee for~~ |
25 ~~review.~~]

26 **The employee, the steward or other Union
representative, and the manager or supervisor
designated by the County will meet formally to discuss
the grievance at some time between the County's
receipt of written notice that the grievance has been
filed at Step I and the expiration of time limits at
Step IV.**

Step V: Arbitration. After the grievance has been
submitted to arbitration, the parties, or their
representatives, shall jointly request the Oregon
State Mediation and Conciliation Service for a list of
the names of seven (7) arbitrators. The parties shall
select an arbitrator from the list by mutual
agreement. If the parties are unable to agree on a
method, the arbitrator will be chosen by the method of
alternate striking of names; the order of striking to
be determined by lot. One day shall be allowed for
the striking of each name. The final name left on the

1 list shall be the arbitrator. Nothing in this section
2 shall prohibit the parties from agreeing upon a
permanent arbitrator or permanent list.

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

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

11 The arbitrator shall be requested to begin taking
12 evidence and testimony within twenty-five (25) days
after submission of the request for arbitration; and
13 the arbitrator shall be requested to issue his or her
decision within thirty (30) days after the conclusion
14 of testimony and argument. The parties hereby vest
the arbitrator with authority to compel the attendance
15 of witnesses on behalf of either party by issuance of
a subpoena, the cost of which shall be borne by the
16 party requesting the subpoena.

17 The arbitrator's decision shall be final and binding,
18 but he or she shall have no power to alter, modify,
amend, add to, or detract from the terms of the
19 Contract. The arbitrator's decision shall be within
the scope and terms of the Contract and in writing.
20 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
21 Section or Division Manager and it shall state the
effective date of the award.

22 Expenses for the arbitration shall be borne by the
23 losing party. Each party shall be responsible for
compensating its own representatives and witnesses.
24 If either party desires a verbatim recording of the
proceedings, it may cause such a record to be made, on
25

1 the condition that it pays for the record and makes
2 copies available without charge to the other party and
the arbitrator.

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

6 2. Stewards and the Processing of Grievances.

7 a. Employees selected or elected by the
8 Union as employee representatives shall be known as
9 "Stewards". The names of the stewards and the names of
10 other union representatives who may represent employees
11 during the life of this Agreement, shall be certified in
12 writing to the County by the Union within thirty (30) days
13 of the signing of the contract. Any additions or
14 deletions to the stewards' list will be provided to the
15 Labor Relations Manager within thirty (30) days.

16 Upon notification to the grievant's
17 supervisor of the name of the grievant and the tentative
18 cause of the grievance, or the name of the subject of a
19 disciplinary investigatory interview, the steward(s)
20 responsible for the grievant's work area may investigate
21 and process a grievance(s) at the work site during working
22 hours without loss of pay, or in the case of an
23 investigatory interview, participate in such interview
24
25
26

1 without loss of pay. All efforts will be made to avoid
2 disruptions and interruptions of work.

3 Employees meeting with their steward to
4 process a grievance will also be permitted to do so
5 without loss of pay during working hours. A steward may
6 not process a grievance in any other work area than the
7 one to which he or she is assigned by the Union.

8 b. An assistant chief steward shall be
9 assigned for each Department by the Union. When there is
10 no steward assigned to the grievant's work area, the
11 assigned assistant chief steward may be contacted and may
12 process a grievance in accordance with Section "2.a."
13 above.

14 c. Departure from the established
15 Grievance Procedure outlined in this Article by any
16 employee shall automatically nullify the Union's
17 obligation to process the grievance.

18 d. The interpretation of Sections 2.a.
19 through 2.c. above shall be solely in accordance with the
20 language itself and the intention of the parties at the
21 time of origin of the language.

1 vacancies and re-employment of employees affected by such
2 action shall occur for as long as they are so qualified in
3 accordance with established layoff guidelines. The Union
4 agrees to assist the County in minimizing the impact on
5 such affected employee(s).

6 4. The County further agrees to notify Local 88
7 Business Agent and/or President whenever [~~the County~~] the
8 **Board of County Commissioners** formally contemplates
9 entering into an Intergovernmental Agreement(s) with
10 another public employer **which would transfer employees to**
11 **or from the County**. The County also agrees to provide
12 Union with a specific plan and its probable impact
13 relative to Intergovernmental Agreements **involving**
14 **employee transfer** when such Agreements are anticipated, at
15 least thirty (30) days prior to formal Board consideration
16 of budget modifications or Board's approval of the annual
17 budget that is to be submitted to the Tax Supervising and
18 Conservation Commission.

1 1. Workloads and Standards.

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

14 2.[4+] Employee Development and Training. |

15 To further the above objectives, the parties
16 agree that:

- 17 a. The County may
18 (1) Develop and implement its own
19 development and training programs;
20 (11) Obtain and implement development
21 and training programs to be conducted by
22 person(s) other than the County.

1 (iii) Temporarily change an employee's
2 work assignment for a period not to exceed
3 ninety (90) work days, without posting, so
4 that such employees can participate in
5 training provided under this section.

6 Training assignments anticipated to exceed
7 ninety (90) working days shall be deemed a
8 vacancy, subject to the applicable
9 provisions of Article 22 of this agreement.

10 b. Any time an employee is required to
11 participate in any development and training program[?] |
12 shall be considered time worked for pay purposes and all
13 tuition, texts, training materials, and other expenses
14 incident to such employee's participation shall be assumed
15 by the County.

16 c. The County shall notify the Union and
17 post on the bulletin boards in affected sections,
18 available employee development and training programs
19 provided under subsection "a" of this section. Such
20 notice shall contain a statement of the purpose and
21 objectives of the program.

22 d. The County will reimburse an employee
23 for the cost of tuition for any course of study taken on
24

1 the employee's own time which is directly related to the
2 employee's current position and will result in improved
3 job performance. In lieu of tuition reimbursement, the
4 County may provide time off with pay so an employee may
5 attend courses which are directly related to the
6 employee's current position and will result in improved
7 job performance.

8 The following limitations shall apply to
9 this subsection:

10 (i) All tuition reimbursement or paid
11 time off in lieu of reimbursement shall be
12 subject to the County's budgetary limitations
13 and stated managerial priorities. Within
14 managerial priorities, selection of employees
15 will be based on reasonable job related
16 criteria.

17 (ii) Employees shall apply for approval
18 of the request or paid time off at least
19 thirty (30) days prior to the proposed
20 enrollment or as soon as the employee
21 becomes aware of the training opportunity.

22 (iii) If approved prior to enrollment,
23 the County will make reimbursement within
24
25

1 thirty (30) days after proof of satisfactory
2 completion of the course.

3 3.~~5~~ Employee Rotation Plans. |

4 To further employee development or
5 motivation, the County may rotate employees in the same
6 classification between job assignments in a work unit or
7 work units without application of the terms of Article 22,
8 subject to the following limitations:

9 a. Any such rotation plan shall be posted
10 ten (10) days in advance with a copy provided to the Union.

11 b. The terms and criteria of the rotation
12 plan shall apply to all employees in the affected job
13 classification within a work unit or work units.

14 4.~~6~~ Performance Evaluation. |

15 a. The County may implement and maintain
16 performance evaluation processes involving members of the
17 bargaining unit.

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

20 c. No evaluations or employee responses
21 will be admissible in any disciplinary or arbitration
22 hearing.

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

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

6 c. Promotional Line: Refers to a
7 classification series in the same occupational field in
8 which service in the lower classification qualifies the
9 employee for the higher classification.

10 d. Bumping: The displacement of the least
11 senior regular employee by another regular employee with
12 more seniority within the classification.

13 e. Equivalent Classification: Refers to
14 matching by the Personnel Officer of an abolished
15 classification with a current classification that has
16 substantially the same duties, authority, and
17 responsibility.

18 f. Classification Previously Held: Refers
19 to a classification or its equivalent in which the
20 employee gained regular status and for which he or she
21 continues to qualify.

22 2. Seniority

23 a. Seniority will be determined as
24 follows[~~,-except-where-modified-by-collective-bargaining~~ |
25 ~~agreements~~]: |

1 (1) The total length of continuous
2 service within the affected job classification and its
3 equivalent within the County; if a tie occurs, then

4 (2) Total length of continuous service
5 within the affected department; if a tie occurs, then

6 (3) Total length of continuous service
7 within the County; if a tie occurs, then

8 (4) It shall be broken by lot in a
9 manner to be determined by the Employee Services Division.

10 b. In computing seniority for regular
11 employees, the following factors will be taken into
12 account:

13 (1) Part-time work within the same or
14 equivalent classification will count on a half-time
15 basis[-] for time served prior to July 1, 1992 and on a |
16 full-time basis on July 1, 1992 and thereafter.

17 (2) Time spent in an abolished
18 classification that has a current equivalent will count
19 toward seniority in the equivalent classification.

20 (3) Time on authorized leave taken
21 with pay will count.

22 (4) After July 1, 1975, time spent on
23 authorized leave without pay that exceeds 30 calendar days
24 will not count.

1 (5) Within the same classification,
2 time spent in temporary employment status after December
3 31, 1981, shall be taken into account. Subsequent
4 temporary[~~-, limited-duration, and provisional~~] time shall |
5 be taken into account in the following manner:

6 (a) Such time shall count toward
7 length of service within the County and within the
8 Department in which such time was served.

9 (b) For time in job
10 classification, such time shall count toward the
11 immediately previous classification.

12 (6) Time spent on layoff will not
13 count.

14 (7) Time spent in a trainee capacity,
15 e.g., PEP, WIN, CETA or other state or federal trainee
16 programs, will not count.

17 (8) Time spent in classification of
18 previous government service will count if the employee is
19 transferred in accordance with ORS 236.610 through 236.650.

20 (9) Seniority shall be forfeited by
21 discharge for cause or voluntary termination after July 1,
22 1975.

1 (10) Time spent on a probationary
2 period that is not completed will count toward the
3 previous class, if any.

4 (11) Time spent in all higher
5 classifications and their equivalents within a promotional
6 line shall be combined with time spent in the present
7 classification and its equivalents to compute seniority.

8 (12) For purposes of determining length
9 of service within a department, time spent in any
10 organizational unit which became a part of the department
11 through County reorganization and transfer shall be
12 included.

13 3. Layoff Rules

14 a. Layoffs will be identified by
15 classification within the affected department. Employees
16 holding positions within the affected classifications may
17 be subject to demotion, transfer, or layoff in inverse
18 order of seniority.

19 b. Within a classification and department,
20 temporary, probationary, and other employees who do not
21 have classified status will be laid off before employees
22 with classified status. Employees without status who are
23
24
25

1 laid off will not be placed on layoff lists and do not
2 have bumping rights.

3 c. An employee who has not completed a
4 probationary period following promotion and is subject to
5 layoff shall be returned to the position previously held.

6 A regular employee who has been given a
7 temporary or unclassified appointment and is subject to
8 layoff shall be entitled to exercise his or her previously
9 accrued seniority under the guidelines of these rules.

10 d. Transfer to a classification with a
11 higher maximum salary is a promotion and shall be
12 accomplished by normal appointment procedures.

13 e. A regular employee who is subject to
14 layoff may transfer to a lower classification in the same
15 promotional line or to a classification previously held or
16 its equivalent, provided: a) a vacancy exists, or b) if
17 no vacancy exists, the employee has more seniority than an
18 employee in the lower classification.

19 f. No employee shall have any rights over
20 another employee working under permanent appointment in
21 another department.

1 g. No employee may demote or transfer to a
2 position unless he or she is qualified to perform the
3 duties of that position. Employees may be denied transfer
4 or demotion rights otherwise available under these rules
5 only if they lack knowledge, skills or abilities required
6 for the position that are not easily learned on the job
7 within the normal orientation period. Employees may be
8 required to take and pass qualifying examinations in order
9 to establish their rights to specific positions.

10 h. Where options are available, filling a
11 vacant position will take precedence over bumping another
12 employee. Where bumping is necessary, the following
13 guidelines will apply:

14 (1) If only full-time employees are
15 allocated to the classification, the least senior employee
16 will be bumped.

17 (2) If only part-time employees are
18 allocated to the classification, the least senior employee
19 will be bumped.

20 (3) If both part-time and full-time
21 employees are allocated to the classification:

1 (a) A full-time employee will
2 bump the least senior full-time employee. If the affected
3 employee is the least senior full-time employee, he or she
4 shall, if more senior, bump the least senior part-time
5 employee.

6 (b) A part-time employee who is
7 willing to become full-time and is more senior, shall bump
8 the least senior full-time employee. If unwilling to
9 become full-time, the part-time employee shall bump the
10 least senior part-time employee.

11 i. Where multiple vacancies are available
12 and there is disagreement as to which vacancy an employee
13 should fill, the following guidelines will apply:

14 (1) Vacancies in the employee's
15 current section or organizational unit will take
16 precedence; if none are available, then

17 (2) Vacancies in the employee's
18 current division; if none are available, then

19 (3) The Department Director will
20 designate the appropriate vacancy among those in the other
21 divisions within the department.

22 j. Employees may transfer to a vacancy in
23 another department under the provisions of the **Personnel**
24 **Rules, Rule [03-500] 15, Transfer and/or ARTICLE 22,** |
25 **SHIFT [AND-WORK] ASSIGNMENT AND TRANSFERS.** |

1 4. Layoff List/Demotion in Lieu of Layoff

2 a. Employees, and their bargaining agents,
3 who may be subject to layoff or demotion in lieu of layoff
4 shall be notified in writing at least fifteen calendar
5 days prior to such action. The notice shall state the
6 reason for the action and shall further state that the
7 action does not reflect discredit on the employee.

8 b. Employees who are subject to layoff and
9 are offered transfer and/or demotion options will indicate
10 their preference within three working days of receipt of
11 notice of the options. Failure to do so will be deemed an
12 agreement to accept layoff.

13 c. Names of employees who are laid off or
14 demoted in lieu of layoff will be placed on the layoff
15 list, according to seniority, for the classification(s)
16 held during the bumping and layoff process and any lower
17 classification(s) in the promotional line.

18 d. Employees who accept lateral transfers
19 or elect to retire will not be placed on layoff lists.
20 Employees who accept a demotion in lieu of layoff will be
21 placed on the layoff list for the classification(s) from
22 which they demoted.

1 e. Upon demotion in lieu of layoff,
2 non-exempt employees will receive the rate of pay in the
3 lower salary range that causes the least reduction in
4 salary. No demoted non-exempt employee shall receive an
5 increase in pay. The employee's anniversary date for
6 salary increases will be the date of demotion.

7 f. Employees are entitled to have their
8 names remain on a layoff list for twenty-four months from
9 the date of layoff or demotion in lieu of layoff.
10 Employees will be removed from the layoff list only under
11 the following circumstances:

12 (1) Upon written request of the
13 employee; or

14 (2) Upon election to take retirement
15 status; or

16 (3) Upon acceptance of permanent
17 reappointment from the layoff list; or

18 (4) Upon declining an offer of
19 permanent reappointment; or

20 (5) Upon failure to receive a response
21 to a certified letter sent to the employee's last known
22 address within fourteen days of its having been mailed.

1 5. Reappointment

2 a. Employees on a layoff list will be
3 certified in order of seniority, before applicants who
4 qualify through examination, provided they are qualified
5 to perform the duties of the position. Eligibles on a
6 layoff list shall be offered appointment to vacancies, in
7 order of seniority, except in the following cases:

8 (1) The employee lacks a specific
9 skill or knowledge required for the position that is not
10 easily learned on the job within the normal orientation
11 period. The hiring manager is required to state in writing
12 what qualification(s) the employee lacks that the position
13 requires. The employee will remain on the layoff list for
14 certification to other vacancies during his or her term of
15 eligibility.

16 (2) Failure to select an employee,
17 except as provided above, will be deemed a dismissal of
18 that employee for cause and will be reviewed and processed
19 according to the provisions of ARTICLE 17, DISCIPLINARY
20 ACTION.

21 b. Upon reappointment from a layoff list,
22 a non-exempt employee shall receive the rate of pay in
23 effect at the time of reappointment for the step the
24

1 employee was on when demoted or laid off, except that no
2 reappointed non-exempt employee shall be reduced in pay.
3 The anniversary date of a reappointed non-exempt will be
4 adjusted so that the time spent on layoff or in a lower
5 level classification will not count.

6 6. Seniority Application

7 a. The above terms for determination of
8 seniority shall apply not only to layoff, but also to
9 other situations in which seniority is applied.

10 b. For purposes of vacation bidding, the
11 employee's original date of hire with the County pursuant
12 to Section "2. b." of this Article, shall be used to
13 determine vacation selection in accordance to Article 8,
14 Section 6.

15 c. Seniority determinations shall have no
16 application to retirement matters.

17 d. The County agrees to make available to
18 the Union upon request copies of any personnel list the
19 County maintains regarding seniority or classification
20 changes.

21 e. Employees may protest their seniority
22 calculation for time served subsequent to [~~December-31,~~ |
23 ~~1981~~] **November 30, 1990**, through the grievance procedure |

1 outlined in this Agreement only if they can prove their
2 seniority date materially and adversely impacts them.
3 However, the "materially and adversely" standard shall not
4 apply to new lists showing seniority within the County and
5 seniority within classification which shall be provided to
6 the Union and posted on all Union bulletin boards on or
7 about Nov 15 and April 15 of each fiscal year,
8 beginning in FY 92-93. Employees may protest their
9 seniority calculation on any new list through the
10 grievance procedure, provided that they file a formal
11 written grievance within fifteen days of the date the list
12 is posted. If no grievance is filed within that time, the
13 seniority calculation is deemed correct. With
14 the April 15, 1993 posting and thereafter, a grievance may be
15 filed only with respect to seniority accrued since the
16 prior list. Seniority calculations for time served prior
17 to [~~January 1, 1982~~] December 1, 1990, is not subject to
18 the grievance procedure.

19 f. Calculation of seniority for time
20 served prior to [~~January 1, 1982~~] December 1, 1990, shall
21 be in accordance with the document entitled "Seniority and
22 Anniversary Dates of Local 88 - General Employees
23 Bargaining Unit", which is incorporated as a part of this
24
25

1 Agreement by reference[-] with those corrections mutually |
2 agreed to on a strict without precedent or prejudice basis
3 as part of the bargaining process. The computation of
4 seniority for time served subsequent to [~~December-31-~~ |
5 ~~1981~~] November 30, 1990, shall be in accordance with this |
6 Article[-], specifically as interpreted by the County in |
7 its preparation of the November 30, 1990 list. However,
8 effective the execution date of this agreement the rule
9 involving the application of temporary time to employees
10 permanently appointed on or after the execution date of
11 this agreement shall be as follows:.

12 (1) All continuous, contiguous service
13 prior to the time of permanent appointment in a position
14 which has been classified or formally labeled the same as
15 the classification to which the employee is appointed
16 shall count.

17 (2) All continuous, contiguous time served
18 as a "Temporary Worker" shall count if it is substantially
19 the same as the classification to which the employee is
20 permanently appointed. The determination of whether the
21 duties were "substantially the same" must be a reasonable
22 one on the part of the County.

23 (3) No other temporary or on-call time
24 shall count. The determinations specified in 1 and 2
25

1 above shall be communicated by the Employee Services
2 Division to the employee within sixty (60) days of the
3 date of permanent appointment. The employee shall have
4 ten (10) working days from receipt of this determination
5 to mail an appeal. If no appeal is received, the
6 determination shall stand.

7 **7. Seniority of and Bumping by Exempt Employees**

8 The only exempt employees who may bump into
9 the bargaining unit are those who are in the Classified
10 service and who have previously been a member of the
11 General Employees Bargaining Unit, or in a classification
12 which subsequently became part of this unit. Only time
13 served in Classified exempt and nonexempt status shall
14 apply for bumping purposes. Notwithstanding rules which
15 may have applied in the past, this rule shall also govern
16 employees in the Department of Library Services.

17 **8. Special Provisions to Save Employees From**
18 **Layoff**

19 It is recognized by the parties that
20 employees who are to be laid off or involuntarily demoted
21 because of their seniority within a classification within
22 a department face difficult circumstances in being placed
23 in alternative employment within the County. Any such
24
25

1 employee who in lieu of layoff or demotion is placed in a
2 classification not previously held or outside his or her
3 promotional line shall be subject to a trial service
4 period of three months to demonstrate his or her ability
5 to perform or fulfill the requirements of the new
6 classification. Any employee who in the opinion of the
7 County is unsuccessful during this three month trial
8 service period will be removed from their new
9 classification and placed on the appropriate layoff list.
10 Such an employee shall continue to be eligible for
11 placement under the provisions of this section as long as
12 alternative employment opportunities are being explored by
13 management for affected employees.

1 a. Management will provide employees a
2 notice of such vacancy, the person to contact, and the
3 deadline for consideration.

4 b. If the work assignment is permanent,
5 the vacancy shall be filled on the basis of seniority
6 provided the employee is able to perform the work in
7 question and has indicated his or her preference in
8 writing. Exceptions to seniority preference assignment
9 may be made in the following situations:

10 (1) In regard to work assignment only,
11 when a less senior employee is
12 substantially more qualified for the
13 position in question.

14 (2) In regard to work assignment only,
15 when a less senior employee is assigned
16 a job for reasons other than in (1)
17 above, such reasons shall be put in
18 writing by the manager making the
19 assignment. Such assignment shall not
20 be for arbitrary or capricious reasons.

21 (3) In regard to both shift and work
22 assignment, where bona fide job-related
23 requirements for a balance of
24 experienced and non-experienced
25

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 personnel exists between shifts or work
2 assignments in a work unit, management
3 may temporarily delay the senior
4 employee's shift or work assignment
5 until new or less senior employees
6 obtain necessary experience.

7 c. If the work assignment is temporary,
8 the vacancy may be filled on the basis of seniority,
9 expressions of preference or by other job-related criteria
10 established by management. For purposes of the assignment
11 to vacancies detailed above, a temporary vacancy shall be
12 a work assignment which is determined by management to be
13 for a duration of not longer than six (6) months. At the
14 conclusion of such temporary work assignment, an affected
15 employee shall be returned to the work assignment from
16 which he or she came.

17 d. In the event no expression of
18 preference exists for a shift or work assignment,
19 management may fill a vacancy with the least senior
20 qualified employee in the work unit. Involuntary changes
21 in shift assignment shall require ten (10) working days'
22 advance written notice to the affected employee.

1 e. When a new work assignment with
2 substantially different duties is created, it shall be
3 posted for ten (10) calendar days to permit employees to
4 indicate their preference for the assignment.

5 f. When disputes arise about what
6 constitutes a work assignment or work unit in Section 2,
7 above, the parties agree to meet and confer to resolve the
8 dispute pursuant to Article 24, Section 7.

9 3. Transfers.

10 **Following the work assignment process within**
11 **a Department, w[W]hen the Employee Services Division**
12 **receives a request to fill a position in a classification,**
13 **if the classification is utilized elsewhere in the County,**
14 **the three most senior employees in the same classification**
15 **who are qualified for and interested in the specific**
16 **position shall be interviewed for the vacancy, provided**
17 **they have requested consideration for a transfer**
18 **[~~appropriately-in-writing~~] as required under Personnel**
19 **Rule 15.**

20 4. Trial Periods.

21 Upon appointment to a new permanent work
22 assignment, including transfers, the employee will serve a
23 trial period of ninety (90) working days to demonstrate
24 his or her ability to fulfill the requirements of the

1 assignment. If the employee does not satisfactorily
2 fulfill the requirements of the assignment, such employee
3 will be returned to his or her previous work assignment.
4 Such determination of satisfactory performance within the
5 ninety (90) day trial period will be made by management.

6 **5. List of Work Units.**

7 **In order to assist the Union in enforcing**
8 **the terms of the Agreement both in this Article as well as**
9 **in others, the County will provide no later than April 1**
10 **of each fiscal year a comprehensive listing of all work**
11 **units within the County by Department.**

1 c. If in such cases, Step [IV] V of the |
2 grievance procedure is reached, the arbitrator shall be
3 limited to deciding if the employee's principal duties
4 fall within the classification to which he or she is
5 allocated by the County. In the event evidence leads the
6 arbitrator to conclude the grievant's principal duties do
7 not properly fall within the classification to which he or
8 she is allocated, the arbitrator shall direct the County
9 to reallocate the grievant to another appropriate existing
10 classification. If no such classification exists, the
11 arbitrator shall direct the County to establish an
12 appropriate new classification. The arbitrator shall have
13 no authority to modify a classification or establish a new
14 classification.

15 3. Wage Rates for New Classifications.

16 a. When any classification not listed in
17 Addendum A is established, or when an existing
18 classification is substantially revised, the County will:

- 19 (1) Subject the new classification or
20 the substantially revised
21 classification to the same point
22 evaluation as is provided for in
23 the consultant's response to RFP

1 #8PO395. The point results of
2 such an evaluation may be subject
3 to arbitral review by the Union
4 before the Permanent Classification
5 Arbitrator. The point evaluation
6 shall be affirmed by the arbitrator
7 unless the arbitrator determines
8 that the points allocated were not
9 reasonably related to the
10 available data given the point
11 system utilized. In such event
12 the Arbitrator may, as appropriate:

13 (a.) Order more information to be
14 obtained or re-analysis to be
15 performed prior to the County
16 designating a new point
17 value; or

18 (b.) Based exclusively on the
19 accepted system, designate a
20 point value based on the
21 record of hearing.

- 1 (2) The top of the pay range
2 established by the County for any
3 new classification shall be no
4 more than 12.28% above the Policy
5 Pay Line (1.1228 PPL) or below
6 (0.8772 PPL) the top rate which
7 would have resulted from
8 application of the pay policy line
9 to the new classification, as
10 adjusted by pay raises subsequent
11 to the original pay line, pursuant
12 to the points resulting from "(1)"
13 above and the technical rules.
- 14 (3) Within the specific restrictions
15 provided in "(2)" above, referred
16 to by the parties as the "Zone of
17 Equity," the County shall establish
18 a wage rate for any new or
19 substantially revised classifica-
20 tion which is reasonably related
21 to wage ranges for comparable
22 positions in comparable labor
23 market areas for the classification
24 and to wage ranges for existing
25 classifications in Addendum A.

1 (4) The County may, at its discretion,
2 establish a range higher than that
3 which would be contractually
4 mandated by "(1)" - "(3)" above,
5 and which would be over the range
6 resulting from the restrictions of
7 the "Zone of Equity," in instances
8 in which the Employee Services
9 Division, based on substantial
10 evidence, deems such higher rate
11 to be required by the market to
12 attract and retain the desired
13 quality of workforce in a
14 particular classification.

15 b. Upon setting a wage range for the new
16 classification, the County shall notify the Union of the
17 range and its effective date. The Union may either accept
18 the established range or within ten (10) working days of
19 receipt of the County's notice, notify the County's
20 designee for labor relations of its desire to enter into
21 discussions concerning the wage range for the new
22 classification.

1 c. In the event the parties are unable to
2 agree upon a reasonable wage range, the dispute will be
3 resolved through Step IV of the grievance procedure in
4 Article 18 of this Agreement. The arbitrator in such
5 cases shall be limited to:

6 (1) Affirming that the range
7 established by the County satisfies the criteria set forth
8 in paragraph "a." of this section, or

9 (2) Specifying the parameters within
10 which a range would satisfy the criteria. The
11 arbitrator's decision shall be final and binding and shall
12 be retroactive to the effective date established in the
13 County's notice as provided in paragraph "b." of this
14 section.

15 4. Permanent Arbitrator.

16 Owing to the expertise required in
17 development and maintenance of comprehensive
18 classification and pay systems, the parties agree to
19 maintain William H. Dorsey as arbitrator for disputes
20 arising under Sections 2. and 3. of this Article. The
21 parties will select and notify a qualified alternate
22 arbitrator who shall serve if Mr. Dorsey is absent or
23 unable to serve.

1 5. Consolidation, Merger, Acquisition of
2 Positions.

3 a. The County and the Union recognize the
4 provisions of ORS 236.610 through 236.650 in the event an
5 employee of the County is transferred to another public
6 employer as defined under ORS 236.610(2) for reason of
7 merger, consolidation or cooperation agreement.

8 b. All employees acquired by the County as
9 a result of merger, consolidation, cooperation agreement,
10 or acquisition of a facility, shall be entitled to all
11 rights and benefits granted employees under this agreement
12 and ORS 236.610 through 236.650.

13 6. Personnel Records and Information.

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

20 b. An employee shall be furnished a copy
21 of any statement written for inclusion in the employee's
22 personnel file concerning the employee's conduct or work
23 performance.

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

4 d. All derogatory material resulting in
5 disciplinary action which are four (4) years old or more
6 shall be removed from the employee's personnel file and
7 destroyed.

8 e. For purposes of this section,
9 "personnel file" shall refer to the formal file of
10 personnel documents maintained by the Employee Services
11 Division and/or by the employee's department or division.

1 2. No Prejudicial Harassment.

2 a. Prejudicial Acts Prohibited. The
3 County and the Union shall not condone and/or tolerate
4 prejudicial remarks, actions, slurs, and jokes directed
5 at, or expressed that are offensive to handicapped
6 persons, racial minority persons, persons having certain
7 religious preferences or sexual orientation, or persons of
8 a certain national origin.

9 b. Sexual Harassment Prohibited. [Here- |
10 over,] [N]No employee(s) shall be subjected to unwelcomed |
11 sexual advances, requests for sexual favors, or any form
12 of verbal or physical conduct of a sexual nature that is
13 offensive, hostile or intimidating that interferes with
14 the work performance of such employee(s).

15 3. Bulletin Boards.

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

1 4. Visits by Union Representatives.

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

11 5. Rules.

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

14 b. Within sixty (60) days of the signing
15 of this Agreement, the County will provide sufficient
16 copies to the Union to allow distribution to each member
17 of the bargaining unit.

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

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

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

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

8 6. Changes in Existing Conditions.

9 a. For the purpose of this Agreement, the
10 term, "existing working conditions," means practices which
11 have been:

- 12 (1) consistent;
13 (2) clearly acted upon; and
14 (3) readily ascertainable over a
15 reasonable period of time as mutually accepted by the
16 parties.

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

1 c. Disputes regarding the change of
2 existing working conditions shall be resolved through the
3 grievance procedure beginning at Step III.

4 d. No payment of monies made in error, or
5 not authorized by proper authority, shall be considered an
6 existing condition. Such payments shall be governed by
7 Article 14, Section 13.

8 e. Conditions relative to and governing
9 working conditions of a particular nature are contained in
10 Addenda D through [H] K to this Agreement, which are |
11 attached and by this reference made a part hereof as
12 though fully
13 set forth herein.

14 7. Employee Relations Committee Meetings.

15 To promote harmonious relations and to
16 provide internal communications, the Union and the County
17 will maintain an Employee Relations Committee consisting
18 of [~~five-(5)~~] **six (6)** representatives from each party. |
19 The Committee will establish regular [~~monthly~~] **quarterly** |
20 meetings during normal working hours and will so schedule
21 such meetings as far as practical to avoid disruptions and
22 interruptions of work. Employees attending such meetings
23 shall do so without loss of pay. The Committee shall
24 discuss any **County-wide** matters pertinent to maintaining
25
26

1 good employer-employee relationships [~~including-but-not~~ |
2 ~~limited-to-grievances,-work-rules,-work-loads,-employee~~ |
3 ~~morale,-safety,-and-communication~~]. |

4 8. Contract Negotiations.

5 a. The Union's Negotiating Team shall con-
6 sist of not more than [~~eight-(8)~~] **nine (9)** members, |
7 [~~seven-(7)~~] **eight (8)** of whom may be employees. [~~County~~ |
8 ~~employees-participating-in-such-negotiations-will-be~~ |
9 ~~allowed-to-do-so-without-loss-of-pay.~~] |

10 b. Observers and/or working staff sponsored
11 by the Union or County may be in attendance with the nego-
12 tiating teams. Such attendance for the Union by a bargain-
13 ing unit employee shall be on the employee's own time.

14 c. Resource people may be called upon to
15 make statements and answer questions at the negotiating
16 meetings, but will not be permitted to be present after
17 their statement and any questions are concluded. Such
18 attendance for the Union by a bargaining unit employee
19 shall be on the employee's own time.

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

1 9. Uniforms and Protective Clothing.

2 If an employee is required to wear a
3 uniform, protective clothing, or any type of protective
4 device, such uniform, protective clothing, or protective
5 device shall be furnished by the County; the cost of
6 ~~[maintaining]~~ **initial tailoring and repair of** the uniform |
7 or protective clothing, or device ~~[including initial~~ |
8 ~~tailoring,]~~ shall be paid by the County, in accordance |
9 with the current practice.

10 All heavy equipment operators, when required
11 to service heavy equipment on the job, shall be provided
12 coveralls laundered as needed by the County. Employees
13 who are working under such conditions as to make
14 protective rubber boots necessary shall be provided with
15 those boots by the County. Coveralls or smocks will be
16 provided in other jobs in accordance with existing
17 practices.

18 ~~[10. Loss of Personal Property.~~ |

19 ~~Employees who suffer loss of personal |~~
20 ~~property arising out of the performance of their duties |~~
21 ~~and who have insurance claims for such loss denied, may |~~
22 ~~submit such claims to the Employee Relations Committee for |~~
23 ~~review. Approval of claims shall be subject to agreement |~~
24 ~~by both the County and the Union.] |~~

1 **10. Loss of Personal Property.**

2 **Employees who suffer a loss of personal**
3 **property arising out of the performance of their duties**
4 **and have their personal insurance claim for such loss**
5 **denied, or who lack personal insurance for the matter at**
6 **issue, shall be provided a claims form upon request by the**
7 **Risk Management Division for a determination in writing by**
8 **the County of the legal liability the County may have in**
9 **the matter. The County will pay claims for which it is**
10 **legally liable.**

1 budget certification by the Tax Supervising and Conserva-
2 tion Committee. The County has no intention of cutting
3 the wages, benefits, or budget related existing conditions
4 specified in this Agreement because of budgetary limita-
5 tions, but cannot and does not guarantee any level of
6 employment in the bargaining unit covered by this
7 Agreement.

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

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

1 collectively with respect to any subject or matter
2 referred to or covered by this Agreement, even though such
3 subject or matter may not have been within the knowledge
4 or contemplation of either party or both parties at the
5 time that they negotiated and signed this Agreement.

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

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 IN WITNESS WHEREOF, the parties hereto have set
2 their hands this ____ day of _____, [~~1991~~] 1992. |

3 MULTNOMAH COUNTY EMPLOYEES
4 UNION, LOCAL 88, AFSCME,
5 AFL-CIO

MULTNOMAH COUNTY, OREGON
CHAIR

6 BY _____
7 President

BY _____
County Chair

8 BY _____
9 Vice President

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

10 BY _____
11 Secretary

BY _____
Commissioner

12 BY _____
13 Treasurer

BY _____
Commissioner

14 BY _____
15 Commissioner

16 BY _____
17 Commissioner

18 BY _____
19 Auditor

20 BY _____
21 Jim Smith
22 Council Representative
23 AFSCME Council 75

BY _____
District Attorney

BY _____
Sheriff

24 NEGOTIATED BY:

25 _____
26 Kenneth Upton
Labor Relations Manager
Multnomah County, Oregon

REVIEWED:

Laurence Kressel
County Counsel
Multnomah County, Oregon

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
bi-weekly pay period.

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 B

MEMBERSHIP AND AUTHORIZATION FOR PAYROLL DEDUCTION
MULTNOMAH COUNTY EMPLOYEES UNION LOCAL 88,
AFSCME COUNCIL 75 - AFL-CIO

I, _____, having voluntarily elected to become a member of Multnomah County Employees Union Local 88, do hereby request and authorize deductions from my earnings an amount sufficient to provide for the regular payment of current Union dues, as established by Multnomah County Employees Union Local 88, AFSCME and as certified by it. Any change in that amount shall likewise be so certified. The amount to be deducted shall be immediately remitted to Oregon AFSCME Council 75 and this authorization is directed, as a contract between myself and all other members of Local 88, unless revoked by me in writing with a copy to the Treasurer of the Local Union.

Applicant's name: _____ Sex: _____
(please print)

Address: _____
Street City, State Zip

Social Security Number: _____

Occupation: _____

Signature: _____ Date: _____

"Dues, contributions, or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service."

County to Local 88
 Off the Record Compromise Offer
 August 18, 1992

1	j-	Civil-Deputy-Lead	-8.0%
2	k-	Animal-Control-Officer-Lead	-5.0%
3	l-	School-Mental-Health-Consultant Lead	-5.0%
4			
5	m-	Case-Manager-2-Lead	-5.0%
6	n-	Sr.-Programmer/Analyst-Lead	-5.0%
7	o-	Program-Development-Specialist- Lead	-5.0%
8	p-	Dental-Assistant/Receptionist Lead	-4.0%
9			
10	q-	Jail-Steward-Lead	-6.7%
11	r-	Public-Safety-Aide-Lead	12.0%
12	s-	District-Attorney-Investigator Lead	-5.0%
13	t-	Software-Systems-Spec-2-Lead	-5.0%
14	u-	Sanitarian-Lead	-5.0%

15 ~~The parties recognize that the above list is a~~
 16 ~~carry-over from the 1988-1991 Agreement and has and will~~
 17 ~~be subject to change in conformance with Sections "1" and~~
 18 ~~"2" above.]~~

19	a.	Alcohol & Drug Evaluation Spec./Lead	5.0%
20	b.	Animal Care Technician/Lead	10.0%
21	c.	Animal Control Officer/Lead	5.0%
22	d.	Carpenter/Lead	4.8%
23	e.	Civil Deputy/Lead	8.0%
24			
25			

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1	f.	Community Service Placement Specialist/Lead	5.0%
2			
3	g.	Corrections Counselor/Lead	6.8%
4	h.	Corrections Technician/Lead	6.8%
5	i.	Custodian/Lead	6.8%
6	j.	Dental Assistant/Lead	4.0%
7	k.	Driver/Lead	5.0%
8	l.	Equipment Mechanic 2/Lead	10.0%
9	m.	Facility Security Officer/Lead	12.0%
10	n.	Health Assistant/Lead	5.0%
11	o.	Health Information Spec., Senior/Lead	5.0%
12	p.	Jail Steward/Lead	6.7%
13	q.	Juvenile Counselor/Lead	6.8%
14	r.	Juvenile Groupworker/Lead	6.8%
15	s.	Mental Health Consultant/Lead	5.0%
16	t.	Nutritionist/Lead	5.0%
17	u.	Probation/Parole Officer/Lead	6.8%
18	v.	Program Development Spec./Lead	5.0%
19	w.	Programmer Analyst, Senior/Lead	5.0%
20			
21	x.	Sanitarian/Lead	5.0%
22	y.	Systems Programmer/Lead	5.0%
23	z.	Word Processing Operator/Lead	5.0%
24			
25			
26			

1 d. Translation and Second Language

2 Requirements. It is understood and agreed that the
3 requirement to have varying degrees of proficiency in a
4 second language within a classification has been and will
5 continue to be an expectation for employees assigned to
6 certain positions. Such requirements will not be a
7 component of classification nor in the alternative require
8 any special premium.

9 2.[3-] DEPARTMENT OF ENVIRONMENTAL SERVICES: |

10 Transportation/Fleet/Park Services Division

11 a. Scoop. Maintenance Workers while
12 assigned to operate the "scoop" will receive premium pay
13 at the rate of forty cents (40¢) per hour.

14 b. Street Sweeper. Truck drivers and
15 below while assigned to operate the "street sweeper" will
16 receive premium pay at the rate of forty-five cents (45¢)
17 per hour.

18 c. Truck Size. Truck drivers assigned to
19 operate a truck rated over six yard capacity and/or a
20 semi-truck (tractor and trailer) will receive premium pay
21 at the rate of thirty cents (30¢) per hour.

22 d. Tar Truck. Truck drivers assigned to
23 operate a Bituminous Distributor (Tar Truck) will receive
24 premium pay at the rate of thirty cents (30¢) per hour.

1 e. Tools. The County agrees to replace
2 all tools furnished by employees when such tools become
3 damaged beyond usability or stolen on the job. A "proof
4 of loss by theft" statement must be signed by the employee
5 prior to recovery for theft. Management will provide any
6 new special tools required to perform special work.

7 f. Coveralls and Boots. All Maintenance
8 Workers, Maintenance Worker/Leads, Truck Drivers, and
9 Heavy Equipment Operators in the Transportation Division
10 will be issued, for County use, two pairs of coveralls
11 which may be exchanged for laundered pairs on a weekly
12 basis.

13 For the purpose of reimbursing for tar
14 damage, field personnel assigned to the Transportation
15 Division and the Fleet and Electronic Services Division
16 shall, on an annual basis, and upon presentation of a
17 receipt, be eligible for reimbursement up to an amount of
18 fifty dollars (\$50) for work shoes or boots. These
19 employees will be required to wear work shoes or boots.

20 g. Height Time Bonus Pay. When Bridge
21 Maintenance Mechanics work on a structure at or above the
22 90 foot level, where scaffolding or special safety devices
23 are used, the wage rate for such work shall be double the
24 straight time hourly rate.

1 **1. Animal Control. The substantive terms**
2 **of the memorandum of agreement regarding lunch hours for**
3 **Animal Control Officers dated June 11, 1992 shall remain**
4 **in full force and effect.**

5 ~~[4. DEPARTMENT-OF-GENERAL-SERVICES--]~~ |

6 **m. Assessment and Taxation.**

7 Appraisers who receive a professional
8 designation approved by the Director of the Division of
9 Assessment and Taxation (approved designation includes but
10 is not limited to those from the International Association
11 of Assessing Officers, The American Institute of Real
12 Estate Appraisers, The Society of Real Estate Appraisers,
13 and the American Society of Appraisers), shall be entitled
14 to a ~~[fifty-dollars-(\$50)-per-month]~~ premium of **5% of** |
15 **their base rate of pay** so long as they continue to remain
16 qualified for and continue to possess the professional
17 designation.

18 ~~[On-and-after-July-1,-1976,-approved~~ |
19 ~~designation-shall-not-include-those-from-the-American~~ |
20 ~~Society-of-Appraisers.--However,-any-employee-receiving~~ |
21 ~~professional-designation-pay-solely-by-virtue-of-such~~ |
22 ~~designation-from-the-American-Society-of-Appraisers--shall~~ |
23 ~~be-permitted-to-continue-receiving-designation-pay-so-long~~ |
24 ~~as-such-approved-designation-is-maintained.]~~ |

1 3. ~~[5.]~~ DEPARTMENT OF [HUMAN] HEALTH SERVICES: |
2 ~~[Dental-Clinics/Juvenile-Court.]~~ |

3 a. Dental Clinics. Due to the operational
4 requirements of dental clinics, the terms of Article 13.4.
5 shall not apply to Dental Hygienists and Dental
6 Assistants. These employees shall be allocated thirty
7 (30) minutes per day to rest periods which management can
8 either grant to employees during slack operational periods
9 in the morning or afternoon or schedule in conjunction
10 with lunch breaks. In no event, however, will break time
11 during the day, scheduled or unscheduled, exceed thirty
12 (30) minutes.

13 ~~[b. Juvenile-Court-Hours-of-Work---Juvenile~~ |
14 ~~Groupworkers.---It-is-recognized-that-the-eight-(8)-hour~~ |
15 ~~day-shall-include-the-thirty-(30)-minute-meal-period-in~~ |
16 ~~accordance-with-the-terms-and-conditions-specified-in-the~~ |
17 ~~Memorandum-of-Exception-between-the-parties,-dated-January~~ |
18 ~~30,-1981,-to-specifically-include-the-continuation-of-any~~ |
19 ~~subsequent-settlement-agreement.]~~ |

20 ~~[c. Health-Assistant-Translators.---Any~~ |
21 ~~Health-Assistant-required-to-speak-and-understand-a~~ |
22 ~~particular-language-other-than-English-as-a-condition-of~~ |
23 ~~employment,-shall-receive-a-premium-of-five-percent-(5%)~~ |
24 ~~of-his-or-her-regular-rate-of-pay,---The-determination-as~~ |

1 ~~to-whether-such-requirement-shall-be-a-continuing~~ |
2 ~~condition-of-employment-shall-be-at-the-discretion-of~~ |
3 ~~management.--If-the-requirement-is-terminated,-the-premium~~ |
4 ~~shall-cease.]~~ |

5 **b. Health Assistant Translator and Health**
6 **Assistant.** Effective the execution date of this
7 agreement, an additional step of five percent (5%) shall
8 be created at the top of the Health Assistant range. The
9 Health Assistant Translator premium of five percent (5%)
10 shall be eliminated on the same date, provided however,
11 that any employee receiving that premium shall be placed
12 in the new range in accordance with the reclassification
13 rule as though the five percent (5%) premium were still in
14 effect and was part of the employee's base pay.

15 **c. School-Based Health Centers.**

16 **(1) Christmas Vacation.** Any employee
17 assigned to a school-based health center shall be placed
18 on a vacation or leave of absence without pay during the
19 school district "Christmas Vacation" and "Spring Break" at
20 the employee's option. Any employee placed on a leave of
21 absence without pay during the Christmas Vacation shall be
22 paid for holidays which occur at his or her regular rate
23 of pay.

1 (2) Deputy Medical Examiners are:

2 a. Not eligible for shift

3 premium, since compensation for such premium in the amount
4 of fifty cents (\$.50) per hour was added to the base
5 before any 1992 increase was calculated.

6 b. Only eligible for overtime at

7 the rate of time and one-half and only for hours worked in
8 excess of eight (8) for an eight (8) hour schedule, in
9 excess of sixteen (16) for a sixteen (16) hour schedule,
10 and for over forty (40) in a work week.

11 (3) A Deputy Medical Examiner will be

12 paid two and one half (2 1/2) his or her regular rate of
13 pay for all hours worked on the dates specified in
14 Article 7.1., midnight to midnight, which shall be deemed
15 the observed holiday for all Deputy Medical Examiners.
16 Any employee who is not scheduled to work on an observed
17 holiday shall be paid eight (8) hours of pay at his/her
18 regular rate of pay in lieu of holiday leave.

19 (4) Deputy Medical Examiners may trade

20 shifts with the permission of the Chief Deputy.

21 ~~[6+ DEPARTMENT-OF-JUSTICE-SERVICES;--Justice |~~
22 ~~Services;--Office-of-the-Medical-Examiner- |~~
23 ~~Deputy-Medical-Examiners-may-be-assigned |~~
24 ~~sixteen-(16)-hours-(four-(4)-one-week,-three-(3)-the-next) |~~
25 ~~or-eight-(8)-hour-shifts-which-shall-include-the-thirty- |~~

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 ~~(30)-minute-meal-period-as-time-worked.--Employees-are~~ |
2 ~~considered-on-call-during-both-meal-periods-and-breaks-and~~ |
3 ~~operational-requirements-may-result-in-such-breaks-or-meal~~ |
4 ~~periods-being-interrupted-or-missed-without-additional-pay~~ |
5 ~~or-such-time-being-made-up-at-a-later-date.~~ |

6 ~~Employees-working-sixteen-(16)-hour-shifts~~ |
7 ~~are-not-eligible-for-shift-premium-or-overtime-except-for~~ |
8 ~~hours-in-excess-of-eighty-(80)-hours-in-a-bi-weekly-pay~~ |
9 ~~period.--Holiday-observance-and-payment-shall-be-in-~~ |
10 ~~accordance-with-existing-practice.--Such-employees-are-not~~ |
11 ~~eligible-for-the-four-(4)-hour-holiday-on-Christmas-Eve-or~~ |
12 ~~New-Years-Eve.]~~ |

13 4. [7.] OFFICE OF THE SHERIFF: |

14 ~~Sheriff's-Office-employees-shall-sign-up-for~~ |
15 ~~shifts-and-vacations-in-accordance-with-existing~~ |
16 ~~practice.} The Memorandum of Exception currently in~~ |
17 ~~effect for Civil Deputies and other employees involving~~ |
18 ~~lunch hours and breaks shall remain in full force and~~ |
19 ~~effect.~~ |

1 e. All hours worked in excess of eight (8)
2 hours during the work day shall be compensated at the
3 overtime rate of pay. However, on the first day of the
4 emergency, any employee sent home and called back within
5 the same work day shall receive an additional two (2)
6 hours of overtime pay in addition to the compensation as
7 computed and paid as the paragraph above.

8 f. All hours worked during swing and
9 graveyard shifts shall be paid at the contractually
10 required shift differential.

11 g. The provisions of the addendum shall be
12 limited to the employees of the Transportation, Fleet and
13 Parks Services Divisions.

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 ~~location, the employee shall be paid eighteen cents (18¢)~~ |
2 ~~per mile for the additional miles traveled to and from the~~ |
3 ~~secondary reporting place further adjusted upward or~~ |
4 ~~downward as per Subsection "d," below. The time involved~~ |
5 ~~in traveling from the permanent reporting place to and~~ |
6 ~~from the secondary reporting location shall be considered~~ |
7 ~~time worked for pay purposes. Payment for mileage will be~~ |
8 ~~made under this section when an individual has accumulated~~ |
9 ~~a minimum of twenty dollars (\$20.00) or at the end of the~~ |
10 ~~fiscal year, whichever first occurs.~~ |

11 ~~c. An employee who is required to use his or~~ |
12 ~~her personal transportation as a condition of employment~~ |
13 ~~shall be paid at the July 1, 1980, base rate of twenty-two~~ |
14 ~~cents (22¢) per mile for the first four hundred (400)~~ |
15 ~~miles and at the July 1, 1980, base rate of ten cents~~ |
16 ~~(10¢) per mile for all miles thereafter, further adjusted~~ |
17 ~~upward or downward as per Subsection "d," of this Article,~~ |
18 ~~plus twenty-five dollars (\$25.00) per month (twelve~~ |
19 ~~dollars and fifty cents (\$12.50) for part-time employees),~~ |
20 ~~except that no employee shall be paid less than~~ |
21 ~~thirty-five dollars (\$35) per month (seventeen dollars and~~ |
22 ~~fifty cents (\$17.50) for part-time employees) provided~~ |
23 ~~that he or she is assigned to work in the field and use~~ |
24 ~~his or her personal transportation. In no event, however,~~ |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 shall-the-aforementioned-base-or-minimum-payment-be-made |
2 in-a-month-in-which-an-employee-drives-no-miles-as-a |
3 condition-of-employment.--No-commuting-mileage-shall-be |
4 paid-by-the-County.--The-County-shall-review-with-the |
5 Union-work-rules-governing-the-reporting-of-mileage. |

6 d. The-July-1,-1980,-base-rate-per-mile |
7 reimbursement-rates-in-paragraphs-"a",- "b",- and-"c",-of |
8 this-section-shall-be-further-adjusted-upward-or-downward |
9 the-first-day-of-each-quarter,-in-a-continuation-of-the |
10 adjustments-already-made-under-the-terms-of-Article-14.11 |
11 of-the-1980-1982-Agreement,-one-half-cent-(.5¢)-for-each |
12 seven-and-one-half-cents-(7.5¢)-that-the-price-of-unleaded/ |
13 regular-is-above-or-below-the-July-1,-1980,-base-price,-as |
14 reported-by-the-Bureau-of-Labor-Statistics-for-the |
15 Portland,-Oregon-Washington-SMSA,-"Gasoline-Prices-Per |
16 Gallon,-U.S.-City-Average-and-Selected-Areas". |

17 e. Mileage-reimbursement-for-employees-of-the |
18 Division-of-Assessment-and-Taxation-shall-be-governed-by |
19 the-Memorandum-of-Exception-between-the-parties,-dated |
20 October-29,-1981. |

21 f. The-County-reserves-the-right-under-Article-4 |
22 (Management-Rights)-to-determine-the-method-of-transporta- |
23 tion-for-employees-during-working-hours-and-may-discontinue |
24 |

1 ~~or add the requirement for employees occupying certain~~ |
2 ~~positions to utilize an automobile as a condition of~~ |
3 ~~employment provided the employees and Union are notified~~ |
4 ~~in writing ten (10) days in advance of the change.~~ |

5 **1. Payment**

6 **Payment for mileage under this Addendum**
7 **shall be made on a monthly basis, provided the employee**
8 **has accumulated twenty dollars (\$20) of mileage or is**
9 **eligible to receive a base reimbursement per Section 3.b.**
10 **below. In no event will payment be made later than the**
11 **end of the fiscal year.**

12 **2. Incidental Use**

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

19 **3. Condition of Employment Use**

20 **a. Designation**

21 **The County reserves the right under**
22 **Article 4 (Management Rights) to determine the method of**
23 **transportation for employees during working hours and may**
24

1 discontinue or add the requirement for employees occupying
2 certain positions to utilize an automobile as a condition
3 of employment provided the employees and Union are
4 notified in writing ten (10) days in advance of the change.

5 b. Payment

6 An employee who is required to use his
7 or her personal automobile as a condition of employment
8 shall be paid at the IRS rate ^{for miles driven} and shall also receive a
9 base reimbursement of thirty dollars (\$30.00) per month.

10 4. Payment Rules for Alterations in Work Site

11 a. Temporary Reporting Place

12 Whenever an employee is temporarily
13 required to report to work at any location more distant
14 from his or her home than his or her permanent place of
15 reporting, the employee shall be paid for the use of his
16 or her personal transportation at the rate provided in
17 Section "2" or "3" above as appropriate for additional
18 miles traveled. This provision will not apply when there
19 is a permanent change in reporting location as determined
20 by management with ten (10) days written notice to the
21 affected employees and the Union. In instances in which
22 an employee has no permanent reporting place, the County
23 will designate one (1) work site as a "permanent place of
24 reporting" for purposes of mileage reimbursement.

1 **b. Secondary Reporting Place**

2 Whenever an employee reports to his or
3 her permanent place of reporting and is required to use
4 his or her personal transportation to report for work at
5 another location, the employee shall be paid for the
6 additional miles traveled to and from the secondary
7 reporting place in accordance with Sections "2" or "3"
8 above as appropriate. The time involved in traveling from
9 the permanent reporting place to and from the secondary
10 reporting place to the permanent reporting place shall be
11 considered time worked for pay purposes.

12 **5. Implementation.**

13 The terms of Sections 1 through 4 above
14 shall become effective the first day of the month
15 following execution of this agreement.
16
17
18
19
20
21
22
23
24
25

1 employee-given-Classified-Civil-Service |
2 Status-by-County-Ordinance-shall-be |
3 deemed-"appointed-from-a-list-of |
4 eligibles"-on-the-date-the-County |
5 Ordinance-grants-status. |
6 2- For-employees-hired-prior-to-transfer, |
7 the-definition-of-"Probationary |
8 Employee"-and-the-terms-of-calculations |
9 of-time-service-and-termination-of-such |
10 employees-shall-be-in-accordance-with |
11 the-LAP-Agreement.] |

12 • Article 3

13 Recognition

14 [Section-1-of-this-Article-shall-not-apply |
15 except-as-follows---Local-88,-AFSGME, |
16 AFL-CIO,-is-recognized-as-the-sole-and |
17 exclusive-bargaining-agent-of-certain |
18 transferred-LAP-employees-and |
19 classifications-as-follows---Transferred-LAP |
20 employees-governed-by-this-bargaining-unit |
21 include-those-regularly-scheduled-employees |
22 allocated-to-classifications-in-the |
23 bargaining-unit-represented-by-the-Library |
24 Employees-Union-who-work-for-forty-(40)- |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 hours-or-more-per-pay-period-except-as |
2 described-below---In-the-event-of |
3 disagreement-as-to-the-status-of-newly |
4 created-or-modified-classifications-or |
5 positions,-determination-of-status-shall-be |
6 in-accordance-with-unit-clarification |
7 procedures-as-provided-by-Oregon-Law- |
8 The-parties-recognize-that-certain-LAP |
9 employees-working-less-than-20-hours-per |
10 week-were-given-the-status-of-regular |
11 employees-in-the-LAP,-with-certain-rights |
12 and-benefits,-whereas-these-individuals |
13 would-not-be-Classified-employees-with |
14 attendant-rights-in-the-County-system-and |
15 would-be-afforded-no-benefits---As-a |
16 transition-rule-to-deal-with-these |
17 individuals-to-minimize-any-adverse-impact |
18 of-transfer:- |

19 A. These-employees-will-be-"grand |
20 personed"-with-the-following-and |
21 only-the-following-rights-and |
22 benefits:- |

23 - The-same-wage-range-as-other |
24 employees-in-the-same |
25 classification- |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 - Vacation-accrual-on-a-County |
2 per-hour-pro-rata-basis. |
3 - For-all-classifications-except |
4 Page-sick-leave-accrual-on-a |
5 County-per-hour-pro-rata-basis. |
6 - 2-hours-personal-holiday-for |
7 each-fixed-holiday. |
8 - Application-of-Article-17, |
9 Disciplinary-Action. |
10 - Accrual-of-seniority-on-a-half |
11 time-basis-upon-transfer. |
12 - Layoff-and-recall-rights |
13 exercised-solely-within-the |
14 bounds-of-"grandpersoned" |
15 employees. |
16 - Application-of-Article-13, |
17 Settlement-of-Disputes, solely |
18 and-exclusively-for-enforcement |
19 of-the-specific-rights-and |
20 benefits-cited-above. |
21 - Article-5, Union-Security-and |
22 Check-Off. |
23 - Article-16, Pensions. |
24
25
26 ADDENDUM H [I] - PAGE 4 OF 25 |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 B. ~~Employees-hired-by-the-library~~ |
2 ~~subsequent-to-the-transfer-to-the~~ |
3 ~~County-in-the-category-working-less~~ |
4 ~~than-20-hours-per-week-cited-above~~ |
5 ~~shall-be-deemed-temporary-employees~~ |
6 ~~not-governed-by-the-bargaining~~ |
7 ~~agreement-or-represented-by-the~~ |
8 Union.] The status of certain |
9 "grandpersoned" employees shall be |
10 governed by the Memorandum of |
11 Understanding and Agreement |
12 executed by the parties on |
13 December 19, 1991. |

- 14 [• Article-4 |
15 ~~Management-Rights~~ |
16 ~~No-modification.~~ |
17 • Article-5 |
18 ~~Union-Security-and-Check-Off~~ |
19 ~~No-modification.~~ |
20 • Article-6 |
21 ~~No-Strike-Clause~~ |
22 ~~No-modification.~~ |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- Article 7
Holidays
 1. **Christmas Eve/Veterans Day.**
~~[No modification except that in Section 1]~~ |
Christmas Eve Day will be recognized as a
holiday for library employees; Veterans Day
will not.
 2. **Return Time.**
In lieu of Article 7, Section 2, if an
employee is scheduled to work on an observed
holiday, he or she will be granted a
personal holiday to be used within the
fiscal year, but in no event more than four
(4) months from the date of the holiday.
- Article 8
Vacation Leave
~~[The terms of Article 8 shall apply except~~ |
~~that vacation time accrued while an employee~~ |
~~of the LAR shall be deemed County accrued~~ |
~~vacation and -A]~~ No professional librarian |
shall suffer a reduction of accrual rate,
~~[to]~~ includ[e]ing any bonus vacation, as a |
result of the transfer from the Library
Association of Portland. ~~[but shall be]~~ |
Instead, affected employees shall be "red

1 circled" at this level of vacation
2 entitlement until such time as this
3 entitlement is less than the amount which
4 would be received utilizing the general
5 terms of the Agreement, at which times the
6 rate specified by the Agreement shall apply.

7 [• Article-9 |

8 ~~Sick-Leave~~ |

9 ~~The-terms-of-Article-9-shall-apply-except~~ |
10 ~~that-sick-leave-accrued-while-an-employee-of~~ |
11 ~~LAP-shall-be-deemed-County-accrued-sick~~ |
12 ~~leave-~~ |

13 • Article-10 |

14 ~~Other-Leaves~~ |

15 ~~No-modification-except-that-LAP-Agreement~~ |
16 ~~Article-19-"Professional-Meetings"-shall~~ |
17 ~~apply-~~ |

18 • Article-11 |

19 ~~Health-and-Welfare~~ |

20 ~~No-modification-~~ |

21 • Article-12 |

22 ~~Workers'-Compensation~~ |

23 ~~The-terms-of-Article-12-shall-apply-except~~ |
24 ~~no-supplemental-payment-shall-be-made-to-any-~~ |

1 individual-whose-first-date-of-compensable |
2 injury-was-prior-to-transfer-to-the-County.] |

3 • Article 13

4 General Work Provisions

5 [The-terms-of-this-Article-shall-not-apply |
6 except-for-13.3, "Schedules," and 13.7, |
7 "Flextime."--With-respect-to-the-application |
8 of-Article-13.3, in-the-event-of-an |
9 unanticipated-absence-beyond-the-control-of |
10 management, and-following-a-reasonable |
11 effort-by-management-to-staff-a-position |
12 with-other-personnel, an-employee-in-the |
13 same-classification-as-the-vacancy-may-be |
14 ordered-in-to-provide-continued-service |
15 subject-to-the-provision-of-Article-14, |
16 Section-5.--It-is-further-understood-that |
17 transferred-employees-may-job-share-in |
18 accordance-with-the-same-terms-and |
19 limitations-as-other-employees-covered-by |
20 the-bargaining-unit.--All-other-terms |
21 covered-by-this-Article-will-be-in |
22 accordance-with-Article-14-of-the-LAP |
23 Agreement.] |

24 **The terms of this Article shall apply except:**

1 Section 1. The provisions of this section
2 shall not apply. The Library
3 will make a good faith effort
4 to move the majority of
5 employees now working on a
6 thirty seven and one-half (37
7 1/2) hour work week to a forty
8 (40) hour week during the life
9 of this Agreement. Employees
10 may be scheduled for a shift
11 which is either split or
12 continuous. When an employee
13 is required to work a split
14 shift in one work day in which
15 he/she is required by the
16 Library to be off work for two
17 (2) or more working hours
18 between shift segments which
19 total the equivalent of eight
20 (8) hours, the second part of
21 the shift shall be paid at time
22 and one half (1 1/2) times the
23 regular rate of pay.
24
25
26

1 be-compensated-at-the-rate-of |
2 two-(2)-times-his-or-her-hourly |
3 rate-for-the-first-day-and-two |
4 and-one-half-(2-1/2)-times-his |
5 or-her-normal-rate-for-the |
6 second-day. |

7 ~~Section-9-~~ Promotional-Increase |

8 ~~Section-10-~~ Working-in-a-Higher-Glass |

9 ~~Section-12-~~ Deferred-Compensation |

10 ~~Section-13-~~ Payments-in-Error-and-Payments |
11 in-Violation-of-Contract |

12 ~~Section-14-~~ On-Call-Pay |

13 All-other-compensation-terms-governed-by |
14 this-Article-shall-be-in-accordance-with |
15 Article-28-of-the-LAP-Agreement.] |

16 1. Payment of shift differential as
17 provided by Sections 7 and 8 shall not
18 apply.

19 2. Librarians: Special Hiring and
20 Promotion Provision.

21 a. Hiring Classification

22 Any newly hired Librarian
23 reasonably determined by management
24

1 to have two (2) years of relevant
2 professional experience as a
3 Librarian shall be hired into the
4 Librarian 2 classification; those
5 with less experience shall be
6 placed in the Librarian 1
7 classification.

8 **b. Advancement**

9 Any employee hired into the
10 Librarian 1 classification shall
11 serve a probationary period in
12 accordance with Article 2, of the
13 Agreement. An employee hired at
14 Step 1 of the Librarian 1
15 classification shall receive his or
16 her first step increase in
17 accordance with the terms of
18 Article 15, i.e., after one year of
19 service for a full-time employee.
20 Upon eligibility for his or her
21 second anniversary step, the
22 employee shall be automatically
23
24
25
26

1 advanced to Step 1 of the Librarian
2 classification. An employee
3 hired at Step 2 of the Librarian 1
4 classification shall upon
5 eligibility for his or her
6 anniversary step be advanced to
7 Step 1 of the Librarian 2
8 classification. No employee
9 advanced to the Librarian 2
10 classification shall be required to
11 serve an additional probationary
12 period.

13 [~~• Article 15~~ |
14 ~~Anniversary-Step-Increases~~ |
15 ~~No-modification.] |~~

16 • Article 16
17 Pensions

18 [~~With-respect-to-pension-benefits-for~~ |
19 ~~employees-transferred-from-the-LAP-to-the~~ |
20 ~~County.] |~~

21 ~~+~~ PERS |

22 ~~There-shall-be-no-modification-of-the~~ |
23 ~~existing-terms-of-Article-16.] |~~

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 ~~[2.] LAP Retirement Plan (LAP Plan)~~ |

2 ~~[With respect to employees vested at~~ |

3 ~~the time of transfer in the Retirement~~ |

4 ~~Plan for Employees of the Library~~ |

5 ~~Association of Portland (the LAP Plan),~~ |

6 ~~the parties recognize that the County~~ |

7 ~~has several options dealing with this~~ |

8 ~~plan, including but not limited to~~ |

9 ~~change of Plan sponsorship from the LAP~~ |

10 ~~to the County, Plan termination, etc.~~ |

11 ~~The County shall have the sole,~~ |

12 ~~exclusive, and non-grievable discretion~~ |

13 ~~to choose the mechanism for dealing~~ |

14 ~~with the Plan. However, regardless of~~ |

15 ~~the mechanism chosen, the following~~ |

16 ~~terms shall apply with respect to~~ |

17 ~~benefits accrued under the Plan,~~ |

18 ~~regardless of the source of payment to~~ |

19 ~~such Plan vested County employees~~ |

20 ~~transferred from LAP:~~ |

21 ~~A. Accrual of service credit under the~~ |

22 ~~LAP Plan shall cease upon transfer~~ |

23 ~~to the County except as provided in~~ |

24 ~~"D" below.~~ |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 B- Final-average-salary-(FAS) |
2 calculations-for-the-LAP-Plan-shall |
3 be-based-on-salary-actually |
4 received-during-tenure-with-the |
5 County-as-well-as-prior-service |
6 with-the-LAP,-but-shall-not-include |
7 any-sick-leave-in-application-to |
8 such-FAS-calculation. |
9 G- Upon-retirement,-a-transferred |
10 employee-shall-be-eligible-January |
11 1-of-each-year-for-a-cost-of-living |
12 increase-in-the-employee's-LAP |
13 pension-benefit-not-to-exceed-two |
14 percent-(2.0%),---This-increase |
15 shall-be-based-on-the-percentage |
16 increase-in-the-Consumer-Price |
17 Index-(National-All-Urban)-in-the |
18 preceding-year,-specifically |
19 October-to-October,---In-the-event |
20 the-above-index-shall-cease-to-be |
21 published,-or-ceased-to-be |
22 published-for-the-control-months |
23 cited,-a-reasonable-substitute-may |
24 be-utilized. |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 D. ~~In the event a transferred employee |~~
2 ~~does not serve sufficient time with |~~
3 ~~the County to vest in PERS, the |~~
4 ~~employee shall, upon receipt within |~~
5 ~~thirty (30) days of termination of |~~
6 ~~all employee monies withdrawal from |~~
7 ~~PERS, be credited with LAP Plan |~~
8 ~~service credit for time as a |~~
9 ~~County employee.] The County shall |~~
10 continue as plan sponsor for
11 transferred Library Association of
12 Portland employees. The County
13 shall have the sole, exclusive, and
14 non-grievable discretion to choose
15 the administrative mechanism for
16 dealing with the Plan. The parties
17 further recognize that in the
18 transition of Library employees
19 from LAP to County employment, the
20 parties made an erroneous
21 assumption regarding the
22 transferability of LAP accrued sick
23 leave in application to final
24 average salary in the PERS system.

1 The parties have met with the PERS
2 actuary to develop a process and
3 formula for making employees as
4 nearly whole as practicable with
5 respect to this error. The County
6 shall prepare and adopt a Plan
7 amendment implementing these
8 recommendations.

- 9 [• Article-17 |
- 10 Disciplinary-Action |
- 11 No-modification- |
- 12 • Article-18 |
- 13 Settlement-of-Disputes |
- 14 No-modification- |
- 15 • Article-19 |
- 16 Contract-Work |
- 17 No-modification- |
- 18 • Article-20 |
- 19 Productivity-Training-&-Performance |
- 20 Evaluation |
- 21 The-terms-of-this-Article-shall-not-apply |
- 22 except-for-Sections-1,-2,-3,-4-(excepting |
- 23 4-a-iii)-and-6.] |

1 • Article 21

2 Seniority and Layoff

3 The terms of this Article shall apply except:

- 4 1. ~~[Time-served-with-the-LAP-shall-be-treated |~~
5 ~~as-previous-government-service-in-accordance |~~
6 ~~with-Section-2-b-8.--The-agreed-upon |~~
7 ~~adjusted-service-date-provided-to-employees |~~
8 ~~by-LAP-prior-to-transfer-shall-not-be |~~
9 ~~subject-to-grievance. |~~

- 10 2.] Regardless of ultimate organizational |
11 placement, the Library shall be deemed a |
12 department for reasons of seniority and |
13 layoff.

- 14 ~~[3- The-terms-of-Section-9-7-of-the-LAP |~~
15 ~~Agreement-shall-apply-for-the-purpose-of |~~
16 ~~bumping-of-bargaining-unit-employees-by |~~
17 ~~exempt-library-employees. |~~

18 2. Job Security for Library Clerks.

19 In order to afford Library Clerk 1's and 2's
20 more job security in event of layoff, the
21 County agrees for the purpose of recall
22 rights in the event of layoff to establish
23 joint layoff lists in seniority order for
24 the following sets of classifications on a
25 Countywide basis:

1 Set 1

2 Office Assistant 1 and Library Clerk 1

3 Set 2

4 Office Assistant 2 and Library Clerk 2

5 For example, in application of this term, a
6 laid off Library Clerk 1 could be recalled
7 for a vacant Office Assistant 1 vacancy
8 elsewhere in the County. Conversely, a laid
9 off Office Assistant 1 could be recalled to
10 a vacancy in the Library. Such
11 reappointments are subject to all other
12 provisions of Article 21, including, but not
13 limited to, the qualification requirements
14 of Article 21, Section 5.a.

- 15 3. No seniority accrued while a "grandparented
16 employee" in accordance with the
17 December 19, 1991 Memorandum of
18 Understanding shall be used for layoff,
19 bumping, or recall purposes in any manner
20 adverse to the interest of an employee
21 outside the Library whose seniority was
22 accrued solely in accordance with other
23 terms of the collective bargaining agreement.

1 • Article 22

2 Shift and Work Assignments

3 ~~The terms of this Article shall not apply~~ |
4 ~~and the terms governed by the Article shall~~ |
5 ~~be governed by the terms of the LAP~~ |
6 Agreement. The terms of Article 22, Section |
7 2 shall not apply. Shift trading will be
8 allowed between employees providing the
9 trade:

- 10 1) Does not conflict with operational needs
11 2) Does not require involuntary schedule
12 changes on the part of other employees
13 3) Does not make the County liable for
14 overtime under the federal Fair Labor
15 Standards Act.

16 • Article-23 |

17 General Personnel Procedures |

18 ~~The terms of Article 23 shall apply. The~~ |
19 ~~parties recognize for purposes of bargaining~~ |
20 ~~history that prior to the implementation of~~ |
21 ~~this Agreement that all matters of~~ |
22 ~~reclassification and wage comparisons were~~ |
23 ~~exclusively determined within the LAP.~~ |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 Agreement-Classification-and-Compensation |
2 system-which-was-adopted-by-the-County-on |
3 July-1,-1990-on-an-interim-basis,--It-was |
4 recognized-by-the-parties,-however,-that-a |
5 full-integration-was-necessary-into-the |
6 County's-classification-and-compensation |
7 system,-therefore: |

8 1- On-or-before-October-1,-1990-the-County |
9 began-a-classification-and-compensation |
10 study-of-all-library-employees-to |
11 ensure-integration-into-the-County |
12 system,--In-this-study-these-positions |
13 were-treated-as-newly-created-positions |
14 for-purposes-of-determining |
15 classifications,-allocations-to |
16 classifications,-and-compensation. |

17 2- The-appeals-mechanism-for-employees-or |
18 the-Union-in-dealing-with-allocations |
19 to-classifications-and-wage |
20 determination-was-the-same-afforded |
21 other-County-employees-at-the-time-of |
22 the-Countywide-study-as-per-Article |
23 14.1.d.-of-the-1988-91-Agreement. |

1 3- For-the-purpose-of-finalizing |
2 integration-into-the-County |
3 classification-and-compensation-system |
4 at-no-cost-during-FY-90-91,-the |
5 classifications,-allocations,-and |
6 compensation-resulting-from-the-study |
7 process-cited-in-"1-and-2"-above-were |
8 implemented-for-library-employees-at |
9 one-minute-until-midnight-June-30,-1991-|

10 • Article-24 |

11 General-Provisions |

12 The-terms-of-Article-24-shall-apply-except-|

13 • Section-5,-Rules-(Amended-to-add) |

14 With-respect-to-Library-employees-the-County |

15 will,-either-before-or-after-the-transition |

16 of-governance,-but-in-no-event-later-than |

17 thirty-(30)-days-after-transition,-and-with |

18 ten-(10)-days-notice-to-the-Union, |

19 promulgate-rules-to-govern-library |

20 employees.---These-rules-shall-be-subject-to |

21 review-as-to-reasonableness-in-accordance |

22 with-Section-5.e.-above. |

23 • Section-6,-Change-in-existing-conditions |

24 (Amended-to-add) |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 With-respect-to-Library-employees,-existing |
2 conditions-which-meet-the-criteria--cited-in |
3 6.a.-above-in-the-relationship-between-the |
4 LAP-and-the-Library-Union-shall-be-deemed |
5 existing-conditions-upon-transition-to-the |
6 County,-provided-the-matter:

- 7 (1) Is-not-covered-by-the-Agreement-or |
8 County-Personnel-Rules,-or- |
9 (2) Has-not-been-discussed-or-negotiated-as |
10 part-of-the-bargaining-process-related |
11 to-the-Library-transition-

12 • New-Language |

- 13 (1) The-terms-of-Article-27-of-the-LAP |
14 Agreement-shall-be-deemed-an-existing |
15 condition-

16 • Article-25 |

17 Savings-Clause-and-Funding |

18 No-modification-

19 • Article-26 |

20 Entire-Agreement |

21 No-modification-

22 • Article-27 |

23 Termination |

24 No-modification-

- 1 • Addendum-A |
- 2 Classifications-Included-in-the-Bargaining |
- 3 Unit |
- 4 No-modification- |
- 5 • Addendum-B |
- 6 Dues-Deduction-Authorization |
- 7 No-modification- |
- 8 • Addendum-C |
- 9 People-Deduction-Authorization |
- 10 No-modification- |
- 11 • Addendum-D |
- 12 Leadworker-Assignment-and-Pay |
- 13 No-modification- |
- 14 • Addendum-E |
- 15 Premium-Pay-and-Other-Special-Provisions |
- 16 This-addendum-shall-not-apply-and-the-terms |
- 17 of-the-LAP-Agreement-shall-govern- |
- 18 • Addendum-F |
- 19 Emergency-Conditions-Provisions |
- 20 <Environmental-Services> |
- 21 This-addendum-shall-not-apply- |
- 22 • Addendum-G |
- 23 Auto-Allowance-and-Compensation |
- 24 This-addendum-shall-not-apply-and-the-terms |
- 25 of-the-LAP-Agreement-shall-govern- |
- 26 ADDENDUM H [I] - PAGE 24 OF 25 |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

- Addendum-H |
- Project-Save---Memorandum-of-Agreement |
- No-modification.] |

1
2 ADDENDUM-J |
3 TRANSITION-OF |
4 OUTSTANDING |
5 CONTRACT-ADMINISTRATION |
6 AND |
7 RELATED-ISSUES |
8

9 The parties recognize that certain matters of |
10 contract administration and negotiation which were not |
11 subject to discussion during this bargaining process may |
12 possibly be inadvertently affected by an adoption of a one |
13 year agreement. -- To address these issues: |

14 1. All Memoranda of Understanding, Agreement, |
15 or Exception which incorporated in their respective bodies |
16 termination dates for June 30, 1991 or are tied to the |
17 period of negotiations for a successor in accordance with |
18 Article 27, shall respectively be extended through June |
19 30, 1992 or the period of negotiations for a successor to |
20 the 1991-92 Agreement, unless terminated otherwise in |
21 accordance with the terms of the respective Memoranda. |

22 2. All Memoranda of Understanding, Agreement, |
23 or Exception contractually binding for the 1988-91 |
24 Agreement without termination dates shall remain in effect |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 ~~in accordance with the same conditions for termination as~~ |
2 ~~"1" above. The parties recognize that the Union believes~~ |
3 ~~that only Memoranda dated 7/1/88 through 6/30/91 could be~~ |
4 ~~contractually binding.~~ |

5 3. ~~Unless withdrawn or modified by the County,~~ |
6 ~~all letters of termination of alleged existing conditions~~ |
7 ~~issued by the County prior to bargaining for the successor~~ |
8 ~~to the 1988-91 Agreement shall remain in place but~~ |
9 ~~references to July 1, 1991 shall be changed to July 1,~~ |
10 ~~1992.~~ |

11 4. ~~The ongoing bargaining process regarding~~ |
12 ~~Commercial Drivers Licenses shall continue unaffected by~~ |
13 ~~the agreement to and implementation of this Agreement.]~~ |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 ~~that reorganizations of Departments under the prior or~~ |
2 ~~current contracts shall not limit rights any employee~~ |
3 ~~previously had with reference to departmental seniority~~ |
4 ~~with a previous department.]~~ |

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 ~~er-incorporation-by-resolution-of-any-question-of~~ |
2 ~~representation-by-the-Employment-Relations-Board.~~ |

3 2. ~~All-provisions-of-the-contract-already-previously-agreed~~ |
4 ~~upon-shall-apply-to-Probation-and-Parole-Officers-except-as~~ |
5 ~~follows:~~ |

6 a. ~~Wages~~ |

7 ~~Effective-July-1,-1991,-the-wage-rates-and-range~~ |
8 ~~for-Probation-and-Parole-Officers-shall-be:~~ |

9 ~~\$11.86/12.53/12.92/13.72/14.14/14.96/15.54/16.17~~ |

10 ~~which-shall-be-incorporated-in-Addendum-A-above.~~ |

11 ~~The-Lead-Worker-premium-shall-be-6.8%.]~~ |

12 1. ~~[b.] Pension~~ |

13 ~~[Prior-to-January-1,-1992,-the-Board-of-County~~ |

14 ~~Commissioners-shall-by-resolution-declare-that]~~ |

15 ~~E[e]mployees allocated to the classification of~~ |

16 ~~Probation and Parole Officer shall be deemed police~~ |

17 ~~officers for purposes of ORS 237.610. [with-the~~ |

18 ~~effective-date-to-be-the-date-of-execution-of-this~~ |

19 ~~agreement.--The-parties-recognize-that-the-County-enters~~ |

20 ~~into-this-agreement-solely-for-the-purposes-of-equitable~~ |

21 ~~treatment-of-County-employees-assigned-to-positions~~ |

22 ~~similar-to-these-of-state-transferees-who-by-law-are~~ |

23 ~~entitled-to-retain-Police-and-Fire-benefits-upon~~ |

24 ~~transfer-and-is-without-prejudice-to-the-County's~~ |

25 ~~position-as-to-their-status-for-any-other-purpose.~~ |

County to Local 88
Off the Record Compromise Offer
August 18, 1992

1 If the work week is within the 40 hour cap, all
2 hours worked shall be at the flat rate, hour for
3 hour basis, regardless of the starting time, day
4 worked, or length of the work day. Split work
5 weeks, varied starting and ending time for shifts,
6 and split shifts shall be permitted. [An-employee |
7 shall-be-eligible-for-overtime-at-the-double-time |
8 rate-only-if-he/she-in-addition-to-meeting-the |
9 requirements-of-Article-14.6.b,-has-worked-over |
10 forty-eight-(48)-hours-in-the-work-week-]

11 B. [++] Variations of the established work |
12 schedule shall be approved by the supervisor.

13 C. [+++] Employees receiving "after hours work |
14 calls" may respond. If responding to after hour
15 calls, employees will "adjust" their work schedule,
16 hour for hour, within the forty hour work week with
17 the approval of their supervisor.

18 [e- Dispute-Settlement |
19 All-Unfair-Labor-Practices-filed-prior-to-the |
20 tentative-agreement-date-of-this-agreement |
21 involving-Probation-and-Parole-Officers-shall-be |
22 withdrawn-with-prejudice-by-the-Parties-]

23 3- The-parties-recognize-that-there-are-other-issues-of |
24 interest-to-either-or-both-which-would-have-been-bargained |
25 if-time-delays-caused-by-litigation-had-not-effectively- |

1 ~~precluded such bargaining and made it more practicable to~~ |
2 ~~address such issues during bargaining for a successor to the~~ |
3 ~~1991-92 Agreement.]~~ |

4 **3. Holidays**

5 Because of the complexity of scheduling, and the
6 participatory scheduling process involved for certain
7 employees of the Department of Community Corrections, any
8 employee who is offered a holiday off on an observed holiday
9 but chooses to self schedule himself on that day shall be
10 granted a personal holiday in lieu of any other holiday
11 observance or pay. This personal holiday shall be used
12 within the fiscal year but in no event more than four months
13 from the date of the holiday.

14 **4. Alternative Community Services.**

15 The substantive terms of the Settlement Agreement of
16 September 27, 1988 regarding lunch hours and breaks for
17 certain employees working in Alternative Community Services
18 shall remain in full force and effect.

1 7. Are each other's sole domestic partner; and

2 8. Are jointly responsible for each other's common
3 welfare including "basic living expenses." For purposes of
4 this affidavit, "basic living expenses" means the cost of
5 basic food, shelter, and any other expenses of a member of
6 the domestic partnership which are paid at least in part by
7 a program or benefit for which the partner qualified because
8 of domestic partnership. The individuals need not contribute
9 equally or jointly to the cost of these expenses as long as
10 they agree that both are responsible for the cost.

11
12 This affidavit terminates upon the death of the signing
13 employee's spouse or domestic partner or by a change in
14 circumstances attested to in this affidavit. The signing
15 employee must notify the Employee Services Division within
16 thirty (30) days after such death or change by filing a
17 Statement of Termination of Marriage/Domestic Partnership.
18 After filing of a Statement of Termination of Marriage/
19 Domestic Partnership, the employee may not file a new
20 Statement of Marriage/Domestic Partnership for the purpose
21 of enrolling a new domestic partner for six (6) months from
22 the date such statement is received by the Employee Services
23 Division.

