



MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

(Revised: Oct. 2017)

APPROVED: MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R.2 DATE 11/1/18
TAJA NELSON, ASST. BOARD CLERK

Board Clerk Use Only

Meeting Date: 11/1/18
Agenda Item #: R.2
Est. Start Time: 9:55 a.m.
Date Submitted: 10/24/18

Agenda Title: Ratification of Collective Bargaining Agreement 2017-2022 between Multnomah County and the Multnomah County Deputy Sheriff Association (MCDSA)

Requested Date: November 1, 2018	Time Needed: 5 minutes
Department/Division: County Management/Central HR	Contacts: Steve Herron, Labor Relations Director
Phone: 503-988-4333	Email: steve.herron@multco.us
Presenters: Steve Herron, Labor Relations Director; Matt Ferguson, MCDSA President; Greg Vinning (Vice President); Jay Pentheny (Treasurer); Josh Atkins (Steward)	

General Information:

1. What are you requesting from the Board?

Ratification of the 2018-2022 collective bargaining agreement between Multnomah County and the Multnomah County Deputy Sheriff's Association (MCDSA). This ratification would impact approximately 110 FTE.

2. Please provide sufficient background information for the Board and the public to understand this issue. Please note which Program Offer(s) this action affects and how it impacts the results.

The parties have reached a tentative agreement for a successor to their collective bargaining agreement that expired on June 30, 2018. The parties began bargaining in December 2017 and held thirteen bargaining sessions, including two with the assistance of a state mediator. The parties reached this tentative agreement on September 26, 2018.

The 2018-2022 tentative agreement provides for the continuation of wages, benefits, and other working conditions. The union provided notice of its ratification to Human Resources on October 24, 2018. The 2018-2022 tentative agreement is now subject to ratification by the Board of County Commissioners. Significant provisions include:

- **Wages Retroactively Effective to July 1, 2018:** Hourly wage rates for members will be increased by 3.6%, which is equal to the Consumer Price Index for Urban Wage Earners and Clerical Workers (2nd half), December 2016 to December 2017.
- **Wages Effective July 1, 2019:** A cost of living increase for members equal to the Consumer Price Index for West – Size Class A Urban Wage and Clerical Workers (2nd Half, December 2017 to December 2018), with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).
- **Wages Effective July 1, 2020:** A cost of living increase for members equal to the Consumer Price Index for West – Size Class A Urban Wage and Clerical Workers (2nd Half, December 2018 to December 2019), with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).
- **Wages Effective July 1, 2021:** A cost of living increase for members equal to the Consumer Price Index for West – Size Class A Urban Wage and Clerical Workers (2nd Half, December 2019 to December 2020), with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%).
- **Premiums:** Increased and new premiums -
 - Detective premium – 6%
 - SWAT/HNT – 6% (changed from hours performing SWAT [MA1] duties to all hours worked)
 - Professional development – 1 to 3% if have a Bachelor's Degree; premium percentage depends upon level of DPSST certification
- **Benefits:** Benefit plan design changes with a contract reopener in January 2020 to address excise tax impacts under the Affordable Care Act (ACA).
- **Sick Leave:** Updated language in the sick leave article to comply with Oregon's Sick Time Law.

3. Explain the fiscal impact (current year and ongoing).

The costing estimates are based on the best available data and show the impact for the duration of the contract (FY 2019-FY 2022). As demographics change, the costing could shift over time.

These estimates reflect total costs associated with the contract, but in some cases, these costs have already been incorporated into the County's budget assumptions. As an

example, the cost of the 3.6% COLA in FY 2019 is \$662,405, but the County's 5-year forecast had assumed a COLA of 3.5%, making the additional impact minor. The total new costs above what has already been assumed are approximately \$457,561 in FY 2019 in all funds (\$388,469 in the General Fund).

Cost Estimates per Year of MCDSA Contract by Proposal					
*All estimates are the new costs incurred in each year only and not cumulative ongoing costs plus new costs.					
Propo sal	FY 2019	FY 2020	FY 2021	FY 2022	Total
COLA (FY 19 3.6%, FY 20- 22 1- 4%)	\$662,405	\$190,625- \$762,502	\$192,532- \$793,002	\$194,457- \$824,722	\$1,240,019- \$3,042,631
Legal Defens e Plan	\$5,940	\$1,980	\$0	\$0	\$7,920
Eliminat e Saved Holiday Bonus	(\$38,341)	(\$383)- (\$1,534)	(\$387)- (\$1,595)	(\$391)- (\$1,659)	(\$39,502)- (\$43,129)
SWAT/ HNT Premiu m	\$66,771	\$34,387- \$37,391	\$1,012- \$4,166	\$1,022- \$4,333	\$103,192- \$112,661
Detectiv e Pay	\$71,090	\$36,611- \$39,810	\$1,077- \$4,436	\$1,088- \$4,613	\$109,866- \$119,949
Educati on Pay	\$352,101	\$3,521- \$14,084	\$3,556- \$14,647	\$3,592- \$15,233	\$362,770- \$396,065
Total	\$1,119,966	\$266,741- \$854,233	\$197,790- \$814,656	\$199,768- \$847,242	\$1,784,265- \$3,636,097

Article 9, Sick Leave:

Eliminate Saved Holiday Bonus for Limited Sick Leave: (\$38,341)

In order to comply with Oregon's Sick Time Law, this measure removes the saved holiday bonuses for limited use of sick leave. This proposal will save approximately \$25,556 in wages and \$12,785 in salary-related benefits and insurance costs, for a total ongoing savings of \$38,341 in all funds. The small impacts in FY 2020-2022 are due to COLA adjustments on the increase in salary.

Article 11, Health and Welfare

Insurance Plan Redesigns:

The net cost impact of the insurance plan redesigns is immaterial.

Article 13, Tort Claim Defense and Indemnification

Legal Defense Plan Reimbursement (effective 10/25/18): \$5,940

Under this measure, Multnomah County will reimburse MCDSA up to \$5 per employee for the premiums of a legal defense plan. At the time data was pulled, there were 132 budgeted positions. This measure will cost approximately \$5,940. The impact in FY 2020 is due to the impact of having the proposal effective for an entire fiscal year.

Article 16, Compensation

FY 2019 - 3.6% COLA: \$662,405

The 3.6% COLA increase will cost approximately \$441,521 in wages and \$220,884 in salary-related benefits and insurance costs for a total ongoing cost of \$662,405 in all funds.

FY 2020 – 1-4% COLA: \$190,625-762,502

The 1-4% COLA increase will cost approximately \$127,060-\$508,240 in wages and \$63,565-\$254,262 in salary-related benefits and insurance costs for a total ongoing cost of \$190,625-\$762,502 in all funds.

FY 2021 – 1-4% COLA: \$192,532-\$793,002

The 1-4% COLA increase will cost approximately \$128,331-\$528,569 in wages and \$64,201-\$264,433 in salary-related benefits and insurance costs for a total ongoing cost of \$192,532-\$793,002 in all funds.

FY 2022 – 1-4% COLA: \$194,457-\$824,722

The 1-4% COLA increase will cost approximately \$129,614-\$549,712 in wages and \$64,843-\$275,010 in salary-related benefits and insurance costs for a total ongoing cost of \$194,457-\$824,722 in all funds.

Detective Premium (effective 10/25/18): \$71,090

This measure will cost approximately \$47,384 in wages and \$23,706 in salary-related benefits and insurance costs for a total ongoing cost of \$71,090 in all funds. The impacts in FY 2020-2022 are due to the impact of having the premium effective for an entire fiscal year and COLA adjustments on the increase in salary.

SWAT/HNT Premium (effective 10/25/18): \$66,771

At the time that data was pulled, there were 11.00 FTE that would be eligible for this premium. This premium will now be 6% for the duration of a SWAT or HNT assignment. Previously, the premium was 6% on hours worked performing SWAT team duties. This measure will cost approximately \$44,505 in wages and \$22,266 in salary-related benefits and insurance costs for a total ongoing cost of \$66,771 in all funds. The impacts in FY 2020-2022 are due to the impact of having the premium effective for an entire fiscal year.

and COLA adjustments on the increase in salary.

Article 17, Professional Development

Bachelor's Degree Pay: \$352,101

This measure provides a 1%-3% premium to employees who have a Bachelor's Degree, depending on the employee's level of DPSST certification. At the time that data was pulled, there were 88 employees who would be eligible for this pay. This measure will cost approximately \$234,687 in wages and \$117,414 in salary-related benefits and insurance costs for a total ongoing cost of \$352,101 in all funds. The impacts in FY 2020-2022 are due to COLA adjustments on the increase in salary.

4. Explain any legal and/or policy issues involved.

N/A

5. Explain any citizen and/or other government participation that has or will take place.

N/A

Required Signature:

Elected Official/
Department Director:

Marissa Madrigal

Date:

10/24/18

2014-2018 ~~2018-2022~~

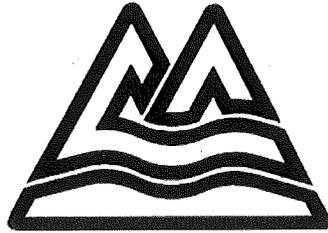
AGREEMENT

between

Multnomah County, Oregon

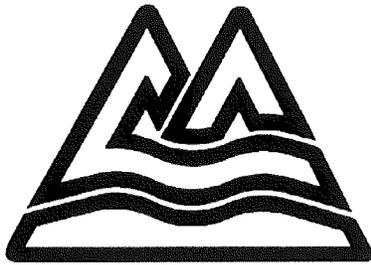
and

Multnomah County Deputy
Sheriff's Association



2014-20182018-2022

**AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND THE
MULTNOMAH COUNTY DEPUTY SHERIFF'S ASSOCIATION
MCDSA**



**Labor Relations
501 SE Hawthorne, Suite 400300
Portland, OR 97214
(503) 988-5135**

This document is available in accessible format upon request

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~~2014-2018~~2018-2022

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

And The

MULTNOMAH COUNTY DEPUTY SHERIFFS ASSOCIATION

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association. The County, the Sheriff, and the Association recognize that the effectiveness of the Multnomah County Sheriff's Office depends upon the professionalism of members of the bargaining unit. The parties pledge through this Agreement to strive for ever-improved services to the public of Multnomah County.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

The parties agree as follows:

ARTICLE 2
RECOGNITION

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The County recognizes the Association as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit (defined hereinafter) for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all non-supervisory sworn employees of the Sheriff's Office defined by Civil Service as Deputy Sheriff/Public Safety Officers, Sergeants, employees employed as Civil Deputy and Civil Deputy/Senior hereinafter referred to as "Civil Deputies"; and specifically excluding, Lieutenants and the Sheriff, and any other employees of the equivalent rank of Lieutenant or higher. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

All members covered by this contract are considered strike prohibited per ORS 243.736. If after bargaining, the parties do not reach agreement, the Association may exercise its right to submit the matter(s) to binding arbitration per ORS 243.742 for sworn employees.

ARTICLE 3
MANAGEMENT RIGHTS

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The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Sheriff's Office, determining the levels of service and methods of operation including subcontracting (except duties determined by the Sheriff to require performance by sworn law enforcement officers) and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

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ARTICLE 4
ASSOCIATION SECURITY

Employees shall have the right to self-organize, to form, join, or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Association activities.

ARTICLE 5

DUES & CHECK OFF AND SERVICE FEE

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4 A. All employees covered under the terms of this Agreement may voluntarily
5 ~~join the Association as a member. The County agrees to deduct twice each month from~~
6 ~~the pay of employees covered by this Agreement as applicable:~~

7 ~~B. 4. The County agrees to deduct twice each month from the pay of~~
8 ~~employees covered by this Agreement (The Association membership dues, fees,~~
9 ~~costs, charges and regular assessments of those Association members who~~
10 ~~individually authorize request such deductions in writing. Such authorization shall be~~
11 ~~terminable upon such notice as is specified in the authorization.;~~

12 ~~2. A monthly service fee, in lieu of dues and regular assessments, from~~
13 ~~any employee who is a member of the bargaining unit and who has not joined the~~
14 ~~Association within thirty (30) days of becoming an employee. This service fee shall be~~
15 ~~segregated by the Association and used on a pro-rata basis solely to defray the cost~~
16 ~~of its services in negotiating and administering this contract.~~

17 ~~B. The Association expressly agrees that it will safeguard the rights of~~
18 ~~non-association of employees, based upon bona fide religious tenets or teachings of a~~
19 ~~church or religious body of which such employee is a member. Such employee shall~~
20 ~~pay the monthly service fee (Section A.2. above) to a non-religious charity mutually~~
21 ~~agreed upon by the employee making such payment and the Association, or in lieu~~
22 ~~thereof, the employee shall request that such monthly service fee payments not be~~
23 ~~deducted and shall make such payment to a charity as heretofore stated and shall~~
24 ~~furnish written proof to the Association and the County, when requested, that this has~~
25 ~~been done.~~

26 C. The Association expressly agrees that no funds derived from the monthly
27 service fees shall be expended for political purposes by the Association.

28 — The amounts to be deducted shall be certified to the County by the
29 Treasurer of the Association, and the aggregate deductions of all employees shall be
30 remitted, together with an itemized statement, to the Treasurer of the Association by
31 the first day of the succeeding month after such deductions are made. Any change in

1 the amounts to be deducted requires thirty (30) days advance notice from the
2 Treasurer to the County.

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

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

11 DE. The Association agrees that it will indemnify, defend and hold the County
12 harmless from all suits, actions, proceedings or claims against the County or persons
13 acting on behalf of the County, whether for damages, compensation, reinstatement or
14 any combination thereof, involving the application of this Article. In the event that any
15 forum decides that any part of this Article is invalid and/or that reimbursement ~~of the~~
16 ~~monthly service fee to non-members~~ must be made to employees affected, the
17 Association shall be solely responsible for such reimbursement.

ARTICLE 6

NO STRIKE AND NO LOCKOUT

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No employee covered by this Agreement shall engage in any work stoppage, slowdown, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, or strike takes place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, or strike is in violation of this contract and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County.

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

1 ARTICLE 7

2 HOLIDAYS

3
4 **A. Holidays and Holiday Pay.**

5 _____ Any day the President and/or Governor of Oregon declares a holiday for
6 all public and private sector employees shall be recognized and observed as a paid
7 holiday. In lieu of any other specific, recognized or observed holidays, each employee
8 shall be credited with eleven (11) personal holidays per year at the commencement of
9 each fiscal year, and the employee shall receive one (1) day's pay at the straight time
10 rate for each of the holidays selected on which he performs no work. It is recognized
11 that one of these personal holidays is in memory of the contributions of Martin Luther
12 King Jr. to the people of the United States. An employee hired subsequent to July 1
13 of a fiscal year shall be credited with seven and three tenths (7.3) hours of personal
14 holiday time for each full month remaining in the fiscal year.

15 If any employee is scheduled to work New Year's Day, Independence Day,
16 Thanksgiving Day, or Christmas Day and still has remaining personal holidays, such
17 work day may be designated as a personal holiday and worked at the holiday overtime
18 rate of two and one-half (2-1/2) times the regular rate. With approval of Lieutenant or
19 above, Christmas Day may be traded for any other religious holiday during the calendar
20 year, provided the employee uses paid leave for, or works on December 25 at the
21 employee's straight time rate. The employee must request such holiday trade in writing
22 during the month of July each year prior to the requested trade.

23 The Sheriff may, upon ten (10) ~~days' notice~~ days' notice, however, declare New
24 Year's Day, Independence Day, Thanksgiving Day, or Christmas Day (or alternate
25 religious holiday) to be a holiday for all or certain non-patrol personnel.

26 **B. Taking of Holidays.**

27 _____ Employees shall be allowed to use the personal holidays consecutively
28 and/or in conjunction with regularly scheduled vacations. Consistent with the needs of
29 the Sheriff's Office, as reasonably determined by the Sheriff or his designee(s), an
30 employee shall be granted a personal holiday upon fifteen (15) days' notice or upon
31 mutual agreement. Upon demand by the employee or the Association, the Sheriff's

1 Office will provide in writing the reason(s) for any denial of such request within three
2 (3) working days.

3 **C. Unused Holidays**

4 _____ Personal holidays do not accrue on the same basis as vacations.
5 Effective July 1, 2000, personal holidays, which have not been used by June 30 of the
6 fiscal year, shall be forfeited except that the employee may carry over into the next
7 fiscal year up to six (6) unused personal holidays. However, in no event may an
8 employee's beginning holiday balance exceed seventeen (17) personal holidays as of
9 July 1 of a fiscal year, including holidays carried over from the preceding fiscal year.

10 In no event shall an employee be paid for unused personal holidays at the time
11 of termination.

12 **D. Court Holidays**

13 _____ Employees who are assigned to units, which observe court holidays shall
14 be allowed to work in other assignments on the court holiday, provided they have
15 notified the County at least thirty (30) days in advance of their intention to work on the
16 holiday. It shall be the County's responsibility to assign the work, consistent with the
17 employee's normal hours of work.

18 **E. Civil Deputies**

19 _____ In addition to the eleven (11) personal holidays listed in Section "A"
20 above, Civil Deputies will be granted one (1) additional personal holiday each year of
21 this agreement as compensation for vacation accrual offset effective July 1, 2004.

ARTICLE 8
VACATION LEAVE

A. **Accrual**: Employees shall accrue vacation time in accordance with the following schedule:

1. **Less than Five (5) Years - Two (2) Weeks per Year:**

Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours.

2. **Five (5) Years but less than Ten (10) Years - Three (3) Weeks per Year:**

10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.

3. **Ten (10) Years But Less Than Fifteen (15) Years – Four (4) Weeks per Year:**

20,880 straight time hours, but less than 31,320 straight-time hours of continuous service, .0769 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e. 160 hours) vacation.

4. **Fifteen (15) Years or More but less than twenty (20) years of service – Five (5) Weeks per Year:**

31,320 or more straight-time hours of continuous service, .0961 hours per straight-time hour worked, cumulative to five hundred (500) hours; and shall be entitled to five (5) weeks (i.e. 200 hours) vacation.

1 **5. Twenty (20) Years of More – Six (6) Weeks per Year.**

2 41,760 or more straight-time hours of continuous service, .1154
3 hours per straight-time worked, cumulative to five hundred (500)
4 hours; and shall be entitled to six (6) weeks (i.e. 240 hours)
5 vacation.

6 **B. Continuous Service.**

7 _____ For the purposes of this Article, continuous service shall not be
8 terminated by voluntary termination or involuntary termination due to the expiration of
9 a layoff list, but shall be terminated for discharge for cause. Time in continuous service
10 shall exclude any leave of absence without pay, except for Family Medical Leave
11 Act/Oregon Family Leave Act (FMLA/OFLA) leave or any other leave guaranteed by
12 law, which exceeds thirty (30) calendar days and breaks between periods of regular
13 MCSO employment.

14 **BC. Vacation Times.**

15 _____ Employees shall be permitted to choose either a split or an entire
16 vacation. –Vacation sign-up will be in workweek (40 hour) blocks during the first
17 seniority preference sign-up. –Vacation times shall be scheduled by the County.
18 Scheduling shall be based primarily on the needs of efficient operations and the
19 availability of vacation relief. –Sign up for vacation shall be during or prior to January of
20 each calendar year. –Within each unit and shift assignment there shall be an annual
21 sign-up and every employee shall have the right to express his preference for vacation
22 time, but vacation time shall be determined on the basis of seniority, within job
23 classification. Each employee will be permitted to exercise his right of seniority only at
24 the annual sign up. –The right of exercise of seniority will be limited in total for
25 compensatory time off, personal holidays and vacation sign up to the amount of the
26 employee's annual vacation.

27 **CD. Termination or Death.**

28 _____ After six (6) months of service, upon the termination of an employee for
29 any reason, or in the event of the death of an employee, all accumulated vacation shall
30 be paid either to the employee or his heirs, whichever the case may be.

1 **ARTICLE 9**
2 **SICK LEAVE**
3

4 **A. Accrual**

5 1. Employees shall accrue sick leave at the rate of .0461 hours for
6 each straight time hour worked, to be used in the event of his illness or illness of a
7 member of his immediate household. Sick leave may be accrued on an unlimited
8 basis. The first forty (40) hours per year of "paid sick time," as defined under ORS:
9 653.601(6), are protected under Oregon's sick state leave law. Accrued sick leave
10 taken in excess of forty (40) hours per year is not covered or protected under the state
11 sick leave law, but may be considered protected leave under other state and federal
12 laws.

13 2. In cases where the employee is absent in excess of three (3) days,
14 the County may, selectively, without discrimination, request from such employee a
15 physician's statement verifying that the absence was due to illness.

16 **B. Death**

17 In addition to regular sick leave, an employee shall be granted not more
18 than three (3) days leave of absence with payment at the regular rate of pay for working
19 time missed during such three (3) day period in the event of death in the immediate
20 family of the employee. Such leave with pay shall be for the purpose of making
21 household adjustments or to attend funeral services. If such funeral is beyond three
22 hundred and fifty (350) miles, the employee may be granted up to three (3) additional
23 days with pay at the discretion of the Sheriff for travel and personal considerations.

24 **C. Immediate Family**

25 An employee's immediate family shall be defined as his or her spouse or
26 domestic partner, parents, step-parents, children, step-children, siblings, step-siblings,
27 grandchildren, grandparents, brothers-in-law, sisters-in-law and the parents, step-
28 parents, children, siblings, step-siblings and grandparents of his or her spouse or
29 domestic partner and any other familial relationship as defined under FMLA, OFLA, or
30 County policy. For purposes of this section, if an employee has a domestic partner as
31 described above, that domestic partner's children shall be treated as children of the

1 employee if, before their death, the employee legally adopted them or they regularly
2 lived with the employee and domestic partner for at least six (6) months immediately
3 prior to the death as part of a joint familial unit to which the employee regularly
4 contributed financial support and parental guidance. Further, the legally recognized
5 parents and siblings of the domestic partner shall be treated as in-law equivalents of
6 the employee. In the event of death involving relationships other than those set forth
7 above, under exceptional circumstances, a leave of absence may be granted by the
8 Sheriff upon request.

9 **D. Maternity Leave.**

10 ~~Use will be subject to the same standards as any other illness or injury~~
11 ~~under the terms of this article and as required by FMLA/OFLA.~~

12 **E. Parental Leave.**

13 ~~Use will be subject to the same standards as any other illness or injury~~
14 ~~under the terms of this article and as required by FMLA/OFLA.~~ Sick leave may be used
15 by employees during Parental Leave as defined by FMLA/OFLA, except that the
16 amount of leave taken by the other parent of the employee's child will not affect the
17 amount of Parental Leave available to the employee. Additional parental leave benefits
18 may be available to bargaining unit members under County policies in place at the time
19 of the leave.

20 **F. Saved Holiday Bonus for limited use of Sick Leave.**

21 ~~Effective July 1, 2005, employees who have worked full time for the entire~~
22 ~~preceding fiscal year are eligible to receive saved holiday time as a bonus incentive for~~
23 ~~low sick leave usage, as specified below.~~

24 ~~1. Eligible employees who use no more than one (1) day, (does not~~
25 ~~include FMLA/OFLA) of sick leave in a fiscal year will receive two (2) days of saved~~
26 ~~holiday time for use after July 15 of the following fiscal year; those who use more than~~
27 ~~one (1) day but less than two (2) days of sick leave will receive one (1) day of saved~~
28 ~~holiday time.~~

29 ~~2. Use of saved holiday time will be governed by the provisions of Article~~
30 ~~7, Section C.~~

1 F. Tuition Reimbursement.

2 _____ The County will reimburse an employee for the cost of tuition for any
3 course of study taken on the employee's own time which, in the County's judgment, is
4 related to the employee's position and will result in improved performance, subject to
5 the County's budgetary limitations and priorities. Employees shall apply for approval
6 of the request for reimbursement at least five (5) days prior to the proposed enrollment.
7 If approved in writing prior to enrollment, the County will make reimbursement within
8 thirty (30) days after proof of satisfactory completion of the course. In addition, the
9 County may advance the cost of tuition and incidental expenses if, in the County's
10 judgment, such advance is consistent with County financial and operational needs and
11 priorities, and the employee signs an agreement that if he or she does not satisfactorily
12 complete the course, the County will have the right to deduct the amount of the
13 advance from his pay or use other means to collect the amount of the advance.

14 G. Military Service.

15 1. Leave With Pay.

16 _____ In compliance with State law (ORS 408.290) following six (6)
17 months of employment, any employee may apply for a leave of absence with pay for
18 any period of annual active duty for training as a member of the National Guard,
19 National Guard Reserve or of any reserve component of the Armed Forces of the
20 United States. Such leave with pay and without loss of benefits or accrual of benefits
21 shall not exceed fifteen (15) calendar days or eleven (11) work days in any one (1)
22 calendar year.

23 2. Leave With Repayment.

24 _____ Employees shall be allowed to attend required military service or
25 training sessions which fall on their regular working day(s) in lieu of their scheduled
26 shift provided that twenty (20) days' notice is given and they agree to and do work on
27 a scheduled day(s) off in compensation. Such repayment shall be made within thirty
28 (30) calendar days or the equivalent amount of pay shall be deducted from the
29 employee's next paycheck. When an employee fails to comply with this section on two
30 (2) separate occasions during the term of this contract, further rights under this Section
31 shall be suspended for twelve (12) months from the date of the second infraction.

1 3. Leave Without Pay

2 _____ In compliance with Federal law (38 USC CH. 43, Part III), an
3 employee shall be granted military leave without pay for such days as are not
4 compensated under the provisions of subsections 1 and 2 above. There is no limitation
5 on the number or duration of such leaves. An employee on such leave shall preserve
6 the seniority status, pay, and vacation he would have had if he had not been absent
7 for such purposes.

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance.

A. Definitions and Contributions Toward Insurance Premiums.

1. Definitions Full-Time employees

a. Full-Time Employees

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

b. Part-Time Employees

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

In the event the County elects to employ part-time employees in positions covered by this Agreement, the County will bargain with the Association regarding the terms of coverage, consistent with applicable law.

2. Medical Plans and Insurance Contributions

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

Effective January 1, 2019

Health Plan	County Contribution	Full-Time Employee Contribution
Moda Performance Plan	90%	10%
Moda Preferred Plan	95%	5%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

Effective January 1, 2020

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

<u>Health Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Moda Performance Plan Moda Plan 400	90 <u>2.5%</u>	40 <u>7.5%</u>
Moda Preferred Plan	95%	5%
Moda Major Medical Plan	100%	0%
Kaiser Medical Plan	95%	5%

6
7 **3. Dental Plans and Insurance Contributions**

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

11
12 Effective January 1, 2019

<u>Dental Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Moda Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%
Willamette Dental Group	95%	5%

13
14 Effective January 1, 2020-

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

18

<u>Dental Plan</u>	<u>County Contribution</u>	<u>Full-Time Employee Contribution</u>
Moda <u>Delta</u> Dental Plan	95 <u>93%</u>	5 <u>7%</u>
Kaiser Dental Plan	95 <u>93%</u>	5 <u>7%</u>

Willamette Dental Group	93%	7%
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1
2 **B. Health Care Cost During the Term of Agreement.**

3 _____ The Association and the County recognize the increasing cost in health
4 care to be a major concern. In an effort to collaborate together over quality health
5 plans, design changes and increasing costs, the County agrees to notify the
6 Association any time there is a proposed change in plan design, change in plan
7 designs offered to other bargaining units or any optional changes proposed by carriers
8 that would impact plan design cost or plan designs. -The County agrees to meet with
9 the Association whenever the Association requests to meet regarding proposed
10 changes in plan designs by other bargaining units or changes offered by carriers that
11 would impact plan designs. Changes in plans or plan designs which are mandatory by
12 carriers and which cannot be resolved by the parties shall be subject to notice and
13 expedited bargaining obligations, consistent with applicable law. -Mandated coverage
14 changes due to Federal or State laws, rules, or regulations shall be presented to the
15 Association, but will be implemented by the County as required by law.

16 **C. Premium Calculations.**

17 **1.** _____ For Kaiser Plans, the premium charges shall be the amount
18 charged by Kaiser to the County. -For the Moda plans, the premium charges shall be
19 calculated, using sound actuarial principles, and include projected claim costs based
20 on plan experience as required by state regulations, IBNR expenses, Federal or
21 Oregon Medical Insurance Pool ~~state~~ assessments, pharmaceutical claim expenses,
22 stop-loss premiums, third-party benefit plan administration costs, and an appropriate
23 trend factor selected to limit County contributions and employee cost shares while
24 providing adequate funding for plan operations. -The Association may challenge the
25 accuracy of the premium calculations through the grievance and arbitration procedure
26 and the arbitrator shall have the authority to award a refund of excess contributions for
27 the calendar year in which the miscalculation was determined to have occurred.

28 **2.** _____ Such a challenge shall not be limited by the time lines set forth in
29 Article 20; but only one challenge may be filed for any calendar year, and any award
30 of excess contributions shall be limited to that year.

1 **D. Employee Contribution**

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

6 **E. Moda Major Medical Plan Rebates**

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

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

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

18 **2. Full-Time Employees who Opt Out**

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

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

29 **G. Successor Plans and Carriers**

30 1. In the event that any of the current insurance plans become
31 unavailable, the County agrees to provide to affected employees a substitute plan for

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

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

8 a. **Employee Benefit Advisory Team (EBAT)**

9 ___The Association and the County have shared interest in
10 addressing increasing health insurance costs. In an effort to collaborate together over
11 quality health plans, design changes and cost management, the parties agree to
12 participate on an Employee Benefits Advisory Team (EBAT) with such other County
13 employee bargaining units as agree to participate, to review and consider health plans,
14 design changes and cost sharing features. The EBAT will be advisory only, and will
15 report member recommendations to the County Chair. EBAT does not preclude the
16 parties from entering into any Memoranda of Agreement (MOA) authorizing mutually
17 agreed-upon plan changes. The Association will be entitled to one representative
18 bargaining unit member on the EBAT.

19 b. **PPACA Excise Tax Reopener**

20 ___On or after ~~July 1, 2016~~January 1, 2021, either the County
21 or Association may exercise a limited reopener of Article 11, Health and Welfare; and
22 Article 16, Compensation, effective as of January 1, 2022. Additional articles may be
23 reopened by agreement of the parties. This reopener will be for the exclusive purpose
24 of addressing the impacts and effects of the PPACA Excise Tax or revisions thereto,
25 and may include, but is not limited to, plan and plan design changes. This reopener
26 will be subject to the same rules and bargaining process that pertains to the expedited
27 bargaining process set forth in ORS 243.698.

28 H. **Default Enrollment**

29 New Full-Time employees who fail to submit timely application to Opt Out
30 or enroll into the medical and dental benefit plans described in Section A will be
31 enrolled by default in the County's Major Medical plan and Moda Dental plan, with

1 employee only coverage. Eligible dependents of such employees may be enrolled in
2 the default plans if the employee submits an application requesting dependent
3 enrollment within fifteen (15) days of receiving notice of his ~~or her~~ their default
4 enrollment.

5 I. **Eligible Dependents (Enrollment & Termination of Enrollment)**

6 1. **Spouses and domestic partners**

7 a. **Definitions**

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

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

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

17 (b) Has a close personal relationship.

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

20 (1) Are not legally married to anyone;

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

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

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

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

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

1 **b. Enrollment of Spouse/Domestic Partner**

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

9 **2. Children**

10 **a. Definition**

11 "Eligible children" includes:

12 i. any biological or adoptive child of the employee or
13 employee's spouse/domestic partner who is under the age of ~~twenty-three~~six (23~~6~~); or

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

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

22 iiiv. ~~any one~~anyone under the age of twenty-six (26) for
23 whom the employee is required by court order to provide coverage, or

24 iv. the newborn children of an enrolled, unmarried,
25 eligible child of the employee or employee's spouse/domestic partner (grandchild of
26 employee) if:

27 (a) the parent child is under age twenty-three (23) at
28 the time of the grandchild's birth,

29 (b) both parent child and grandchild reside with
30 County employee,

31 (c) Grandchild's eligibility for coverage ends upon

1 the parent child's twenty-third (23rd) birthday or marriage date, whichever occurs first,
2 unless the County employee has legal custody of the grandchild.

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

10 **b. Enrollment of Dependent Children**

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

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

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

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

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

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

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

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

Commented [SKA1]: This sentence seems incomplete.

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

10 e. Dependent health plan coverage ends on the last day of
11 the calendar month in which the termination event occurs, examples:
12

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

13
14 **J. When Benefits Coverage Begins and Ends.**

15 **1. Coverage for new employees**

16 **a. Medical and Dental Benefits**

17 ~~The employee and eligible dependents will be covered by~~
18 ~~medical and dental benefits the first (1st) day of the month following hire, provided the~~
19 ~~employee has submitted completed enrollment form and other required documents to~~
20 ~~the Employee Benefits office prior to that date. Employees who enroll on the first (1st)~~
21 ~~of the month will be covered that day provided that the employee has completed all~~
22 ~~required submissions to the Employee Benefits Offices. Employees who submit enroll~~
23 ~~an enrollment form after the first (1st) day of the month following hire, but within thirty-~~
24 ~~one (31) days of hire, will be covered the first (1st) day of the month following date~~
25 ~~completed enrollment forms are received by Employee Benefits Office. Employees~~

1 who do not submit an enrollment form enroll within thirty-one (31) days of hire will be
2 enrolled based on the default enrollment procedure. Coverage under the default
3 plan(s) will begin on the first (1st) day of the month following thirty-one (31) days of
4 employment.

5 **2. Benefits coverage for terminating employees**

6 **a. Retirees**

7 **i. County-subsidized coverage**

8 Benefits options for retirees are provided for in
9 Section "K" below.

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

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

13 **b. Other terminating employees**

14 **i. County sponsored coverage**

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

18

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

19
20
21 **Example:** Employee A's last working day in paid status is July 15.
22 Employee A's County sponsored health plan coverage will end July 31. Employee B's
23 last working day in paid status is July 16. Employee B's County sponsored health plan
24 coverage will end on August 31. Employee B will have additional cost shares deducted
25 from final paychecks to cover the cost shares for August coverage.

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

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

3. **Employees on unpaid leaves of absence**

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

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

b. **FMLA/OFLA Leaves**

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

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

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

c. **Non-FMLA/OFLA Unpaid Leaves**

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

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

<u>31st Day of Unpaid Non-FMLA/OFLA Leave</u>	<u>Coverage Ends</u>
1st - 15th of month	End of the month
16th - 31st of month	End of the following month

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

1 retiree continuously self-paid the premium for his County medical insurance plan from
2 the date of retirement until the date of his eligibility for County-paid benefits as provided
3 in this section.

4 **3.** Except as otherwise provided in this Section, retirees may
5 continue to participate in the County medical plan available to members, but not in
6 other County plans not available to members. Coverage of eligible dependents
7 uniformly terminates when coverage of the retiree terminates, except as otherwise
8 required by applicable state or federal law.

9 **4.** To the extent members are permitted to choose from among two
10 (2) or more medical insurance plans, retirees shall be entitled to choose between the
11 same plans under the same conditions and at the same times as apply to members.
12 Retired employees participating in the members' medical insurance plan shall be
13 subject to the application of any change or elimination of benefits, carrier, administrator
14 or administrative procedure to the same extent and at the same time as are members.

15 **5.** The retiree shall be responsible for promptly notifying the
16 Employee Benefits Office in writing, of any changes in the retiree's current address
17 and of any changes in retiree or dependent eligibility for coverage.

18 **6. Retiree Benefits Eligibility**

19 **a.** If a retiree has thirty (30) years of continuous County
20 service, regardless of age, the County shall pay one-half (1/2) of the monthly medical
21 insurance premium on behalf of the retiree and his eligible dependents, until the
22 retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier.

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

28 **i.** five (5) years of continuous County service
29 immediately preceding retirement at or after age fifty-eight (58) years, or

30 **ii.** ten (10) years of continuous County service
31 immediately preceding retirement prior to age fifty-eight (58) years, or

1 iii. ten (10) years of continuous County service
2 immediately preceding disability retirement regardless of age.

3 c. Retiree eligibility to participate in County health care
4 coverage will terminate upon the retiree's eligibility to participate in Medicare due to
5 age or disability. Coverage of eligible dependents uniformly terminates when
6 coverage of the retiree terminates, or the ~~dependant~~dependent becomes eligible for
7 Medicare due to age or disability, except as otherwise required by applicable state or
8 federal law. This provision does not apply to any retirees or ~~dependants~~dependents
9 of retirees who participate in County health care coverage prior to the ratification date
10 of this Agreement.

11 7. Actual application for Medicare shall not be required for a finding
12 that a retiree is "eligible for Medicare" under subsection 6 of this section.

13 8. Part-time service in a regular budgeted position shall be prorated
14 for purposes of the service requirements set forth in subsection 6 of this section. (For
15 example, twenty (20) hours per week for two (2) months would equal one (1) month
16 toward the applicable service requirement).

17 9. In addition to the other requirements of this section, continued
18 medical plan participation or benefit of County contributions is conditioned on the
19 retiree's continuous participation in the members' medical and/or dental insurance plan
20 from the time of retirement, and upon the retiree's timely payment of the applicable
21 retiree portion (i.e., 50% or 100%, as applicable) of the monthly premium. Failure to
22 continuously participate or make timely and sufficient payment of the applicable retiree
23 portion of the monthly premium shall terminate the retiree's rights under this section.
24 However, a retiree who retires on or after ratification of this Agreement will be allowed
25 to leave coverage and opt back on to a County plan as a one-time opportunity. To
26 receive this benefit, the retiree must demonstrate continuous coverage under another
27 employer-sponsored group medical plan and must enroll within sixty (60) calendar
28 days of loss of coverage under the other group medical plan. The effective date of
29 coverage will be the first (1st) day of the month on or after receipt of all enrollment
30 forms.

1 _____ The County shall inform the retiree of the identity and mailing
2 address of the ~~collection-billing~~ agent at the time the retiree signs up for continued
3 post-employment medical insurance coverage, and shall inform the retiree of changes
4 of ~~collection-billing~~ agent not less than forty-five (45) days in advance of the effective
5 date of the change.

6 10. In the event the state or federal government mandates County
7 participation in and payment, in whole or in part, for any medical and/or dental
8 insurance or benefits plan which provides retirees with medical benefits or insurance
9 coverage which would constitute a substantially similar substitute for the benefits or
10 coverage and for substantially the same period as provided in this section, the County
11 may cancel, in whole or in part, the rights and benefits which would otherwise be
12 provided under this section to the categories of retirees or persons covered by the
13 state or federal mandate, by written notice to the Association and retirees affected by
14 the cancellation.

15 11. In the event County insurance premium payments on behalf of
16 retirees or their dependents are made subject to state or federal taxation, any
17 additional County tax liability shall be directly offset against such payments required
18 under this section. (For example, if the effect on the County of the additional tax is to
19 increase the County's outlays by an amount equivalent to ten percent (10%) of
20 aggregate monthly retiree premium, the County's contribution shall be reduced to forty
21 percent (40%) of premium, so that net County costs will remain unchanged). In such
22 event, upon request by the County, the Association agrees to meet and discuss
23 alternatives, which may have greater tax advantage for members and the County.

24 **II. Other Benefits**

25 **A. Disability Insurance**

26 **1. Long-Term Disability Insurance**

27 The employer shall purchase on behalf of each benefit eligible
28 employee that works twenty (20) hours or more a week a long-term disability insurance
29 policy. All bargaining unit employees will be covered by a County paid long-term
30 disability insurance policy, the provisions of which will be the same as those in the
31 UNUM County's group policy plan as specified to the Association available to other

1 Multnomah County employees. The County may not terminate a disabled employee
2 (except for cause unrelated to the disability) during the period of disability.

3 **2. Optional Short Term Disability Insurance**

4 Any full-time employee covered by this Agreement may participate
5 in the County's optional Short-Term disability insurance program plan as specified to
6 the Association. The monthly premium must be paid individually through payroll
7 deduction. Short-term disability elimination period is thirty (30) days with benefits
8 ending at the ninetieth (90th) day for timely enrollees within thirty-one (31) days of hire.
9 These forms are processed by the Employee Benefits Office. Qualification is subject
10 to the eligibility requirements of the disability carrier contract.

11 **B. Medical Flexible Spending Account**

12 **1. Medical expenses**

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

18 **2. Dependent care expenses**

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

23 **3. Transportation Expenses**

24 To the extent permitted by law, Transportation Assistance
25 Plan (TRP) accounts, which allow employees to pay for eligible transit and
26 parking with pre-tax wages, will be available according to the terms of the
27 Multnomah County Transportation Expense Plan, as may be modified from time
28 to time.

29 **C. Voluntary Employee Beneficiary Association (VEBA)**

30 ~~(Voluntary Employee Beneficiary Association)~~ The County will contribute
31 an amount equal to one percent (1%) of each Association member's base and overtime

1 wage and, at time of voluntary termination, one hundred percent (100%) of Association
2 member's accrued vacation cash out. Voluntary termination identifications are listed
3 in the March 24, 2015 Memorandum of Agreement between the Association and the
4 County. The contribution process will remain in place for the term of this collective
5 bargaining agreement, with extension of the contributions subject to annual review by
6 mutual agreement of the Association and County.

7 **D. Life Insurance**

8 The County agrees to continue providing each employee covered by this
9 Agreement with the existing term life in the amount of fifty thousand dollars (\$50,000)
10 and accidental death and dismemberment insurance in the amount of one hundred
11 thousand dollars (\$100,000). Retirees of the Sworn Law Enforcement Officer's
12 Retirement System who retire on or after 7/1/2001 will be provided with five thousand
13 dollars (\$5,000) term life insurance coverage. Employees shall designate their
14 beneficiaries. Any increases to the County provided coverage will be implemented
15 following ratification of this agreement and are subject to the terms of the insurance
16 contract.

17 **III. Health and Security of Persons and Facilities; Administrative Search**

18 **Authorized:**

19 **4A.** To aid the interdiction of illegal drugs, detect and suppress
20 substance abuse, promote the health and safety of MCSO employees, MCSO
21 clientele, and the public, further penal and rehabilitative policy objectives, and ensure
22 confidence of the public and other justice service agencies in the integrity of the MCSO,
23 the Sheriff may promulgate and enforce reasonable work rules related to the
24 possession and use of drugs and alcohol, and design and implement a combined or
25 singular urinalysis-based drug and breathalyzer-based alcohol testing program in
26 which Deputy Sheriffs and Sergeants may be required to participate, subject to the
27 limitations described in this section.

28 **2B.** The program described in this section may provide for testing
29 premised on a reasonable suspicion that the employee is under the influence of
30 regulated drugs or alcohol in violation of employer rules at the time the sample is taken.
31 (A "reasonable suspicion" means a belief based on one or more specific articulable

1 facts from which one could reasonably infer that the employee may be under the
2 influence of alcohol, controlled substances, or other drugs). Further, to the extent
3 permitted by law, the program described in this section may provide for urinalysis
4 based testing without suspicion or warrant. However, such suspicionless or
5 warrantless tests may only be performed to monitor compliance of the employee with
6 MCSO abstinence requirements for a period of eighteen (18) months after the
7 employee has been identified as having used or possessed regulated substances in a
8 manner prescribed by MCSO rules.

9 3C. The giving of a urine sample as part of the testing program
10 implemented under this section shall be performed by the employee in private in a
11 suitable location designated by the employer.

12 4D. The parties agree that the results of an urinalysis-based test
13 undertaken pursuant to this section without reasons or procedures that would meet
14 constitutional requirements for a search or seizure for purposes of criminal
15 investigation or prosecution may not be used in criminal investigations or prosecutions.
16 However, if the results would evidence possible criminal conduct and simultaneous
17 violation of employer rules, such evidence may be used to establish violation of
18 employer rules even though it cannot be used to investigate or establish criminal
19 conduct with the objective of criminal prosecution for criminal conduct.

20 5E. Prior to implementing a revised testing program pursuant to this
21 section, the Sheriff or his designee(s) shall give the Association specific notice of the
22 contents of such program and of any substantial changes in the program made
23 pursuant to Association comments thereon and before initial implementation.
24 Thereafter, the Sheriff shall give the Association notice of any substantial revisions of
25 the plan. The Association shall have thirty (30) days to submit comments to the Sheriff
26 or his designee(s) on the program first proposed, and thereafter ten (10) days to submit
27 comments on any amendments to the program first proposed or program revisions
28 following implementation. The Association may initially raise any challenge to the
29 reasonableness of proposed rules or the constitutionality of any proposed rule or
30 program procedure only at this time. The Sheriff may implement the program or
31 program revision without bargaining after conclusion of the applicable comment period.

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1 6E. The employer shall give each current employee and each new hire
2 a copy of the program procedures, related work rules, and of any subsequent revisions
3 and notice that the procedures, rules or revisions may be applied to any Deputy Sheriff
4 or Sergeant.

5 7G. Employees who voluntarily seek and obtain professional help for
6 substance abuse problems, and who thereafter refrain from the violation of employer
7 rules governing the possession or use of drugs shall not be subject to disciplinary
8 action for the previously undisclosed prohibited possession or use of drugs shall not
9 be subject to disciplinary action for the previously undisclosed prohibited possession
10 or use of the regulated substance. However, this does not immunize the employee for
11 discipline related to breaches of required conduct that were incidental to such use, or
12 for conduct for which the employer or any criminal justice agency had independent
13 knowledge prior to the employee's disclosure.

14 8H. Disputes concerning the constitutionality of any rule or procedure
15 designed or implemented pursuant to this section shall not be subject to grievance or
16 binding arbitration. It is the parties' intent that such disputes will be resolved through
17 the court system.

18 9I. Work time used for purposes of assessment, evaluation
19 counseling, and treatment of drug or alcohol dependency shall be charged against
20 accrued and available sick leave until exhausted, then against accrued and available
21 vacation leave until exhausted, next against unused personal holidays until exhausted,
22 and finally against leave without pay if authorized by the employer. This section shall
23 not preclude the employee from using catastrophic leave in accordance with and
24 subject to the terms of the ~~County personnel rule 2-55 catastrophic leave ordinance.~~

25 40J. Only a laboratory certified by the State of Oregon may be used to
26 perform test analysis under the program. However, on or after July 1, 1994, the
27 laboratory that performs such test analysis shall also be certified by SAMSHA. Testing
28 procedures for all employees shall be governed by the same standards as apply to
29 employees whose jobs require a Commercial ~~Drivers~~Driver's License under federal
30 law. These standards include, but are not limited to, those governing sample

1 acquisition, chain of custody, laboratory selection, testing methods and procedures,
2 and verification of test results.

3 44K. The County will contract with a medical doctor trained in toxicology
4 to act as a Medical Review Officer (MRO). He will review preliminary positive tests
5 with employees and any relevant health care providers before the results are reported
6 to the County. Based on his professional judgment, he may change the preliminary
7 positive test result to negative. (NOTE: The County will not be able to distinguish a
8 test result that is negative by MRO intervention from any other negative test result). In
9 addition, the following safeguards will apply:

10 i1. The testing laboratory will issue test results only to the
11 investigatory or supervisory personnel designated by the County. The results will be
12 sent by certified mail or hand-delivered to the employee within three (3) work days after
13 receipt of the results by the County.

14 ii2. If the employee disagrees with the results of the drug test,
15 the employee may request, in writing within five (5) days of receipt of the test results,
16 that the sample be re-tested at the employee's expense by the testing laboratory. The
17 results of any such retest will be deemed final and binding and not subject to any further
18 test. Failure to make timely written request for a retest shall be deemed acceptance
19 of the test results. If an employee requests a retest, any disciplinary action shall be
20 stayed pending the results of re-testing.

21 iii3. Test results are medical records, and will be handled in
22 accordance with applicable federal and state law and County Administrative
23 Procedures concerning confidentiality and disclosure of such records.

1 **ARTICLE 12**
2 **WORKERS' COMPENSATION**

3
4 **A. Provision**

5 _____ The County shall provide to all members of the bargaining unit full
6 coverage as required pursuant to the provisions of the Oregon Workers' Compensation
7 Act.

8 **B. Period of Time**

9 _____ The period of time that an employee is off the job and unable to work by
10 reason of a disability compensable under the Workers' Compensation Law shall not
11 interrupt his continued period of employment with reference to accrual of seniority or
12 retirement vesting rights unless the employee's "attending physician" (as that term is
13 defined under ORS 656.005(12)), the State Workers' Compensation Department or
14 Board (or its successor) certifies to the County in writing that the employee will be
15 permanently disabled to such an extent that he will be unable to return to the County
16 and fully perform the duties of the position occupied at the time of injury. In such event
17 the employee's status shall be governed exclusively by applicable State statutes
18 related to re-employment and non-discrimination.

19 **C. Supplemental Conditions**

20 _____ The County shall supplement the amount of statutory benefits received
21 by the employee for temporary disability due to occupational injury, illness or disease
22 by an amount which, coupled with Workers' Compensation payments, will insure the
23 disabled employee the equivalent of one hundred percent (100%) of his semi-monthly
24 net take home pay, up to twenty-four (24) months, subject to the following conditions:

25 1. Supplemental benefits shall only be payable for those days
26 compensable under Workers' Compensation as time loss.

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

29 3. To the extent not compensated by Workers' Compensation
30 benefits, the day following the first (1st) day of occupational disability and the next

1 succeeding day shall be compensated as time worked if such days would have been
2 work days.

3 4. If the absence due to disability is for a period of thirty (30) days or
4 more, the County may require a physician's statement, arranged for, by and at the
5 County's expense, setting forth the disability, current conditions and anticipated length
6 of continued absence. Based upon the physician's statement and the specific
7 circumstances surrounding the nature of continued disability, it shall be within the sole
8 and exclusive discretion of the Sheriff, or his designee(s), whether or not to provide
9 any continued supplemental benefits or PERS Continuation. However, revocation of
10 supplemental benefits or benefits under the PERS Continuation Program provided
11 under this Article shall not be arbitrary or capricious.

12 D. Denial of Claim

13 _____ If the County or its agent denies the claim or if the employee accepts a
14 compromise settlement of a disputed claim, the employee's absence from work shall,
15 to the extent not compensated as time loss by the County, be paid from and charged
16 against his sick leave. However, if a denied claim is subsequently accepted or
17 reversed, sick leave will not be charged for the amount of compensated time loss.

18 E. Borrowing of Sick Leave

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

21 F. Medical and Dental Benefits

22 _____ The County shall continue to provide medical and dental benefits for an
23 employee with a compensable claim and his or her dependent(s) as provided by Article
24 12 from the first (1st) day of occupational disability, subject to the limitations of Article
25 11, Health and Welfare, if any, for a period of twenty-four (24) months or such longer
26 period as required by law.

27 G. Retirement Contributions

28 _____ The County shall continue to make retirement contributions, including
29 employee "pick up," based upon the appropriate percentage of supplemental benefits
30 paid, throughout the period that the employee receives such benefits.

31 H. Regular Payday

1 _____ The employee shall receive his supplemental benefits for a given pay
2 period on the regular payday for that period.

3 I. **PERS Continuation Program**

4 _____ An employee with ten (10) or more years' seniority can elect to participate
5 in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits
6 and is subject to all applicable laws and regulations. Participation in this program shall
7 not constitute any guarantee of retirement benefits owed to the employee by the either
8 the County or the Public Employees Retirement System.

9 1. **Written Election**

10 Eligible employees who wish to participate in the PERS
11 Continuation Program shall sign an election form and present it to the Multnomah
12 County Finance Division, Payroll Office.

13 2. **Benefits**

14 The employee will receive one hundred percent (100%) of his or
15 her regular straight time salary retroactive to and including the first day of the pay
16 period in which the election is made. The County will also make full PERS
17 contributions, including employee "pick-up," for the same time period. However, the
18 County is not required to pay these benefits for days the employee receives regular
19 salary under Section C of this Article. In addition, these benefits shall only be payable
20 for those days compensated by Workers' Compensation time loss on an approved
21 claim. If an award of retroactive benefits is made on an approved claim, the employee
22 may elect to participate in the PERS Continuation Program at the time the decision to
23 award benefits is made. The effective date of the election will be retroactive to the
24 earliest date for which the employee receives retroactive Workers' Compensation
25 benefits. If an employee elects to participate in the Program but his claim is not
26 approved, the election will be void and the employee will be entitled to exercise the
27 election on another occasion. However, because the election stays in effect for three
28 (3) continuous years from the first date for which the employee actually receives PERS
29 Continuation Benefits under this program, a Workers' Compensation claim denial after
30 the employee has received PERS Continuation benefits under this program does not
31 void the election or create a new election opportunity.

1 **3. Duties of Participating Employees:**

2 a. The employee must reimburse the County for an amount
3 equal to the Workers' Compensation benefits received. The employee electing to
4 participate in this program is not entitled to keep both wages and the Workers'
5 Compensation benefits.

6 b. The employee must pay the County an amount equal to the
7 Workers' Compensation benefit received within seven (7) days of receiving his
8 Workers' Compensation benefit check. The employee is responsible to make sure that
9 the County actually receives the payment within the seven (7) day period. Thus, the
10 employee must either hand-deliver a check to Multnomah County Finance Division on
11 or before the seventh (7th) day, or make sure that the payment is actually received by
12 the Finance Division by mail no later than the seventh (7th) day. Receipt means actual
13 receipt of the check. An employee who fails to make timely delivery will owe collection
14 fees and may owe penalties as described below, unless they are waived by the County.

15 **4. Delinquency:**

16 a. An employee who fails to pay the County as required above
17 is considered delinquent. Employees who are delinquent may be required to pay
18 penalties and fees. These penalties and fees can accumulate up to twice the amount
19 of the delinquent Workers' Compensation equivalent payment.

20 b. **County Duty to Notify Employee:**

21 When an employee is delinquent, the County shall notify
22 the employee of the delinquency in writing. Notice shall be sent by certified mail. The
23 notice shall include the date on which the payment became delinquent, and the
24 principal amount owed and penalties accruing, and how the employee can cure the
25 delinquency. The notice shall also inform the employee of the right to appeal the
26 amount of any collection fee or penalty.

27 c. **Collection Fees for Late Payments:**

28 In addition to the missed payment, the delinquent
29 employee is required to pay the County a fifty dollar (\$50) collection fee. The County
30 is also entitled to collect a delinquency penalty for each day of late payment after the
31 employee receives notice of delinquency. This daily fee shall equal one percent (1%)

1 of the Workers' Compensation benefit received by the employee for that pay period.
2 For example, an employee who repays an eight hundred dollar (\$800) delinquency
3 within one (1) week after receipt of the notice of delinquency will be assessed fees and
4 penalty of one hundred six dollars (\$106), (fifty dollars (\$50) collection fee plus fifty-six
5 dollars (\$56) in delinquency penalties). If an employee repays the delinquency prior to
6 receipt of the notice of delinquency, the employee will be assessed only the fifty dollars
7 (\$50) collection fee. -The amounts owed by the employee can accumulate to an
8 amount no more than twice the amount of the delinquent time loss equivalent payment.
9 Employees who are physically or mentally disabled to such an extent that they cannot
10 perform repayment obligations will not be assessed penalties during the period of such
11 incapacity. -In addition, an employee who has never in fact cashed the Workers'
12 Compensation benefit check and who returns the check to the County shall not be
13 assessed a daily delinquency penalty. These exceptions shall be enforceable through
14 the grievance procedure.

15 **d. Request for Penalty Waiver.**

16 1. A delinquent employee may request waiver of a
17 delinquency penalty or collection fee. -The request shall be in writing to the Director of
18 the County's Finance Division. -The request shall state the reasons for the late
19 payment. -The request must be made within ten (10) days after the delinquent payment
20 is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier.
21 The Director shall have the discretion to waive or reduce the fee or penalty imposed.

22 2. An employee wishing to request a waiver must first pay
23 the underlying debt and the collection fee. If the employee's request is denied, the
24 employee must then pay the fees owed within seven (7) days of the receipt of the
25 Director's decision. -The Director's decision on the request shall be sent in writing to
26 the employee by certified mail. The Director's decision shall be final.

27 **5. Length of Coverage.** An employee may choose to be covered
28 under the PERS Continuation Program only once for the employee's entire career as
29 a Deputy Sheriff, Sergeant, Civil Deputy or Civil Deputy Senior with Multnomah County.
30 Once selected, the election shall continue for three (3) continuous years from the
31 effective date of the election. -The eligible employee is entitled to receive benefits under

- 42 -

- 1 the program for the entirety or for any portion of the election period for any
- 2 compensable claims.

ARTICLE 13

TORT CLAIM DEFENSE AND INDEMNIFICATION

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A. The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 - 30.300.

B. The Association may elect to participate in a legal defense plan, such as PORAC, that provides each of its members with an attorney as a direct result of criminal charges or a criminal investigation arising out of the member's actions in the performance of his/her duty as a Sheriff's Office employee. In such case, the County shall reimburse to the Association on a quarterly basis the full premium amount paid to the legal defense plan on behalf of each covered member, up to a maximum of \$5.00 per member per month. The County recognizes that it is not entitled to the work product of the attorney's involved in this plan, and recognizes that there exists an attorney-client privilege between the attorney and the sworn member.

1 e. Time spent in a classification in previous government
2 service will be included if the employee transferred in accordance with ORS 236.610
3 through 236.640.

4 f. Employees who transferred to lower classifications (or
5 classifications previously held) will be understood, for purposes of these guidelines as
6 having accrued seniority in their present classifications plus the seniority accrued in
7 the higher classifications held by them prior to their transfer.

8 g. Time spent on layoff will not be included.

9 h. Service is "broken" for purposes of this article by discharge,
10 voluntary quit, or permanent transfer to a non-sworn classification, unless such transfer
11 was by reason of layoff and the employee remains on the layoff list.

12 **C. Layoff.**

13 _____ Reductions in force are to be identified by classification. Employees
14 holding positions shall be subject to demotion, transfer, or layoff options in inverse
15 order of seniority.

16 **D. Bumping Rules.**

17 **1. Employees Without Permanent Status.**

18 _____ Within a classification, temporary, probationary, and other
19 employees who do not have permanent status will be laid off before employees with
20 permanent status and will not be placed on layoff lists and do not have bumping rights.
21 The order of layoff of temporary employees shall be governed solely by the Sheriff's
22 judgment.

23 **2. Part Time Employees.**

24 _____ Part time regular employees may bump less senior regular
25 employees within the same classification subject to the other provisions of these
26 guidelines.

27 **3. Transfer to a Lower Classification.**

28 **a. Right to Transfer.**

29 _____ An employee who is subject to layoff may transfer to a
30 lower classification in the same promotional line, or to a classification previously held,
31 if (a) a vacancy exists, or (b) if no vacancy exists, the employee has more seniority

1 than an employee in the lower classification. Transfer will occur only if the employee
2 meets the minimum qualifications in the transfer contemplated.

3 **b. Definition.**

4 i. A "promotional line" refers to a series in which the
5 higher classification requires service in the lower classification as a prerequisite. The
6 following promotional line is recognized for the purposes of the Layoff provisions of this
7 Agreement: Deputy Sheriff, Sergeant, Civil Deputy, Civil Deputy/Senior, provided,
8 however that the Civil Deputy/Senior who has never been a Civil Deputy cannot bump
9 a Civil Deputy.

10 ii. A "classification previously held" refers to a
11 classification in which the employee served as a regular employee and for which he
12 continues to qualify.

13 iii. For purposes of this Agreement, "sworn employee"
14 is defined as an employee who is certified by the Department of Public Safety
15 Standards and Training (DPSST) as a police officer and is employed by the Sheriff's
16 Office in such capacity.

17 **4. Trial Service Period.**

18 An employee who has not completed a trial service period
19 following promotion shall be afforded bumping rights to the classification previously
20 held prior to promotion according to seniority.

21 **5. Exempt Sworn Employee.**

22 An employee may be bumped by an exempt sworn employee who
23 was previously a member of the bargaining unit and who is demoted by reason of
24 budgetary reorganization or pursuant to Multnomah County Code 9.120(C). In such
25 event time served in exempt sworn status shall be counted and such service shall be
26 deemed part of the promotional line as specified in Section D.3.b.(i) above.

27 **6. Permanent Employees on Temporary Appointment.**

28 A person who had acquired permanent, non-probationary status
29 in a classification and who subsequently is given a temporary appointment shall be
30 entitled to reappointment in his former classification under the guidelines of this
31 procedure.

1 7. Transfers to a Higher Class:

2 Contemplated transfers to a higher level position shall be treated
3 as a promotional opportunity and shall be open to other employees who wish to apply.

4 E. Placement on the Layoff List:

5 1. Notice:

6 All employees who may be subject to layoff shall be given notice
7 in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall
8 stipulate the reason for layoff and shall further advise that the layoff is for reasons not
9 reflecting discredit on the employee. -The Association shall also receive such
10 notification.

11 2. Offer of Transfer or Demotion:

12 An employee who is subject to layoff and who is offered a transfer
13 and/or demotion option will indicate a preference within three (3) working days. Failure
14 to do so will be deemed as agreement to accept layoff status.

15 3. Placement on List:

16 The name of an employee who is laid off shall be placed on a
17 layoff list for the classification that he last held and any other lower classification in the
18 promotional line. -An employee who elects to retire shall not be considered as having
19 layoff status and shall not be placed on a layoff list. -However, an employee who
20 accepts a transfer or demotion shall be placed on a layoff list for the classification from
21 which he was demoted.

22 4. Time in Layoff Status:

23 Employees are entitled to have their names remain on a layoff list
24 for twenty-four (24) months from the date of layoff, transfer or demotion in lieu of layoff.

25 Employees will be removed from the layoff list only under the following circumstances:

- 26 a. Upon written request of the employee; or
27 b. Upon election to take retirement status; or
28 c. Upon acceptance of permanent reappointment from the
29 layoff list; or
30 d. Upon declining an offer of permanent reappointment; or

1 e. Upon failure to receive a response to a certified letter sent
2 to the employee's last known address within fourteen (14) days of its having been
3 mailed.

4 **5. Listing by Seniority.**

5 Names of employees laid off in good standing shall appear on the
6 layoff list according to seniority within that classification.

7 **F. Recall of Laid-Off Employees.**

8 When a vacancy occurs in a classification for which a layoff list exists,
9 the employees on the list shall be recalled in order of their seniority. Failure of the
10 County to recall a laid-off employee will be permitted only when the manager submits
11 clear justification in writing to the employee and the Association that re-employment
12 would not be in the best interest of the County by reason that the employee is no longer
13 qualified for the position. The above justification shall be reviewed and processed in
14 accordance with the rules governing dismissal for cause. All laid-off employees in a
15 classification must be recalled before the County may fill a vacancy in the classification
16 through the normal examination process.

17 **G. Retirement.**

18 It is understood that seniority dates as established in this Agreement do
19 not apply to retirement benefit calculations.

20 **H. Annexation.**

21 **1. Intergovernmental Agreement List.**

22 No provision of this Article shall be deemed to alter the order of
23 employees on the list appended to the intergovernmental agreement governing
24 annexation between Multnomah County and the City of Portland.

25 **2. Employees Hired Subsequent to the Annexation Agreement.**

26 a. No employee hired subsequent to the above cited
27 annexation agreement will be transferred to the City of Portland in advance of
28 employees already on the intergovernmental agreement list.

29 b. Layoffs unconnected with annexation shall be in reverse
30 order of seniority.

1 shall not be changed unless the changes are posted for ten (10) days. -If the Sheriff
2 changes an employee's days off on an involuntary basis from those assigned as a
3 result of the annual sign-up, and such change results in a shorter weekend at the time
4 of the changeover, the employee shall be credited with the number of personal holidays
5 that he lost in weekend days.

6 **F. Work Schedule Changes:**

7 **1. Involuntary Changes:**

8 _____ When a special emergency situation is declared by the Sheriff or
9 by his designee(s), unit members may be called to duty by the appropriate section
10 commander or his designee on adjusted shifts without the normal ten (10) day
11 notification. -An employee called to duty in such manner will be notified at the earliest
12 possible time: - (1) that he is being called in on a special emergency, (2) that his shift is
13 being adjusted, (3) what the starting (and, if possible, ending) hours for his shift will be,
14 and (4) that he will be compensated at the regular overtime rate for hours worked in
15 excess of his regular number of work day or work week hours.

16 _____ For the purpose of this Section, a "special emergency situation" is
17 defined as those situations reasonably determined by the Sheriff or by his designee(s)
18 to represent an actual or potential risk of extreme property damage or personal injury
19 to the community.

20 **2. Voluntary Changes:**

21 _____ Changes of work days and days off will be considered voluntary if
22 they occur at the employee's request or as a result of shift bidding.

23 **G. Rest and Meal Periods:**

24 _____ Employees are on-call during rest and meal periods and operational
25 requirements may result in such periods being interrupted or missed. -Absent such
26 operational interruptions, the following terms shall apply:

27 **1. Meal Periods:**

28 _____ All employees shall be granted a lunch period during each work
29 shift. -Whenever practicable, the meal period will be taken in the middle of the shift. -If
30 an employee is requested to work two (2) hours beyond his regular quitting time, he
31 will be permitted time off for a meal or rest period prior to beginning such overtime.

- 1 2. Rest Periods:
- 2 _____ All employees shall be permitted a fifteen (15) minute rest period
- 3 during each one-half (1/2) shift.

1 **ARTICLE 16**
2 **COMPENSATION**

3
4 **A. Wages and Classification Schedule.**

5 **1. July 1, 2014-2018 Wages.**

6 _____ Effective and retroactive to July 1, 2014⁴, employees covered by
7 this Agreement shall be compensated in accordance with the Wage Schedule attached
8 to this Agreement as Addendum "A" and by this reference incorporated herein; said
9 schedule reflecting a ~~two-three and seven-six~~ tenths percent (23.76%) increase over
10 June 30, 2014²2017 rates.

11 **2. DPSST Certification Requirements.**

12 _____ Employees who attain the required level of certification as
13 referenced in Article 17 Professional Development will receive the corresponding level
14 of compensation as indicated.

15 i. To receive certification pay, the employee must have met the
16 requirements and apply for DPSST Basic Certificate at Level I, and Intermediate
17 DPSST at Level II, and Advanced DPSST Certificate at Level III.

18 ii. Each employee shall be required to keep the MCSO Human
19 Resources Director or designee aware of any changes in the employee's eligibility.

20 iii. Certification pay will start upon receipt by MCSO of the DPSST
21 Certificate, retroactive to the date of eligibility or application, whichever is later.

22 iv. Any overpayments are fully recoverable by the County.

23 **3. Reopener.**

24 _____ If the County's estimated general fund resources in the executive
25 budget for any fiscal year falls fifteen percent (15%) or more below the estimated
26 general fund resources in the executive budget of the immediately preceding fiscal
27 year, any general wage increase provided by this agreement for the fiscal year for
28 which such reduced revenue is projected shall not be implemented and negotiations
29 over the terms of a substitute general provision for the affected fiscal year will
30 commence on or before April 15 of the fiscal year preceding that in which the wage
31 increase was to take effect.

1 **B. Longevity Pay.**

2 _____ Employees who have completed fourteen (14) years of County service
3 shall receive a longevity incentive payment of two and one-half percent (2.5%) of their
4 base hourly wage. This provision shall be effective at the start of the employee's
5 fifteenth (15th) year of service. Employees who have completed twenty (20) years of
6 County service shall receive an additional one percent (1%) of their base hourly wage
7 for a total longevity premium of three and one-half percent (3.5%). This provision shall
8 be effective at the start of the employee's twenty-first (21st) year of service.

9 **C. Working Out of Classification.**

10 _____ Whenever an employee replaces an employee in a higher classification
11 and performs the majority of the principle duties of the employee in the higher
12 classification, the employee shall be paid for such work at the rate assigned to the
13 higher classified work in the appropriate step, according to the promotional policy.

14 **D. Pay Periods.**

15 _____ The salaries and wages of employees shall be paid semi-monthly. Pay
16 dates under the semimonthly system shall be the same as those for Exempt County
17 employees.

18 **E. Call-In Time.**

19 1. Any employee who is called to work outside his regular shift shall
20 be paid under the same terms as for making court appearances.

21 2. If an employee who is on Approved Leave (Vacation,
22 Compensatory, or Personal Holiday) is called to work during that scheduled leave, the
23 employee shall be paid under the same terms as for making court appearances. In
24 such cases employees shall have their original leave added back to his/her respective
25 leave bank.

26 3. Employees who are required to take calls at home (either by
27 telephone or pager) related to work but which occur outside their regularly assigned
28 shift and/or hours not covered by callout pay, shall be compensated at the overtime
29 rate at a minimum of fifteen (15) minutes or the length of the call whichever is greater.

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F. Overtime

One and one half (1.5) times the employee's regular hourly rate of pay. Overtime shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All authorized work performed in excess of eight (8) hours in any work day for employees on a five (5) day shift, and in excess of ten (10) hours in any work day for employees working four (4) ten (10) hour shifts per week.

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

3. All authorized work performed on the first day following the normal work week shall be paid at the rate of one and one half (1.5) times the employee's regular rate.

4. All authorized work, including any court appearances, performed on the second day (or the third day on a four-ten (4-10) work week, following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided the employee has worked on the first day of the weekend (or the first and second days on four-ten (4-10) work week). The double time rate shall not apply to a day declared a state of emergency by the Governor or the Sheriff.

i. For an employee who is called in to work non-patrol overtime on the second day (or the third day on a (4-10) workweek), double time is payable on all hours worked between 12:00 am and 11:59 pm on the second day (or between 12:00 am and 11:59 pm on the third day on a (4-10) workweek). For example, an employee on a 4-10 workweek who works on his or her first and second weekend days and is called in for non-patrol work on any part of his third weekend day shall receive double time on all hours worked between 12:00 am and 11:59 pm on his third weekend day.

5. Management reserves the right to authorize the payment of double time under specific conditions as identified and specifically approved by a Command Rank member.

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2 **G. Compensatory Time Off.**

3 _____ In lieu of offered overtime pay under Section F above, an employee may
4 elect to receive equivalent compensatory time off with pay so long as his unused
5 accumulation balance does not exceed ~~eighty (80)~~ ninety-six (96) hours of paid time
6 off. ("Equivalent" means one and one half (1.5) hours off at the straight time rate for
7 overtime worked at the time and one and one half (1.5) hour rate; two (2) hours off at
8 the straight time rate for overtime worked at the double-time rate). Upon separation,
9 unused compensatory time off shall be paid off in cash to the employee or, in the event
10 of the employee's death, his beneficiary as designated on his County-paid life
11 insurance enrollment card, or, if none, then to his estate. During January of each year,
12 employees may request cash-out of compensatory time balances in excess of forty
13 (40) hours, to be paid in the last pay period of February of that year.

14 **H. Court Time.**

15 **1. Compensation.**

16 _____ Officers making court appearances shall be paid at the overtime
17 rate (if eligible under paragraph F hereof) only for those hours worked; provided,
18 however, that if the officer works less than four (4) hours, he shall be paid at the
19 overtime rate for the lesser of: (a) the time elapsed from the beginning of the overtime
20 to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end
21 of the overtime; or (c) four (4) hours; provided further that in the case of multiple court
22 appearances in the same day, time between court appearances shall be considered
23 time worked. Upon completion of an officer's court appearance, he shall return to off
24 duty status unless working a regular shift.

25 **2. Cancelled Court Appearance on a Day Off.**

26 _____ If an officer complies with the Sheriff's Office Procedures Manual
27 concerning court appearances, and is notified by the County on the day preceding the
28 court appearance that his court appearance is still scheduled for the next day, and the
29 next day is a weekend day off, then the officer shall be entitled to a minimum of two (2)
30 hours of overtime even if the case in which the officer is to appear is rescheduled and
31 the officer is not, in fact, required to make a court appearance.

1 I. Distribution.

2 _____ Overtime work shall be distributed as equitably as practical among
3 employees within the same job classification in each work unit.

4 J. Transportation.

5 1. Mileage Pay.

6 _____ Whenever an employee is temporarily required to report to work
7 at any location more distant from his home than his permanent place of reporting, he
8 shall be paid at the IRS per mile non-taxable reimbursement rate for the additional
9 miles traveled. -This provision will not apply when there is a permanent change in
10 reporting location as determined by management, nor will it apply whenever an
11 employee is required to appear in court, except for court appearances outside the
12 Tri-County or Clark County area. -Any mileage payments made to an employee by
13 another municipality shall be deducted from payments to be made by the County for
14 the same miles traveled. -Current practices regarding pay during travel to and from
15 temporary reporting locations shall be continued. -Payment for mileage will be made
16 when an individual has accumulated a minimum of twenty dollars (\$20) or at the end
17 of the fiscal year, whichever first occurs.

18 2. Court Cars.

19 _____ The existing practice of providing court cars at Sheriff's Office
20 Headquarters shall be continued.

21 3. Bus Pass.

22 a. Statement of Purpose.

23 For the purposes of encouraging employees to use mass
24 transit as part of the County's ride reduction program under the Oregon Department of
25 Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well
26 as part of the chairs commitment to limiting traffic congestion and promoting clean air,
27 effective September 1, 2001, each benefits eligible employee shall be eligible to
28 receive a bus pass subsidized by the County for the employee's personal use. -The
29 County will provide a one hundred percent (100%) subsidy for employee bus passes.
30 However, the County may require that the employee pay a percentage of the cost of
31 such pass, if the County's subsidy exceeds the IRS standard for a de minimis employee

1 benefit. It will be the employee's responsibility to obtain the necessary photo ID from
2 Tri-Met. Instructions for obtaining the photo ID will be available through Employee
3 Benefits and will be included in new hire packets. This program is offered only by Tri-
4 Met, however C-Tran will honor the Tri-Met all zone pass, but not express routes. This
5 program may be discontinued or changed from time to time to ensure efficient and
6 effective implementation of the program.

7 **K. Anniversary Step Increases** It is acknowledged by the parties that the
8 County has historically given certain employees covered by this Agreement a step
9 increase in wages, effective on the employee's anniversary date of employment and
10 subject to certain limitations. Such policy shall be continued subject to the requirement
11 that the officer be evaluated as making satisfactory progress in his position. Each
12 employee shall be paid at one (1) of the steps in the range prescribed for his
13 classification. Normally an employee will be appointed at step one at the beginning of
14 his probationary period; the Sheriff may make an appointment to a higher step. An
15 employee who is promoted shall be paid at the salary step in the new salary range not
16 less than a one (1) step increase, or in the first step of the new range, whichever is
17 greater.

18 ———A new or promoted employee is eligible for consideration for
19 advancement to the next step of his salary range on the day following twelve (12)
20 months of service in his classification, and to subsequent steps at subsequent
21 anniversary dates (24, 36, 48, and 60 months) to the top step of the pay range.

22 **L. Retirement**

23 **1. PERS/OPSRP MEMBERSHIP**

24 Employees shall be eligible for participation in the Oregon Public
25 Employee's Retirement System (PERS) (coverage for Police Officers and Firefighters)
26 and the Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers
27 and Fire Fighters), pursuant to ORS 237, 238 and 238A and subject to the terms and
28 conditions of the Agreement, dated January 22, 1982, integrating the Multnomah
29 County Sworn Officers Retirement System and PERS, such Agreement having been
30 entered into between the Public Employee's Retirement Board and Multnomah County
31 pursuant to the provisions of ORS 237.051 (now ORS 238.680).

1 2. PERS "Pick-up" and "Pick-up" Under IRC Section 414 (h) (2):

2 _____The County shall "pick up" the employee contribution to PERS, six
3 percent (6%), as permitted by ORS 238.205. The parties acknowledge that the pickup
4 payment is inapplicable to employees who are not PERS members due to insufficient
5 service. If for any reason the "pick up" shall become no longer legally available, the
6 County shall on the last payroll period of this Agreement increase the wages of any
7 affected employees by six percent and return to the limited "pick up" in effect on June
8 30, 1998, including but not limited to the terms of compensation then in effect for non-
9 PERS members. Pursuant to ORS 238.205(5) and (6), the parties agree and
10 acknowledge that employee compensation was reduced in order to generate the funds
11 needed to make these employee contributions to the employee accounts; the employer
12 will file any required notices with the Public Employees Retirement Board.

13 3. OPSRP "Pick-Up":

14 _____The County shall "pick up" the employee contribution to OPSRP,
15 six percent (6%), as permitted by ORS 238A.335 (1). If for any reason the ORS
16 238A.335(1) "employer pick-up" shall become no longer legally available, the County
17 shall on the last payroll period of this Agreement increase employee wages by six
18 percent (6%) and return to the limited "pick up" provision provided for prior to June 30,
19 1998, including but not limited to terms of compensation for non-OPSRP members.
20 Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and acknowledge that
21 employee compensation was reduced in order to generate the funds needed to make
22 these employee contributions to the employee accounts; the employer will file any
23 required notices with the Public Employees Retirement Board.

24 To the extent allowable by law, the required employee contribution of 6% of
25 wages to PERS is deemed to be "picked up" by the County for the limited purposes of
26 Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax
27 policies.

28 In the event that the provisions of OPSRP are declared unenforceable, the
29 County shall immediately enter into bargaining with the Association to resolve the issue
30 of retirement benefits for former OPSRP members, and whether any make-whole relief
31 should be awarded to such members for the period prior to their entry into OPSRP.

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

2 _____ In accordance with the terms of ORS 238.350 accumulated
3 unused sick leave will be applied to final average salary.

4 **M. Coach Pay:**

5 _____ Payments related to the Coach Pay program will continue in accordance
6 with existing policy and practice providing an eight percent (8%) premium for the active
7 coach. The inactive coach will receive an eight percent (8%) premium for actual time
8 spent coaching when he serves as a relief for the active coach. It is specifically agreed
9 that a coach will be eligible for court overtime provided he has been subpoenaed to
10 testify.

11 **N. Canine Pay:**

12 _____ Employees regularly assigned a dog as part of a canine assignment and
13 who is assigned responsibility for care, feeding, and maintenance of the dog during
14 what would be otherwise be off-duty hours shall be paid five (5) hours of overtime at
15 the rate of one and one half (1.5) times the employee's regular rate of pay for each full
16 week the employee is so assigned. Payment for such assignments lasting less than a
17 full week shall be prorated so long as it encompasses such "off duty" time.

18 _____ Employees selected after November 13, 2003 and are assigned a drug
19 detection or patrol dog as part of a canine assignment and whom are assigned
20 responsibility for care, feeding, and maintenance of the dog during what would
21 otherwise be off-duty hours shall be paid a premium of six percent (6%) for the duration
22 of that assignment. Such employees shall also receive one (1) hour kennel time per
23 shift. Employees selected for the program with a dog utilized for Search and Rescue
24 (SAR) will be paid a premium of six-percent (6%) only for actual hours engaged in
25 training or in-service on a SAR mission.

26 **O. Hazardous Materials and Dive Team Premium:**

27 _____ Employees assigned to the hazardous materials team or Dive Team shall
28 be paid a six percent (6%) premium for the duration of such assignment.

29 **P. SWAT Premium:**

1 Members of the SWAT Team shall receive a six percent (6%) premium
2 ~~for the time actually working in this capacity and for authorized training related to the~~
3 ~~activity duration of the assignment.~~

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6 **Q. SIU Premium:**

7 _____ Employees assigned as members of the SIU shall receive a three percent
8 (3%) premium for the duration of such assignment. Employees must be certified and
9 properly equipped to be eligible for the premium.

10 **R. Translator Pay:**

11 _____ The Sheriff shall maintain a list of designated translators. The Sheriff
12 shall have the sole and exclusive right to select the languages and set the proficiency
13 standards for a translator. Employees who are on the list shall receive three percent
14 (3%) pay over their base rate.

15 Employees who are called to translate shall be advised at the time of the call of the
16 translator activity. Employees are expected to willingly perform translation activities
17 during their assigned work hours.

18 **S. ORPAT Pay:**

19 1. ~~Effective after June 25, 2009, an~~Participation in the ORPAT
20 (Oregon Physical Agility Test) incentive program will be established within thirty (30)
21 days. ~~Participation in the program will be~~ voluntary. ~~Two (2) tests based on the~~
22 standardized Oregon Police Academy ORPAT will be administered by the Sheriff's
23 Office ~~Training Unit at least on a quarterly basis in accordance with applicable current~~
24 ~~testing protocols immediately prior to the start of this program.~~ The passing time for
25 the test(s) will be the standard used for police officer pre-employment and academy
26 standard (currently 5:30 minutes). ~~All testing will be conducted thereafter at least~~
27 ~~quarterly in a test administered by the MCSO Training Unit in accordance with~~
28 ~~applicable current testing protocols.~~

29 2. _____ Employees covered by this bargaining agreement who pass one
30 of the tests described above will receive a one and one-half percent (1.5%) premium
31 for the following twelve (12) months. ~~The following twelve (12) months will be~~

1 considered the twelve-month period following a participant's successful completion of
2 the test. ~~After the initial two (2) tests above are offered, a~~Any employee may test on
3 ~~the~~ quarterly basis to qualify for the ORPAT incentive pay if: (a) they have not yet
4 qualified for the ORPAT incentive pay; or (b) they wish to extend their twelve (12)-
5 month qualifying period. Employees who initially qualify for the pay incentive may elect
6 to not test again until the fourth (4th) quarter of the twelve (12)-month period after
7 qualification, but if they fail to pass, they would not receive the pay incentive for a
8 minimum of ninety (90) days.

9 3. Any employee who presents a written medical opinion from a
10 physician verifying that the employee, due to illness or injury, is unable to participate
11 in a given ORPAT test or any portion of a given ORPAT test, will have the option of
12 participating in an alternative fitness/health assessment designed to test
13 cardiovascular condition, flexibility, and strength at a level equivalent to the ORPAT or
14 the omitted portion thereof. ~~The type of alternative fitness/health assessment will be~~
15 ~~determined by the Sheriff, in collaboration with the Association, and based upon the~~
16 ~~recommendations of an occupational therapist.~~ The Sheriff will make the final decision
17 as to the type of assessment.

18 4. The County agrees that ORPAT results shall not be disclosed to
19 DPSST except upon request by DPSST, and then only if the County is legally obligated
20 to release the results.

21 5. Results on the ORPAT test shall not be considered by the County
22 in the imposition of any disciplinary action.

23 **T. Detective Premium**

24 ~~Deputy Sheriffs and Sergeants assigned to Detectives shall receive a~~
25 ~~premium of six percent (6%) for the duration of the assignment. In order to qualify for~~
26 ~~the premium, employees must be in a regular or temporary assignment that includes~~
27 ~~the duties of both (a) being on the Major Crimes Team (MCT), and (b) being in the~~
28 ~~Detectives on-call pool.~~

29 **U. Recovery of Overpayments**

30 1. If an employee receives a payment from the County in excess of
31 the amount to which he is entitled under this agreement, the parties agree that recovery

1 by the County shall be governed by this section. The parties also agree that the
2 specific amount and time period over which recovery occurs should be fair and
3 reasonable under all the relevant circumstances.

4 2. If an apparent overpayment comes to the attention of the County's
5 central Payroll Unit (~~Department of Support Services, Finance Division~~), the central
6 Payroll Unit shall notify the employee and Association of the proposed amount and
7 schedule for repayment, and shall state the reason why the payment is believed to
8 have been in error. Such notice shall be sent by certified mail, return receipt requested,
9 to the employee's home address. On or before the date it mails the proposal to the
10 employee, the central Payroll Unit shall send a copy of it to the Association by first
11 class U.S. mail and to the MCSO's Human Resources Manager and the County's
12 Labor Relations Manager.

13 3. If the employee or Association disagrees with the proposed
14 amount or repayment schedule, the employee or Association shall notify the County's
15 Labor Relations Manager of such disagreement within thirty (30) days after the Payroll
16 Unit's proposal is first delivered to the employee's home address, whichever applies.
17 Such notice shall be by certified mail, return receipt requested, to the County Labor
18 Relations Division's business address or by in-person delivery, with a signed and dated
19 receipt obtained from the receiving member of the Labor Relations Division staff. If the
20 employee or Association does not provide such notice to the Labor Relations Manager
21 in a timely and complete manner as provided in this subsection and subsection 4
22 below, the central Payroll Unit's proposal shall be deemed accepted. The Association
23 or employee shall mail a copy of the notice to MCSO's Human Resources Manager
24 and the County's central Payroll Unit not later than the date he delivers or mails it to
25 the Labor Relations Manager.

26 4. The notice submitted by an employee or the Association pursuant
27 to subsection 3 above must specify the alternative amount or repayment schedule that
28 the Association believes is appropriate, and the facts that cause the employee or
29 Association to believe that the Central Payroll Unit's proposal was not fair and
30 reasonable under all the relevant circumstances.

31 5. If the Labor Relations Manager disagrees with the employee's or

1 Association's alternative repayment amount or schedule, he shall notify the
2 Association within thirty (30) days after the employee or Association delivered timely
3 and complete notice to the Labor Relations Manager as set out in subsections 3 and 4
4 above. In such notice the Labor Relations Manager shall state why he disagrees with
5 the employee's or Association's proposal. --The Labor Relations Manager may
6 thereafter submit the dispute to binding arbitration pursuant to Article 20, section A, of
7 the collective bargaining agreement. --The arbitrator shall decide the amount and
8 repayment schedule that is fair and reasonable in light of all relevant facts.

9 **UV. Stacking of Premiums:**

10 _____ Employees eligible for premium pay under any provision of this agreement
11 may receive only one (1) such premium. Premiums do not compound on one another.
12 Longevity, Professional Development (DPSST certification and Bachelor's Degree
13 Pay), Coach Pay, Canine Pay, Translator Pay (~~as of July 1, 2008~~) and ORPAT Pay
14 are not considered premium pay for purposes of this section.

15 **VV. Inclusion of Premium Pay Rates For Calculation of Payoffs At**
16 **Termination:**

17 _____ The base wage rate on which pay off of accumulated vacation and
18 holiday hours is premised shall include any premium pay rate that applied to the
19 employee at any time during the pay period in which the employee's employment
20 terminates and the preceding pay period; PROVIDED that if the employee received
21 more than one (1) premium pay rate during this period, the premium rate used in
22 determining payoff shall be the highest percentage that the employee could have
23 earned had he qualified simultaneously for the premiums, as provided in section U
24 above.

25 **WX. Shift Differential:**

26 **1. Sworn Employees**

27 **a. Regularly Scheduled Shifts:**

28 _____ Employees regularly assigned to an evening shift shall
29 receive a differential equal to three percent (3%) of their base wage rate for all such
30 hours worked. Employees regularly assigned to a night shift shall receive a differential
31 equal to four percent (4%) of their base wage rate for such hours worked. For purposes

1 of this section, an "evening shift" shall be defined as a shift in which the fifty percent
2 (50%) or more of the hours fall after 2:00 pm. A "night shift" shall be defined as a shift
3 in which fifty percent (50%) or more of the hours fall after 10:00 pm.

4 **b. Hours Worked Outside of Regularly Scheduled Shifts:**

5 **i. Employees Regularly Assigned to Day Shift:**

6 (1) Employees regularly assigned to a day shift
7 who report for duty before 6:00 a.m. and work four (4) or more hours before beginning
8 their regularly scheduled shift will receive night shift differential for all hours worked
9 immediately previous to the beginning of their regularly scheduled shift.

10 (2) Employees regularly assigned to a day shift
11 ending on or after 2:00 p.m. who remain on duty for four (4) or more hours after their
12 regular shift ends will receive evening shift differential for all hours worked immediately
13 following the end of their regularly scheduled shift.

14 (3) Employees regularly assigned to a day shift
15 who are called in to duty between the hours of 2:00 p.m. and 10:00 p.m. will receive
16 evening shift differential for all hours worked during the call-in shift; those who are
17 called in to duty between the hours of 10:00 p.m. and 6:00 a.m. will receive night
18 differential for all hours worked during the call-in shift.

19 **ii. Employees Regularly Assigned to Evening Shift:**

20 Employees regularly assigned to an evening shift
21 ending on or after 10:00 p.m. and who remain on duty for four (4) or more hours after
22 their regular shift ends will receive night shift differential for all hours immediately
23 following their regularly scheduled shift.

24 Employees regularly assigned to evening shifts that are called in to duty
25 between the hours of 10:00 p.m. and 6:00 a.m. will receive night differential for all hours
26 worked during the call-in shift.

27 Employees regularly assigned to an evening shift will receive evening shift
28 differential for all other hours worked.

29 **iii. Employees Assigned to Night Shift:**

30 Employees regularly assigned to a night shift will
31 receive night shift differential for all hours worked.

1 **2. Civil Deputies**

2 **a. Payment of Shift Premiums**

3 **i. Hours and amounts**

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

8 **ii. Swing shift premium**

9 _____An hourly premium of seventy-five cents (\$.75) to
10 employees for all hours worked on shifts beginning between the hours of twelve (12) noon
11 and 7:00 p.m.; or

12 **iii. Graveyard shift premium**

13 _____An hourly premium of one dollar (\$1.00) to employees
14 for all hours worked on shifts beginning between the hours of 7:00 p.m. and 6:00 a.m.,
15 provided that the employee was not called in early to a shift normally scheduled to begin
16 after 6:00 a.m.; or

17 **iv. Relief shift premium**

18 _____An hourly premium of one dollar (\$1.00) to employees
19 for all hours worked in the work week while assigned to a relief shift.

20 **vi. Definition of relief shift**

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

26 **b. Inclusion of Shift Differentials in Wages**

27 **i. Inclusion in overtime rate**

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

30 **ii. Inclusion in sick and vacation pay**

31 _____Shift differentials shall continue to apply to all hours

1 paid including sick leave or vacation hours if they occur during the employee's normally
2 scheduled shift.

3 **iii. Shift pay disallowed for voluntary single shift**

4 **change.**

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

7 **XY. Derivation of Basic Overtime Rate.**

8 _____ The parties agree that the overtime factor of ~~is one and fifty five one-~~
9 ~~half hundredths (1.55) as referenced in the 2001-04 agreement will be replaced by one~~
10 ~~and one half (1.5) effective October 1, 2004.~~

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14 **YZ. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total**
15 **Gross:**

16 **1. Regular Pay:**

17 Regular Pay is Base Pay identified in Addendum A-1 plus
18 Achievement pay and Longevity Pay calculated in the following mathematically
19 expressed sequence:

20 **First:** Employee's base wage + Employee's Achievement
21 Incentive = "n"

22 **Second:** "n" + Employee longevity pay (e.g. longevity % x "n") = "n1"
23 ("n1" is the "regular pay" referred to in this collective
24 bargaining agreement.)

25 **2. Premium Pay:**

26 Percentage based premium(s) x "n1" = Premium Pay

27 **Example:**

28 SWAT x "n1" = SWAT Pay

29 Translator x "n1" = Translator Pay

30 Swing Shift Differential x "n1" = Shift Differential Pay

31 **3. Average Overtime Rate:**

1 **First:** Regular Rate "n1" x all hours worked during the
2 FLSA week = Straight Gross.

3 **Second:** Premiums x Appropriate hours as apply to each premium.

4 Example:

5 SWAT x Hours = a1

6 Translator Pay x Hours = a2

7 Shift Differential x Hours = a3

8 a1 + a2 + a3 = Premium Gross

9 **Third:** Straight Gross + Premium Gross = Total Gross

10 **Fourth:** Total Gross divided by all hours worked during the
11 FLSA week = Average Straight Time Rate.

12 **Fifth:** Average Straight Time Rate x Overtime Rate (1.5) =
13 Average FLSA Overtime Rate.

14 **4. Grand Total Gross**

15 **First:** Straight hours worked during the FLSA week x regular rate "n1" =
16 Regular Gross.

17 **Second:** Average FLSA Overtime Rate x All hours worked after 40 =
18 Overtime Gross

19 **Third:** Regular Gross + Premium Gross + Overtime Gross =
20 Grand Total Gross

21 **ZAA. Clothing Allowance:**

22 _____The County shall reimburse up to five hundred dollars (\$500) for clothing for
23 Criminal Detectives who are members of the Major Crimes Team. The County shall
24 reimburse up to one hundred dollars (\$100) for clothing for the Special Investigators
25 Unit, Detectives and Tri-Met deputies assigned to undercover/plain clothes
26 assignments. Reimbursement shall be for the fiscal year and shall be paid upon
27 submission of receipts.

28 **AAB. Deferred Compensation:**

29 _____Subject to applicable federal regulations, the County agrees to provide a
30 deferred compensation plan that provides for payment at a future date for services
31 currently rendered by the eligible employee. ~~Effective following ratification of this~~

- 1 ~~Agreement.~~ Each new employee will be automatically enrolled in the County's
- 2 Deferred Compensation program, with an employee contribution rate of one percent
- 3 (1%) of the employee's pre-tax wages, unless he or she chooses to opt out.

ARTICLE 17
PROFESSIONAL DEVELOPMENT

A. Participation Voluntary:

This Professional Development Program is a voluntary program. Employees may elect to participate or refrain from participation.

B. Summary of Requirements:

Employees who attain the required level of achievement under this plan will receive the corresponding level of additional compensation as indicated in this section. Incentive pay is for the specified level only; levels do not compound. Specific provisions later in this article supersede any conflicting or inconsistent provisions of the following summary: An employee must qualify under the "Requirement Summary" to qualify for additional "Bachelor's Degree" pay.

<u>LEVEL</u>	<u>DPSST % ABOVE BASE HOURLY WAGE</u>	<u>REQUIREMENT SUMMARY**</u>	<u>Bachelor's Degree % Above Base Hourly Wage**</u>
I	Total of 2.5% DPPST Pay	<ul style="list-style-type: none"> • Completion of 12 to 18 months initial probation as applicable • Basic DPSST certification 	Total of 1% Bachelor's Degree Pay
II	Total of 5% DPSST Pay	<ul style="list-style-type: none"> • 12 months service as an MCSO Deputy Sheriff following completion of initial probation of 12 to 18 months as applicable • Intermediate DPSST certification 	Total of 2% Bachelor's Degree Pay
III	Total of 10% DPSST Pay	<u>Same as Level II plus:</u> <ul style="list-style-type: none"> • Advanced DPSST certification 	Total of 3% Bachelor's Degree Pay

**The above requirements for DPSST and Bachelor's Degree Incentive pay may be waived or reduced at the Sheriff's discretion for lateral hires from other law enforcement agencies.

1 **A Bachelor's degree must be from an accredited college or university. Bachelor's

2 Degree pay is retroactive to July 1, 2018.

3

4 _____

5

ARTICLE 19

DISCIPLINE AND DISCHARGE

A. Discipline

Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, suspension without pay, demotion, or discharge in writing, or any combination thereof. Management reserves the right to offer the option of forfeiture of leave, holidays or compensatory time. Forfeiture of leave or holidays for disciplinary action shall be an option of the employee.

Disciplinary action may be imposed upon any employee for failing to fulfill his responsibilities as an employee. Any disciplinary action imposed upon an employee, except oral reprimands, may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

1. ~~It is agreed by both parties that~~ informal actions such as oral counseling and letters of expectation are, in appropriate circumstances, preferred precursors to more formal disciplinary action. Further, less severe disciplinary actions such as oral or written reprimands are usually the first steps taken in constructive discipline. As a general rule, such less severe disciplinary actions are to be taken for infractions of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice or authoritative instruction or directive. More severe disciplinary actions such as forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory time, demotion, suspension without pay, and discharge will be used for more serious offenses or when clarification of expectations and less severe disciplinary action has not corrected unacceptable patterns of behavior. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for just specific cause, and with employee rights fully protected.

1 2. The employer agrees that such measures as assignment to
2 menial or dirty tasks or disapproval of leave requests will not be used as disciplinary
3 measures.

4 3. Except when on duty, or whenever acting in his or her official
5 capacity, no employee shall be prohibited from engaging in political activity.

6 **B. ~~Discharge~~**

7 1. The County shall not discharge any non-probationary employee
8 without just cause.

9 2. The Association shall have the right to take up the suspension
10 without pay or discharge as a grievance at Step III of the grievance procedure, and the
11 matter shall be handled in accordance with the procedures set out in Article 20 for
12 Settlement of Disputes.

13 3. Any employee found to be unjustly suspended without pay or
14 discharged shall be reinstated with full compensation for all lost time and with full
15 restoration of all other rights and conditions of employment, unless otherwise provided
16 by the reinstatement order.

17 **C. ~~Internal Investigatory Procedures~~**

18 1. **Office of the Sheriff Manual of Procedures and Work Rules**

19 The Sheriff's Office agrees to meet and confer in a timely manner
20 with the Association over any changes in the internal investigatory procedures. Any
21 bargaining obligation that may result from anticipated changes to internal investigatory
22 procedures will be determined in accordance with PECBA.

23 2. **Contractual Internal Investigatory Procedures**

24 The procedures contained in this section apply only to internal
25 investigations.

26 a. **Advance Notice**

27 Prior to being interviewed regarding an internal
28 investigation that management has a reasonable basis for believing may lead to
29 administrative or criminal charges, an employee shall be:

30 i. Informed of the nature of the investigation and
31 whether he is a witness or a suspect, if and when that fact is known; and informed of

1 other information necessary reasonably to apprise him of the nature of the allegations
2 of the complaint;

3 ii. Afforded an opportunity to contact and consult
4 privately with an attorney of his choosing and/or representative of the Association; and

5 iii. Given notice not less than twenty-four (24) hours
6 before the initial interview commences or written reports are required from the
7 employee, whenever such delay in conducting the interview will not jeopardize the
8 successful accomplishment of the investigation, or when criminal culpability is not at
9 issue.

10 b. Interview Safeguards:

11 i. Any interview of an employee shall occur when the
12 employee is on duty, unless management reasonably believes that the seriousness of
13 the investigation dictates otherwise.

14 ii. Interviews shall take place at a reasonable location
15 as determined by management.

16 iii. The employee shall retain all customary Weingarten
17 rights, as well as any additional rights granted by this Article.

18 iv. The employee being interviewed shall be informed
19 of the name, rank and command of the individual in charge of the investigation, the
20 individual conducting the interview, and all other individuals present during the
21 interview.

22 v. Interviews shall be held under reasonable
23 conditions.

24 vi. Interviews and investigations shall be concluded
25 without unreasonable delay, in view of circumstances confronted in the investigation.

26 c. If the employee about to be questioned is under arrest, or
27 is likely to be placed under arrest as a result of the questioning, he shall be completely
28 informed of all his constitutional rights prior to the commencement of any questioning.

29 d. When the investigation results in criminal charges being
30 filed, the employee shall retain all discovery rights available under state law.

1 e. The parties agree to abide by ORS 659.840 regarding
2 polygraph examinations.

3 f. **Disciplinary Action.**

4 i. When an investigation results in determination of a
5 sustained complaint and disciplinary action is taken, management shall have the right
6 to place anything related to the disciplinary action in an employee's personnel file.

7 ii. An employee shall have the right of access to his
8 personnel file as well as the right to place a letter of response to any material contained
9 in the file, when disciplinary action results from an internal investigation.

10 iii. No investigation shall be considered complete nor
11 shall the IAU file be forwarded to the Inspector for making of recommendations as to
12 culpability unless the employee and Association have been given a complete copy of
13 the IAU file and an opportunity to review it and add any additional evidence the
14 employee or Association believes should be considered.

15 g. **De Minimis Violations.**

16 A de minimis violation of these procedures that does not
17 compromise fairness and the basic intent of the procedures as set forth in the Article
18 shall not be the basis of a challenge to management's disciplinary action. This
19 provision is covered by the parties' grievance procedure.

20 D. **Record of Employee Conduct.**

21 1. **Use in Arbitration.**

22 If records of any disciplinary action are introduced in an arbitration
23 hearing, the arbitrator shall determine the relevance (if any) of the prior disciplinary
24 action(s).

25 2. **Removal of Records From File.**

26 a. Subject to paragraphs c and d below, written reprimands
27 will be removed from an employee's personnel file on written request of the employee
28 more than three (3) years from the date the reprimand was imposed.

29 b. Subject to paragraphs c and d below, letters imposing
30 forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of compensatory
31 time, unpaid suspension, or demotion will be removed from an employee's personnel

1 file on written request of the employee more than five (5) years from the date the
2 discipline was first implemented.

3 c. Notwithstanding paragraphs a or b above and subject to
4 paragraph d below, if any disciplinary action (that survives any appeal) is imposed
5 during the minimum file life of an earlier disciplinary action, the file life of the earlier
6 disciplinary action shall be extended by a period equal to its original file duration (e.g.
7 three (3) additional years for written reprimands). However, upon written request of an
8 employee the Sheriff may, in his discretion, authorize and direct removal from the
9 employee's personnel file of disciplinary actions that have been renewed in this manner
10 prior to the date they would otherwise qualify for removal.

11 d. Notwithstanding any other provision of this subsection 2,
12 no disciplinary action may be removed from an employee's personnel file that was
13 based in whole or in part on charges of prohibited harassment (e.g. sex, race, etc.),
14 untruthfulness, dishonesty, excessive use of force, or insubordination.

15 **3. Employee Review of Personnel Records**

16 a. Subject to the terms and restrictions of ORS 652.750,
17 MCSO will provide reasonable opportunity for each employee to inspect his or her
18 personnel records which are used or have been used to determine the employee's
19 qualification for employment, promotion, additional compensation or employment
20 termination or other disciplinary action. At the request of the employee, the MCSO will
21 furnish a copy of such records.

22 b. Employees may attach a written response to personnel
23 records as described in paragraph a., above.

1 Association, then the County may request arbitration under this Grievance Procedure,
2 by written notice to the Association.

3 **Step III:**

4 _____ If the grievance has not been answered or resolved at step II, it may be
5 presented in writing by the Association on behalf of the grievant, or by the Association,
6 to central Labor Relations within fifteen (15) working days from the date after the Step
7 II response of the Sheriff is due. Labor Relations shall respond in writing to the grievant
8 and the Association within fifteen (15) working days.

9 **Step IV:**

10 _____ If the grievance still remains unresolved, the Association may submit the
11 matter in writing to binding arbitration but must do so within fifteen (15) working days
12 after the Step III response from Labor Relations is due.

13 **Arbitration:**

14 _____ After the grievance has been submitted to arbitration, the Association and
15 the Employee Services Division, acting as the Sheriff's representative, shall jointly
16 request the Oregon State Conciliation Service for a list of the names of seven (7)
17 Washington or Oregon arbitrators. The parties shall select an arbitrator from the list
18 by mutual agreement. If the parties are unable to agree on a method, the arbitrator
19 will be chosen by the method of alternate striking of names; the order of striking to be
20 determined by lot. One (1) day shall be allowed for the striking of each name. The
21 final name left on the list shall be the arbitrator. Nothing in this section shall prohibit
22 the parties from agreeing upon a permanent arbitrator or permanent list.

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

30 The arbitrator's decision shall be final and binding, but he shall have no power
31 to alter, modify, amend, add to, or detract from the terms of the Contract. The decision

1 shall be in writing, be within the scope and terms of the contract, and contain an
2 explanation of the reasoning utilized in making the decision. Any decision of the
3 arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date
4 the grievance was first filed with the Sheriff, and it shall state the effective date of the
5 award.

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

11 ——— Any time limits specified in the grievance procedure may be waived by
12 mutual consent of the parties. A grievance may be terminated at any time upon receipt
13 of a signed statement from the Association that the matter has been resolved. For
14 purposes of this Article, working days mean Monday through Friday, excluding
15 recognized holidays under the management compensation package.

16 **B. Stewards:**

17 _____ Employees selected by the Association to act as Association
18 representatives shall be known as "Association Representatives". The independent
19 authority to act as "Association Representative" shall reside with the Association
20 Officers (President, Vice President and Secretary/Treasurer) and any other individual
21 designated by the Association's President. The names of the employees selected as
22 Association Representatives and the names of other individuals who may represent
23 employees shall be certified in writing to the County by the Association.

24 **C. County-Association Meetings:**

25 _____ The Sheriff or his or her designee(s) shall meet at mutually convenient
26 times with the Association committee. All committee meetings with the County may
27 be held during working hours on County premises without loss of pay. The Association
28 committee shall consist of three (3) members selected by the Association.

29 ——— The purposes of the County-Association meeting shall be as follows:

- 30 **1.** To develop recommendations to adjust impending grievances,
31 and to discuss procedures for avoiding future grievances.

1 2. To function as a safety committee as prescribed by Oregon law,
2 and to make recommendations to ensure safe operation of the Multnomah County
3 Sheriff's Office. The committee may consider issues involving employee safety and
4 working environment and may prepare a report enumerating and discussing its
5 recommendations, financial impact and other relevant factors. Such report may be
6 directed to the County Commissioners, County Executive's Office, or Sheriff, as
7 appropriate. The committee shall meet at the request of either the Sheriff or
8 Association.

9 3. To make recommendations to accomplish goals and objectives as
10 established by the Board of County Commissioners in their budget process, and
11 further, to make recommendations to modify and improve such goals and objectives
12 as established by the Board of County Commissioners. This function of the committee
13 is in recognition of the fact that there is a mutual benefit to the County and the
14 Association to establish and meet goals and objectives, which are designed to increase
15 the productivity and efficiency of all County employees.

16 **D. Processing Grievances**

17 Grievance Committee members may investigate and process grievances
18 during working hours, within reasonable limits, without loss of pay, and all efforts shall
19 be made to avoid disruptions and interruption of work.

1 **ARTICLE 21**

2 **GENERAL PROVISIONS**

3
4 **A. No Discrimination.**

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

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

15 **B. Bulletin Boards.**

16 _____ The County agrees to furnish and maintain suitable bulletin boards in
17 convenient places to be used by the Association. -The Association shall limit its
18 postings of notices and bulletins to such bulletin boards. -All postings will be signed
19 and dated by an appropriate Association officer.

20 **C. Visits by Association Representatives.**

21 _____ The County agrees that representatives of the Association, upon
22 reasonable and proper introduction, shall have reasonable access to the premises of
23 the County at any time during working hours to conduct Association business. -The
24 Association agrees that such visits will cause no disruptions or interruptions of work.

25 **D. Assignment of Association President.**

26 _____ Subject to the mutual agreement of the Sheriff and the current
27 Association president, the president may be assigned to the Sheriff's Office or to
28 another day shift assignment.

29 **E. Rules.**

30 _____ The County agrees to furnish each employee in the bargaining unit with
31 a copy of all existing work rules and to provide a copy of new rules before their effective

1 date, when possible. New employees shall be provided a copy of the rules at the time
2 of hire.

3 **F. Existing Conditions**

4 _____ Except as specifically provided in this Agreement, no provision of this
5 Agreement is intended to change existing wages, hours, fringe benefits, or any other
6 working conditions when such wage, hour, fringe benefit or working condition
7 represents a mandatory subject of bargaining which traditionally have constituted an
8 economic benefit to the employee. -Any such change shall be subject to mutual
9 agreement between the parties before becoming effective and shall immediately be
10 prominently posted on all Multnomah County Sheriff's Offices bulletin boards for not
11 less than fourteen (14) consecutive days. -The county will solicit and be receptive to
12 the input of the Association regarding any other changes in existing working conditions
13 proposed by the County.

14 **G. Supremacy of Contract**

15 _____ To the extent allowable by Oregon Revised Statutes whenever a conflict
16 arises between this Agreement and Multnomah Code 3.10 or its successor, this
17 Agreement shall prevail.

18 **H. Contract Negotiations**

19 1. The Association's negotiating team, to be comprised of not more
20 than three (3) officers, shall be permitted to attend negotiating meetings with the
21 County representatives without loss of pay relative to securing contract renewal to the
22 extent that such meetings are scheduled during working hours of the members so
23 attending. -In addition, the Association's attorney may attend and participate in
24 negotiations.

25 2. Members of the Association's negotiating team who are attending
26 negotiating meetings during other than their regular work hours shall be considered to
27 be transferred to the day shift for each day on which negotiations are held.

28 **I. Safety**

29 _____ The parties agree that the Oregon Safe Employment Act is applicable to
30 County employment.

31

1 **J. Speech Rule.**

2 The Sheriff's Office encourages constructive criticism, but the efficiency,
3 discipline and harmony of the Multnomah County Sheriff's Office are best served when
4 criticism is initially directed through official channels for proper action. Employees shall
5 not publicly criticize any order, action or policy of the Office of the Sheriff or any fellow
6 employee if such public criticism will significantly damage the efficiency of any
7 employee or the efficiency or discipline of the Sheriff's Office or if it will adversely affect
8 the public's confidence in the Sheriff's Office. Employees may comment with
9 non-inflammatory statements and factual information on departmental orders, actions,
10 or policies of general public interest. An employee with information indicating a crime
11 or fraud by a fellow employee shall forward that information to the appropriate
12 enforcement agency.

13 **K. Contract Work.**

14 1. Unless mutually agreed, the County will not contract out or
15 subcontract any work now performed by employees covered by this Agreement when
16 such would result in layoff of any bargaining unit employee(s) and the County is unable
17 to find suitable or comparable alternate employment for the employee(s). However,
18 this provision shall not apply to contracting out or subcontracting work when such was
19 anticipated and considered as a part of the budgeting process and when the
20 Association Representative and/or President have been notified of the specific plan
21 and its probable impact at least thirty (30) days prior to adoption of the annual executive
22 budget or formal Board consideration of budget modifications.

23 2. The County agrees to meet with the Association to discuss the
24 effect of proposed contracting out or subcontracting prior to the presentation of the
25 proposal to the County Chair or Board for formal action.

26 3. The County further agrees to meet with the Association at its
27 request to explore the alternative of work force reduction by attrition. The County also
28 agrees that to the extent practicable transfers shall be made to open vacancies and
29 re-employment of employees affected by such action shall occur for as long as they
30 are so qualified in accordance with established layoff guidelines. The Association
31 agrees to assist the County in minimizing the impact on such affected employee(s).

1 L. The Association agrees to appoint a representative to serve on a
2 standing county-wide Payroll/Time keeping System labor-management committee
3 which shall meet with the Finance Division's Payroll Supervisor and other relevant
4 managers to discuss in advance any major change in the payroll or timekeeping
5 system, which would be applicable to members of the Association's bargaining unit. A
6 "major change" includes but is not limited to such changes as those needed to
7 implement new or structurally modified benefits or wage categories managed through
8 the payroll system, programming changes, and changes in check stubs or deposit
9 advice. The purposes of such committee shall be to assist in identifying in advance
10 potential technical problems that might interfere with the efficient and effective
11 introduction of the planned change, any adverse impacts such change might have on
12 employees and available means for ameliorating such impacts, and other changes that
13 might improve the payroll and time keeping systems.

ARTICLE 22

SAVINGS CLAUSE AND FUNDING

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A. Savings Clause.

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

B. Funding.

_____ The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. The total of all such wages and benefits is, therefore, contingent upon sources of revenue and annual budget approval. The County shall not cut wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request pursuant to established budget procedures. This Section B and County action hereunder shall not be subject to the Resolution of Disputes Procedures of Article 20.

ARTICLE 24

TERMINATION

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This Agreement shall be effective upon ratification, and shall remain in full force and effect until the 30th day of June ~~2018~~2022, subject only to the reopener exceptions set forth in Article 11(I)(G)(2)(b). -Negotiations for a successor agreement shall commence no later than February 1, ~~2018~~2022. -The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

1 IN WITNESS WHEREOF, the parties hereto have set their hands
2 this ___ day of November, 2018.

3

4 MULTNOMAH COUNTY
5 DEPUTY SHERIFF'S ASSOCIATION

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

6

7

8

9 _____
10 Matt Ferguson, President

11

12

13 _____
14 Greg Vining, Vice-President

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17 _____
18 Jay Pentheny, Secretary-Treasurer

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

Kathryn Short
Assistant County Attorney

MULTNOMAH COUNTY SHERIFF:

Michael Reese, Sheriff

NEGOTIATED FOR THE COUNTY BY:

Shelly Kent
Labor Relations Manager
Dept. of County Management

ADDENDUM A

WAGES

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Wages Effective July 1, 20142018:

Effective July 1, ~~20142018~~, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by ~~two-three~~ and ~~seven~~six tenths percent (~~2.703~~2.6%) . (Please see Addendum A-1).

Wages Effective July 1, 2015:

Effective July 1, ~~201520XX~~, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by ~~two and one-tenth~~ percent (~~2.1~~%) .

Wages Effective July 1, 20162019:

Effective July 1, ~~20162019~~, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by an amount equal to the annual percentage increase in the West – Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W-2nd Half ending December 20158), with a minimum increase of ~~two-one~~ percent (21%) and a maximum increase of four percent (4%) . All other articles and terms of the agreement shall continue without interruption for the term thereof.

Wages Effective July 1, 20172020:

Effective July 1, ~~20172020~~, the straight-time base hourly wage rates and ranges of employees covered by this agreement shall be increased by an amount equal to the annual percentage increase in the West – Size Class A Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W-2nd Half ending December 20162019), with a minimum increase of one percent (1%) and a maximum increase of four percent (4%) . All other articles and terms of the agreement shall continue without interruption for the term thereof.

1

2 **Wages Effective July 1, 2021:**

3 Effective July 1, 2021, the straight-time base hourly wage rates and ranges of
4 employees covered by this agreement shall be increased by an amount equal to
5 the annual percentage increase in the West – Size Class A Consumer Price Index
6 for Urban Wage Earners and Clerical Workers (Portland-CPIW-2nd Half ending
7 December 2020), with a minimum increase of one percent (1%) and a maximum
8 increase of four percent (4%). All other articles and terms of the agreement shall
9 continue without interruption for the term thereof.

1 **ADDENDUM A-1**

2 Base Hourly Rates Effective July 1, ~~2014~~2018

3 2.73,6% Pay Increase

4

5 **Classification** **Step** **Step** **Step** **Step** **Step** **Step**

6 **1** **2** **3** **4** **5** **6**

7

8

9 Deputy Sheriff 29.86 31.95 33.35 34.51 35.97 37.40

10 Sergeant 37.90 39.45 41.06 42.58 44.26 46.33

11 Civil Deputy 25.37 27.16 28.33 29.33 30.59 31.81

12

13

14 ~~Deputy Sheriff~~ ~~27.08~~ ~~28.98~~ ~~30.25~~ ~~31.29~~ ~~32.62~~ ~~33.92~~

15 ~~Sergeant~~ ~~34.36~~ ~~35.78~~ ~~37.24~~ ~~38.62~~ ~~40.14~~ ~~42.01~~

16 ~~Civil Deputy~~ ~~23.00~~ ~~24.64~~ ~~25.70~~ ~~26.60~~ ~~27.74~~ ~~28.85~~

17 ~~Civil Deputy Senior~~ ~~27.46~~ ~~28.63~~ ~~29.80~~ ~~30.88~~ ~~32.09~~ ~~33.60~~

18

19 Base Hourly Rates Effective July 1, 2015

20 2.1% Pay Increase

21

22 ~~**Classification**~~ ~~**Step**~~ ~~**Step**~~ ~~**Step**~~ ~~**Step**~~ ~~**Step**~~ ~~**Step**~~

23 ~~1 2 3 4 5 6~~

24 ~~Deputy Sheriff~~ ~~27.65~~ ~~29.59~~ ~~30.89~~ ~~31.95~~ ~~33.31~~ ~~34.63~~

25 ~~Sergeant~~ ~~35.08~~ ~~36.53~~ ~~38.02~~ ~~39.43~~ ~~40.98~~ ~~42.89~~

26 ~~Civil Deputy~~ ~~23.48~~ ~~25.16~~ ~~26.24~~ ~~27.16~~ ~~28.32~~ ~~29.46~~

27 ~~Civil Deputy Senior~~ ~~28.04~~ ~~29.23~~ ~~30.43~~ ~~31.53~~ ~~32.76~~ ~~34.31~~

28

29 Civil Deputies assigned lead worker responsibility by management shall have their

30 base hourly pay rate increased by twelve percent (12%) for such time as assigned

ADDENDUM A-1, PAY TABLE

1 lead worker responsibility. Lead worker duties and assignment are defined as
2 follows:

3
4 **I. Duties Defined**

5 A Lead Worker assignment involves certain limited supervisory and
6 administrative duties which are deemed not to warrant a separate classification.
7 These duties include, but are not limited to: laying out the work for other
8 employees, balancing the work, directing the work, reviewing the work and
9 employee conduct for adherence to standards and rules, and making such reports
10 as may be required to supervisory employees. -Lead Workers typically spend a
11 substantial portion of their time in performing the duties of the base classification.
12 Normally, the employees directed by a Lead Worker are in the same classification,
13 but additional classifications are sometimes involved.- An employee assigned to
14 be a Lead Worker will not impose or effectively recommend (as that term is
15 intended in Oregon law) formal discipline, i.e. a letter of reprimand or above. -The
16 involvement of Lead Workers in performance evaluation shall be limited to input.
17 Supervisors shall bear ultimate responsibility for the content of the evaluation.

18 **II. Assignment, Selection, Modification, and Termination**

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

ADDENDUM B

PERS CONTINUATION PROGRAM ELECTION FORM

1
2
3
4 Under the MCDSA contract, you may have the right to be covered by the PERS
5 Continuation Program. Under this program, the County will continue to pay your
6 regular salary and PERS contributions for up to three (3) years while you are off
7 work on a compensable Workers' Compensation claim.

- 8 **1.** Under the Program, you must give the County a check every pay period
9 equal to the amount of Workers' Compensation benefits you receive.
10 The easiest way to do this is to endorse the benefit check to Multnomah
11 County. The Check should be sent or delivered to the County's Central
12 Payroll Office in the Finance Division (Department of General Services).
- 13 **2.** You must pay the County within seven (7) days from the time you get
14 your Workers' Compensation check. The County must actually receive
15 your check no later than the seventh (7th) day. To avoid problems, you
16 should forward payment to the County immediately on receiving your
17 Workers' Compensation benefit check.
- 18 **3.** If you are late in paying the County, you will owe the County a collection
19 fee of fifty dollars (\$50). You may also owe the County substantial
20 penalties. The penalties are one percent (1%) per day of your Workers'
21 Compensation benefit amount. Penalties will grow each day of late
22 payment. If penalties are assessed, you will have the right to appeal
23 them to the Finance Director.
- 24 **4.** If you are late in making a payment, the County will send you a
25 delinquency notice. However, you should take steps to make up any
26 late payment as soon as possible since fees mount daily.
- 27 **5.** You have a right to elect to be in the program only once during your
28 career with Multnomah County. Under the contract, benefits can
29 continue for up to three (3) years. However, the Sheriff can choose to
30 terminate your PERS Continuation benefits under this program after
31 thirty (30) days. If this happens, you will continue receiving your

1 Workers' Compensation time loss payments for the period required
2 under law for the current Workers' Compensation claim. If you are off
3 the job on a future Workers' Compensation claim, you will continue to be
4 under the PERS Continuation Program, until three (3) years from the
5 date for which you first received PERS Continuation benefits on the first
6 Workers' Compensation claim. After three (3) years, you will revert to
7 the Supplemental Benefit Program instead of PERS Continuation
8 benefits.

- 9 6. This Program is in lieu of Supplemental Benefits and is subject to all
10 applicable laws and regulations. Participation in this program shall not
11 constitute any guarantee of retirement benefits owed to the employee
12 by the either the County or the Public Employees Retirement System.

13
14
15 The rules of the Program are set out in Article 12 Health and Welfare. Please read
16 the contract carefully. If you have any questions about how the Program works,
17 contact your Association representative immediately.

18
19 I elect to begin coverage in the PERS Continuation Program effective:

- 20 1. The current pay period.
21 2. Other future date _____ (specify).

22
23 Signed _____ Date _____

ADDENDUM C

(SENIORITY LIST AS OF 7/01/2015)

The County will maintain and make available a seniority list.

<u>Law Enforcement Sergeant</u>	<u>Class Date</u>	<u>County Date</u>
1 Ritchie, B	12/08/97	07/02/90
2 Shrake, M	09/01/98	05/20/91
3 Bevens, S	01/01/02	02/28/00
4 Lofton, W	06/17/02	08/23/99
5 Lange, G	06/15/03	09/27/93
6 Kubic, J	01/19/04	11/28/94
7 Lichatowich, T	01/20/04	03/19/98
8 Edwards, R	09/01/05	12/19/94
9 Brightbill, T	03/18/09	07/01/02
10 Krafve, K	05/06/09	10/26/87
11 Wilkerson, R	07/13/09	08/03/95
12 Kaer, C	07/13/09	11/26/03
13 Gesson, L	01/25/10	03/16/94
14 Wonacott, T	09/15/10	08/23/93
15 White, B	01/03/11	07/03/03
16 Dangler, S	04/04/11	10/09/00
17 Eriksen, J	07/11/11	12/31/03
18 Mallory, S	12/01/11	10/05/92
19 Snitker, L	01/14/13	01/29/90
20 Herron, M	01/14/13	08/04/97

<u>Deputy Sheriff</u>	<u>Class Date</u>	<u>County Date</u>
1 Gustafson, E	10/09/89	10/09/89
2 Shanks, T	10/30/89	02/22/88
3 Torres, J	02/15/93	02/15/93
4 Graziano, J	02/15/93	02/15/93
5 Pentheny, J	07/19/93	07/19/93
6 Swail, A	11/10/93	11/10/93
7 Satterthwaite, M	11/11/93	11/11/93
8 McLellan, S	12/06/93	12/06/93
9 Holoch, J	07/11/94	08/22/88
10 Lort, B	07/11/94	08/23/93
11 Licht, D	08/01/94	08/01/94
12 Bickford, K	09/26/94	09/26/94
13 Quick, H	01/30/95	01/30/95
14 Farnstrom, P	01/30/95	01/30/95
15 Vining, G	09/05/95	12/19/94
16 Storagee, J	08/05/96	08/05/96
17 Osborn, R	12/01/97	12/01/97

ADDENDUM C, SENIORITY LIST AS OF 7/01/15

18	Yohe, K	03/09/98	01/03/95
19	Ahn, J	05/18/98	05/18/98
20	Burke, R	06/01/98	03/09/98
21	Matsushima, R	06/01/98	06/01/98
22	Schneider, J	06/01/98	06/01/98
23	Nuzum, R	06/15/98	06/15/98
24	Cortada, R	02/08/99	02/08/99
25	Bybee, K	07/26/99	07/26/99
26	McDowell, S	08/04/99	11/16/92
27	Leahy, P	11/01/99	11/01/99
28	Rist, R	09/24/01	09/24/01
29	O'Donnell, B	01/07/02	06/22/88
30	Weber, T	07/01/02	07/01/02
31	Goss, J	07/22/02	07/22/02
32	Reiter, M	10/28/02	10/28/02
33	Fujii, T	02/10/03	02/10/03
34	McAfee, K	07/03/03	08/25/97
35	Maurry, J	09/15/03	02/27/02
36	Smith, K	09/29/03	09/29/03
37	Zwick, Jos.	01/02/04	01/02/04
38	Jones, K	04/19/04	03/08/99
39	Adams, M	05/03/04	05/03/04
40	Volker, J	05/03/04	05/03/04
41	Ketsevos, C	03/24/05	03/24/05
42	Oman, K	04/29/05	04/29/05
43	Zwick, Jon.	05/14/05	05/14/05
44	Ferguson, M	05/01/06	09/07/99
45	Hakala, R	05/02/06	09/19/05
46	Thompson, N	06/05/06	06/05/06
47	Costello, J	06/05/06	06/05/06
48	Potter, J	02/05/07	02/05/07
49	Hakala, T	06/29/07	06/29/07
50	Gay, C	08/05/07	10/31/05
51	Read, P	02/19/08	02/19/08
52	Lee, M	02/25/08	02/25/08
53	Atkins, J	02/25/08	02/25/08
54	Taber, D	03/10/08	03/10/08
55	Laizure, B	03/24/08	09/14/05
56	Wagner, C	03/24/08	03/24/08
57	Jordan, M	03/31/08	03/31/08
58	Tyrus, J	05/19/08	05/19/08
59	Yandell, L	07/07/08	07/07/08
60	Odil, K	07/07/08	07/07/08
61	Parker, R	09/22/08	09/22/08
62	Diekmann, G	10/13/08	10/13/08
63	Smith, S	05/18/09	05/18/09
64	Frauenthiener, B	07/13/09	07/13/09
65	Bergey, E	07/20/09	07/20/09
66	Lazzini, K	07/20/09	07/20/09
67	Krumpshmidt, K	07/20/09	07/20/09
68	Stephens, C	10/19/09	10/19/09

ADDENDUM C, SENIORITY LIST AS OF 7/01/15

69	Biggs, R	11/09/09	11/09/09
70	Ciobanasiu, J	11/09/09	11/09/09
71	Jewell, R	11/09/09	11/09/09
72	Harris, K	08/09/10	08/09/10
73	McQueen, D	01/03/11	01/03/11
74	Livermore, N	01/03/11	01/03/11
75	Brown, J	06/01/11	05/22/11
76	Sieczkowski, A	07/11/11	07/11/11
77	Dorris, K	11/28/11	11/28/11
78	Hughes, D	10/08/12	10/08/12
79	Baird, K	11/05/12	11/05/12
80	Bohrer, N	11/13/12	11/13/12
81	Azevedo, J	01/14/13	06/10/10
82	Hunter, S	06/10/13	12/10/12
83	Jackson, D	07/08/13	07/08/13
84	Fitzgerald, S	07/08/13	07/08/13
85	Bearson, J	08/12/13	08/12/13
86	Hidalgo, F	09/16/13	09/16/13
87	Devaney, M	09/16/13	09/16/13
88	Lucas, M	10/11/13	10/11/13
89	VACANT		
90	VACANT		
91	VACANT		
92	VACANT		
93	VACANT		
94	VACANT		
95	VACANT		

	<u>Civil Deputy</u>	<u>Class Date</u>	<u>County Date</u>
1	Doyle, B	08/30/99	01/05/98
2	Hughes, J	01/15/06	03/26/00
3	Hamilton, J	06/17/06	11/10/05

	<u>Civil Deputy Senior</u>	<u>Class Date</u>	<u>County Date</u>
1	Ross, M	09/01/98	05/23/88

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