



**2021-2023**

**Agreement**

**Between**

**Multnomah County, Oregon**

**And**

**Multnomah County Employees Union**

**Local 88-6, AFSCME, AFL-CIO**

**(Juvenile Custody Services Specialists Unit)**





**July 1, 2021 - June 30, 2023**

**AGREEMENT**

**BETWEEN**

**MULTNOMAH COUNTY, OREGON**

**AND**

**Multnomah County Employees Union**

**Local 88-6, AFSCME, AFL-CIO**

**(Juvenile Custody Services Specialists Unit)**



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**A G R E E M E N T****Between****MULTNOMAH COUNTY, OREGON****and****MULTNOMAH COUNTY EMPLOYEES UNION****LOCAL 88-6, AFSCME, AFL-CIO****(Juvenile Custody Services Specialist Unit)****ARTICLE 1****PREAMBLE**

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

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

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

**ARTICLE 2. DEFINITIONS**

**ARTICLE 2**

**DEFINITIONS**

**I. Full-Time Employee**

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

**II. FTE, or Full-Time Equivalency**

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

**III. Part-Time Employee**

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

**IV. Regular Employee**

An employee who following an examination process is appointed from a certified list of eligibles to fill a budgeted position; provided that a regular employee shall retain such status upon temporary or regular transfer, promotion, or demotion. When possible, a regular employee must be present and on duty at all times in any area where juveniles are present.

1. A regular employee who passed the initial one (1) year trial service period, terminated employment, and has been reinstated.

2. A non-trial service employee who has been transferred to the County by intergovernmental agreement under ORS 236.605 through 236.640.

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

**V. Trial Service Employee**

A. A regular employee shall serve one (1) year of trial service to determine their suitability for continued employment, such period to begin on the date of their appointment to a regular position from a certified list of eligibles. During the period of

trial service, the employee may be dismissed without recourse to the grievance procedure if in the opinion of the employee's supervisor their continued service would not be in the best interest of the County. The length of an employee's trial service period may not be extended by a Memorandum of Agreement under the terms of Article 28, Entire Agreement, unless the employee was absent from work for a period of six (6) months or more previous to the extension. Upon successful completion of six (6) months, trial service employees shall have bidding rights to shifts.

**B.** A trial service employee who is terminated for performance deficiency related to knowledge, skills, or abilities in the final six (6) months of their Initial Trial Service period and who has not received at least one additional Performance Review sixty (60) days or more after the first Review shall be granted severance pay in the amount of two (2) weeks of base pay at their FTE and schedule. This provision excludes Trial Service employees terminated for misconduct.

#### **VI. Promotional Trial Service Employee**

A regular employee serving a six (6) month period of trial service upon promotion to determine their suitability for continued employment in the classification to which they were promoted, such period to begin on the date of their appointment to a higher classification from a certified list of eligibles. During the period of promotional trial service, the employee shall be returned to the Juvenile Custody Service Specialists bargaining unit without recourse to the grievance procedure if in the opinion of the employee's supervisor their continued service in the classification to which they were promoted would not be in the best interest of the County.

#### **VII. Temporary Employee**

An employee whose appointment is uncertain due to an emergency workload, absence of an employee or because of a short-term need for a skill or ability.

**B.** Temporary employees shall be entitled only to the rights and benefits expressly identified in this section, Article 24 – Health and Safety, Article 25 – General Provisions, Article 26 – On Call and Temporary Employees, and Addendum D - Drug and Alcohol Policy. Use of the term “employee” elsewhere in this Agreement specifically excludes temporary employees. Rights and benefits granted to temporary employees by virtue of membership in this bargaining unit will apply only to JCSS



temporary assignments and are not transferrable to assignments outside this bargaining unit.

**VIII. On-Call Employee**

An on-call is a JCSS employee whose appointment is intermittent or irregular. On-call employees shall be entitled only to the rights and benefits expressly identified in this Section, Article 24 – Health and Safety, Article 25 – General Provisions, Article 26 – On Call and Temporary Employees, and Addendum D – Drug and Alcohol Policy. Use of the term “employee” elsewhere in this Agreement specifically excludes on-call employees. Rights and benefits granted to on-call employees by virtue of membership in this bargaining unit will apply only to JCSS on-call assignments and are not transferrable to assignments outside this bargaining unit.

**IX. Limited Duration Employee**

**A.** Limited duration appointments may be made for assignments of uncertain or limited duration, which are subject to the continuation of a grant, contract, award or special funding. Such appointments shall be for a stated period not exceeding two (2) years but may expire earlier. Management will provide timely notice to the union of any limited duration assignments.

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

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

**X. Supervisor**

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

**ARTICLE 3****RECOGNITION****I. Definition of Unit**

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

**II. Temporary Employees and Temporary List**

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

**III. Certification of Union Officers**

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

**IV. Certification of County Designee**

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

**ARTICLE 4****MANAGEMENT RIGHTS**

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

**ARTICLE 5**

**UNION SECURITY, REPRESENTATION**

**AND BUSINESS**

**I. Rights of Bargaining Unit Employees**

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

**II. Union Security and Check-off**

**A. Deduction of Union Dues**

**1. Amount deducted each payroll period**

The County agrees to deduct each payroll period from the pay of employees covered by this Agreement, in accordance with the terms of the contract between the employee and the union, one half (.5) of the current monthly Union membership dues of those Union members who individually request such deductions in writing on the form provided by the Union.

**2. Authorization and certification of dues**

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

**3. Appointment to excluded positions**

Deductions for Union dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.

**4. Monthly listing of new and terminated employees**

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

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

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

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

d. **Retiree Notice**

The County agrees to provide a monthly report to the Union containing the names of former Local 88-position holding employees who have retired from the County in the previous month.

**B. People Committee Deductions**

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

**C. Defense and Indemnification of the County**

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

1 affected, the Union shall be solely responsible for such reimbursements.

2 **III. Union Representation**

3 **A. Contract Negotiations**

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

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

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

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

23 **B. Employee Relations Committee Meetings**

24 To promote harmonious relations and to provide internal  
25 communications, the Union and the County will maintain an Employee Relations  
26 Committee consisting of no more than five (5) representatives of each party. Up to four  
27 (4) of the Union's representatives will be employees. The Committee will establish  
28 regular quarterly meetings during normal working hours and will so schedule such  
29 meetings as far in advance as practical to avoid disruptions and interruptions of work.  
30 Employees attending such meetings shall be compensated at their normal rate  
31 regardless of whether they are scheduled to work during the hours when the meeting

occurs. The Committee shall discuss any matters pertinent to maintaining good employer-employee relationships including recommendations to promote health and safety of youth and staff. The committee may also include juvenile justice and detention experts as agreed upon by the parties.

**C. Grievances and Contract Administration**

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

**D. Communication with Bargaining Unit Members**

**1. Bulletin boards**

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

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

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

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

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

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

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

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

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

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

16                              **1)**     Access is approved by the County's Chief  
 17 Information Officer, and subject to restrictions imposed by them; and

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

## 20           **E.     Union Business**

### 21                   **There are three (3) forms of time coding for Union Business**

#### 22                   **1.   Union Business Leave (County Paid Time)**

23                   Union Business Time that is considered County Paid Time includes  
 24 functions that are considered County/Union committees such as labor/management  
 25 committees, Benefits Committee, Compensation Committee; provide information  
 26 regarding a collective bargaining agreement to newly hired employees at employee  
 27 orientations or at any other meetings that may be arranged for new employees; testify  
 28 in a legal proceeding in which they have been subpoenaed as a witness; duties as a  
 29 steward as defined in this agreement and such other Union Business (County Paid)  
 30 that are mutually agreed between the parties. County employees participating in such



activities will be allowed to do so without loss of compensation, seniority, leave accrual or any other benefits.

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

a. Any Bargaining unit member selected by the Union to participate in a Union activity as defined below, shall be considered in Union Business (Union Reimbursable Time) status and shall be granted such time not to exceed twenty (20) working days per fiscal year per member. An additional sixteen (16) working days of paid Union Reimbursable Time shall be granted upon request to any elected Union delegate selected to attend official AFL-CIO or other certified AFSCME activities. Additional time may be granted by mutual agreement of the parties. County employees on approved Union Business Time (Union Reimbursable) will be allowed to do so without loss of compensation, seniority, leave accrual or any other benefits.

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

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

d. The County shall submit a quarterly statement to the Union itemizing the amount of the Union’s reimbursement obligation, and may directly withdraw the amount required from a fund maintained with the County. Funds for this

purpose shall be maintained in a separate interest-bearing account with the initial balance of twenty-two thousand dollars (\$22,000) to be replenished within ten (10) days upon notice from the County Labor Relations Manager whenever the amount falls below two-thousand five-hundred dollars (\$2,500).

e. The Union will accept status as “responsible party” for purposes of attributing Workers’ Compensation liability for compensable injuries or illnesses sustained while on Union reimbursable leave time taken under this Section. If the County incurs liability arising from activities of a member engaged in Union Business during such reimbursed time, the Union further agrees to reimburse the County for losses caused by such activities, to the extent that such losses are attributable to the acts of the employee receiving continued compensation pursuant to this section. In the event of a dispute over the causation or amount of loss attributable to the actions of Union agents, the parties agree to arbitrate such dispute under Article 18.III D., Step 4, unless such arbitration is inconsistent with the provisions of any applicable third-party insurance indemnification agreement, or unless binding arbitration might jeopardize the availability of coverage by a third-party insurer. County employees participating in such activities will be allowed to do so without loss of pay.

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

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

### F. **Union Business – Employment Status**

During Union Reimbursable Time, the employee shall not be eligible for County Workers’ Compensation benefits arising out of an injury or illness occurring during the leave from the County.

### G. **Visits by Union Representatives**

The County agrees that accredited representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, whether local Union

- 1 representatives, District Council representatives, or International representatives,
- 2 upon reasonable and proper introduction, shall have reasonable access to the
- 3 premises of the County at any time during working hours to conduct Union business.
- 4 The Union agrees that such visits will cause no disruptions or interruptions of work.

**ARTICLE 6****NO STRIKE OR LOCKOUT****I. No Strike**

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

**II. Crossing of Picket Lines**

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

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

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

**III. Employee Disciplinary Action**

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

**IV. No Lockout**

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

**V. Informational Picketing**

**A.** Nothing in this Article shall be construed to prohibit informational

1 picketing. Such informational picketing shall not stop and/or disrupt work of County  
2 employees and officials at any time, and picketing shall be prohibited in all County  
3 owned, rented or leased facilities and County meetings, including but not limited to  
4 Multnomah County Board Rooms/Meetings and County offices.

5 **B.** Employees engaged in informational picketing shall be subject to the  
6 work rules of the County organization to which they are assigned.

**ARTICLE 7****HOLIDAYS****I. Holidays****A. Recognized and Observed Holidays**

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

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

2. New Year's Day (January 1)

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

4. Presidents' Day (3<sup>rd</sup> Monday in February)

5. Memorial Day (last Monday in May)

6. Juneteenth (June 19)

7. Independence Day (July 4)

8. Labor Day (1<sup>st</sup> Monday in September)

9. Veterans' Day (November 11)

10. Thanksgiving Day (4<sup>th</sup> Thursday in November)

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

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

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

**B. Hours of Paid Leave on Observed Holidays**

The provisions of this subsection do not apply to the eight (8) hours of leave to be used between Thanksgiving and New Year's, or for any religious holiday during the calendar year, as detailed in "Section A" above.

**1. Full-Time employees on a regular work schedule**

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

**2. Part-Time employees**

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

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

**3. Full-Time employees on an irregular work schedule**

Full-time employees who are regularly scheduled to work less than forty (40) hours per week, or days of varying length shall be treated as permanent part-time employees for purposes of this subsection. Prior to implementing a new schedule not described in Article 7.I.B.1, the schedule must have first been agreed

upon by the Union and Labor Relations in accordance with Article 13.V.A.

**C. Saved Holidays**

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

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

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

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

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

**II. Holiday Observance**

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

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

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

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

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

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



1           **C.     Part-Time Employees, and Full-Time Employees Not on a Four**  
 2           **Consecutive Day or Five Consecutive Day Work Week**

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

7           **III.    Holiday Pay**

8           **A.**     Members of this bargaining unit provide public safety services three  
 9           hundred sixty-five (365) days a year, and are regularly required to work on observed  
 10          holidays. An employee required to work on an observed holiday will be compensated  
 11          at one-and-one-half (1 1/2) times their regular rate of pay for the hours worked during  
 12          the observed holiday for which the employee was eligible for holiday leave. Any  
 13          additional hours will be paid at the regular rate of pay. The employee will also be  
 14          granted the number of hours of leave to which they were eligible. The employee may  
 15          elect to accumulate such leave as Saved Holiday time subject to the provisions of  
 16          "Section I" above, or be paid at the employee's regular rate of pay. The election must  
 17          be submitted by the employee in writing to their immediate supervisor on the forms so  
 18          provided.

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

22          **IV.    Holiday During Leave**

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

**ARTICLE 8**

**VACATION LEAVE**

**I. Accrual**

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

**II. Table of Vacation Accrual Rates**

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

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

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

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

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

### 6   **III.    Charging**

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

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

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

### 13   **V.     Use and Scheduling of Accrued Vacation**

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

### 23   **VI.    Use of Accrued Vacation for Sick Leave and Other Purposes**

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

### 26   **VII.   Conversion of Sick Leave**

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

29          **B.**     When an employee has accrued one hundred twenty hours (120) of sick  
30 leave an employee may convert an amount equivalent to one (1) scheduled work day  
31 accrued sick leave into their vacation bank.

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

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

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

**ARTICLE 9**

**SICK LEAVE, FITNESS FOR DUTY,**

**AND DISABILITY INSURANCE**

**I. Paid Sick Leave**

**A. Definition and Allowable Use**

Sick leave is a leave of absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care. As used in this Article, "protected sick time" refers to sick leave protected under the Oregon state sick time law, ORS 653.601(6), *et seq.* The first forty (40) hours per year of "paid sick time," as defined under ORS 653.601(6), are protected under Oregon's state sick leave law. Accrued sick leave taken in excess of forty (40) hours per year is not covered or protected under the state sick leave law, but may be considered protected leave under other state and federal laws.

**1. Specified others**

- a.** Members of the employee's immediate household; or
- b.** The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
- c.** The employee's parents-in-law as defined in the Oregon Family Leave Act (hereafter referred to as "OFLA"); or
- d.** The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e.** The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse.
- f.** Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**2. Covered health conditions**

a. Mental or physical illness, injury, or health condition; need for medical diagnosis, care or treatment of a mental or physical illness injury or health condition; or time needed for preventative care; or

b. Any qualified condition covered by FMLA or OFLA regardless of whether the employee meets statutory eligibility requirements; or

c. Medical, dental, and employee assistance program appointments; or

d. Any qualified purpose allowed under Oregon's domestic violence, harassment, sexual assault, or stalking law; or

e. Any other illness, injury, or quarantine based on exposure to contagious disease; or

f. In the event of public health emergency, including upon an order of a general or specific public health emergency.

### 3. **Parental leave**

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

### 4. **Occupationally related conditions**

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

## B. **Accrual**

1. Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked. Straight time hours worked includes paid holidays and leaves with pay.

2. Sick leave may be accrued on an unlimited basis.

## C. **Reporting of Sick Leave**

An employee who has a position which requires a replacement during illness must notify the supervisor on duty in sufficient time [at least one (1) hour] before the beginning of their shift so that a replacement may be obtained. Failure to call in timely can result in staff being held over until a replacement can be found. Other

employees must notify their immediate supervisor, if available, or work site no later than fifteen (15) minutes after their scheduled starting time. Failure to so report may result in loss of pay for the day involved.

**D. Use of Sick Leave During Leave**

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

**E. Time Charging for Sick Leave**

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

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

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

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

**B. Legitimate Use**

1. Protected sick time is limited to the first forty (40) hours of sick time taken by an employee each calendar year.

**2. Verification of use**

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

b. The County may require an employee to submit written medical verification from a health care provider to receive sick leave benefit under any of the following circumstances:

i. The employee has missed work due to illness or injury for more than three (3) consecutive work days; or

1                   ii.     The employee has requested leave that is  
2 scheduled to last more than three (3) scheduled work days; or

3                   iii.    Whenever the County can articulate reasonable  
4 cause to believe that a misuse or abuse of sick leave has occurred, including  
5 questionable usage, questionable patterns of usage or calling in sick on a previously  
6 denied day off, provided the employee has been previously notified by a supervisor or  
7 Human Resources representative that, due to such concerns, future verification may  
8 be required. After an employee has exceeded the amount of sick leave protected under  
9 the Oregon Sick Time Law, employees notified of such reasonable cause described in  
10 this paragraph may be required to furnish a certification for each use of sick leave for  
11 a period not to exceed six (6) months following the notice.

12                  iv.     When the employee has exceeded the amount of  
13 sick leave protected under the Oregon Sick Time Law and has called in sick five (5) or  
14 more times for separate events in any six (6) month period, regardless of how the time  
15 is charged, and the employee has been notified by a supervisor or Human Resources  
16 representative that such verification will be required for a period of up to six (6) months  
17 following the notice.

18                   2.     **Discipline**

19                   Subject to the limitations of law, including but not limited to those  
20 of the FMLA/OFLA, discipline may be imposed under the following conditions:

21                   a.     **Abuse of sick leave**

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

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

26                   1)     Use of accrued sick leave, without abuse of such  
27 leave, will not be cause for discipline.

28                   2)     When the intermittent use of accrued sick leave or  
29 other paid or unpaid leave used in lieu of sick leave interferes significantly with an  
30 employee's ability to perform the duties of their job, management may do the following



(subject to the requirements of law, including, but not limited to, the FMLA/OFLA and the Oregon Sick Time Law):

a) require the employee to take continuous leave; or

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

**c. Excessive absenteeism**

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

1) Any legal requirements, including, but not limited to those of the FMLA/OFLA, Oregon Sick Time Law, or the ADA;

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

3) Whether there is a likelihood of improvement within a reasonable period of time based on credible medical evidence;

4) The particular attendance requirements of the employee's job;

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

**C. Sequencing of Leaves**

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

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

- 1                   a.     Sick leave until it is exhausted;
- 2                   b.     Vacation leave, saved holiday time, or compensatory time,
- 3     sequenced at the employee's option, until they are exhausted;
- 4                   c.     Leave without pay.
- 5                 2.     Leave that qualifies under FMLA/OFLA will be taken in the
- 6     following order:
- 7                   a.     Paid leave until it is exhausted; employees will determine
- 8     what order paid leave is used;
- 9                   b.     Leave without pay.
- 10                3.     Leave for other purposes will be taken in the following order:
- 11                   a.     Vacation leave, saved holiday time, or compensatory time,
- 12     sequenced at the employee's option (to the extent allowed by vacation sign-up
- 13     provisions) until they are exhausted;
- 14                   b.     Leave without pay.

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

16                Use of leave without pay in lieu of sick leave for non-FMLA and non-

17     OFLA qualifying conditions is subject to the approval of management and further

18     subject to the following provisions:

19                **1.     Continuous Leave**

20                In the event of a continuous leave of absence without pay in

21     excess of any legal requirement of the FMLA or OFLA, the County may require from

22     the employee's physician, and/or arrange for the employee to see a physician selected

23     by the County to examine the employee and provide a statement of the disability,

24     current condition, and the anticipated length of current absence. If the County requires

25     the employee to see a physician it has selected, it will pay the costs. If deemed

26     necessary by the County, such an examination shall be repeated every thirty (30) days.

27     If management determines that continued leave would not be in the best interest of the

28     County, then any resulting termination would be subject to review under the just cause

29     standard as to the reasonableness of this determination. Following six (6) months of

30     leave without pay, to include time spent on unpaid FMLA and/or OFLA leave, any

31     extension of the leave shall be deemed permissive on the part of the County and if the

employee's leave is not extended, and the employee does not return to work, the employee will be deemed to have resigned.

## **2. Intermittent Leave**

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

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

## **III. Fitness for Duty**

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

## **IV. Disability Insurance and Catastrophic Leave**

### **A. Disability Insurance**

#### **1. Short term disability**

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

#### **2. Long term disability**

1                   a.     All bargaining unit employees will be covered by a County-  
2     paid group long term disability insurance policy, the provisions of which will be specific  
3     to this bargaining unit in the County group policy available to Multnomah County  
4     employees.

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

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

13           **B.     Catastrophic Leave Program**

14                   The Parties recognize that a Catastrophic Leave Program has been  
15    implemented which allows the donation of vacation leave, holiday time, or  
16    compensatory time to ill or injured employees who have exhausted all paid leave. This  
17    program may be terminated only subject to the terms and conditions of County  
18    Personnel Rule 2-55.

19    **V.     Reinstatement of Sick Leave Accrual**

20           1.     Any employee who separates from County employment for any reason  
21    other than layoff or PERS retirement, who is subsequently re-employed as a regular  
22    status, limited duration, temporary or on-call employee within one hundred eighty (180)  
23    days, is entitled to credit for all sick leave accrued up to the last day of prior  
24    employment. Sick leave shall not accrue during the period between separation from  
25    employment and reemployment.

26           2.     Employees who were laid off from County employment will have their  
27    sick leave balance restored when they are recalled from layoff.

## **ARTICLE 10**

### **OTHER LEAVES**

#### **I. Unpaid Leaves of Absence**

##### **A. Use of Leave**

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

##### **B. Failure to Return from Leave**

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

#### **II. Judicial Leave**

##### **A. Jury Duty**

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

2. Except during an emergency or due to operational requirements, the County will not require employees to report to work after completing a full day on

jury duty, provided that if an employee is required to work over, any time spent on jury duty shall not be considered time worked for calculating overtime liability.

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

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

#### **B. Subpoenas**

1. Time spent serving as a witness in State or Federal Court at the request of the County will be treated as time worked for pay purposes. If the employee receives any witness fees, they will submit them to Payroll upon receipt.

2. Time spent serving as a witness in State or Federal Court will be treated as time worked for pay purposes under the following conditions:

a. The time services occurs during regularly scheduled working hours; and

b. The employee is subpoenaed to testify; and

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

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

4. An employee will be compensated for time worked when they have been subpoenaed to provide testimony in a legal proceeding initiated by either the County or the Union.

#### **C. Merit System Council Hearings**

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

### 1     **III.     Military Leave**

2             The County acknowledges its obligation under state and federal law to grant  
3     paid and unpaid leave for military training and service. Information about legally  
4     mandated military leave will be made available to employees upon request from the  
5     Human Resource Division. Members of the National Disaster Medical System (NDMS)  
6     service of the U.S. Office of Preparedness and Emergency Operations shall be treated  
7     as qualifying for paid leave under ORS 408.290 for and during deployments in  
8     response to public health emergencies.

### 9     **IV.     Bereavement Leave**

10            **A.**     An employee shall be granted not more than three (3) days' leave of  
11     absence with full pay in event of death in the immediate family or immediate household  
12     of the employee to make household adjustments or to attend funeral services. If such  
13     funeral is beyond three hundred fifty (350) miles, the employee may be granted up to  
14     three (3) additional days with pay at the discretion of their supervisor for travel and  
15     personal considerations. With sufficient advance notice, bereavement leave days may  
16     be taken non-consecutively provided they are taken within thirteen (13) months from  
17     the date of first use. For purposes of Bereavement Leave, an employee's immediate  
18     family shall be defined as their spouse or domestic partner, parents, step-parents,  
19     children, step-children, siblings, step-siblings, grandchildren, grandparents, sibling-in-  
20     law, and the parents, step-parents, siblings and step-siblings and grandparents of their  
21     spouse or domestic partner. Immediate household shall be defined as any person  
22     residing at the employee's residence on a regular basis.

23            **B.**     For any individual related by blood or affinity whose close association  
24     with the employee is equivalent of a family relationship, such leave of absence shall  
25     be granted by the employee's supervisor. In the event that the supervisor denies such  
26     a request for bereavement leave, the employee may request review of the decision by  
27     the Department Director or their designee(s). Employees may request additional  
28     bereavement leave in accordance with "Section I" of this article.

### 29     **V.     Personnel Examinations/Interviews**

30            Employees shall be given paid time off for participating in County examinations  
31     and interviews for promotion, demotion, or transfer which occur during their regularly

scheduled shift. However, paid time off will be restricted to examinations and interviews for five (5) positions per fiscal year.

**VI. Immigration and Citizenship Leave**

**A.** An employee may use up to forty (40) hours of accrued paid sick leave per fiscal year to address immigration or citizenship matters for themselves or members of their family as defined by Article 9.I.A.1. This includes, but is not limited to, attending meetings with immigration or criminal defense attorneys, state or federal criminal court proceedings, deportations hearings, or other events bearing on the subject individual's legal resident, immigration or citizenship status.

**B.** An employee who has used forty (40) hours of sick leave under Section A and has exhausted all other vacation, Compensatory Time, and Saved Holiday, but who needs additional leave for the purposes described in Section A to address immigration and citizenship matters, shall be granted unpaid leave of absence under Article 10.I. above, to the extent allowed by law.

**C.** The County may request written documentation corroborating the dates of requested Immigration and Citizenship Leave.

**VII. Inclement Weather and Natural Disasters Policy**

**A. Inclement Weather and Natural Disasters**

All employees are expected to make every effort to attend work and serve the public during inclement weather, nature disaster or community emergency unless released from reporting by their supervisor or other authorized management representative. An employee who does not report to work or who reports late shall code the absence as leave without pay or may charge it to compensatory time off, personal or saved holiday or vacation leave.

**B. Essential Employee Recognition**

**1.** Employees shall receive two (2) saved holidays on October 16 of each year. An employee who is appointed after October 16, but before February 16 of the same year, shall receive one (1) saved holiday effective to the date of their appointment. An employee who separates from service after October 16 but before January 1 of the same fiscal year, will have one (1) saved holiday deducted from their



1 accrued leave. If the employee has used both saved holidays, they will have one (1)  
2 vacation day deducted from their accrued leave.

3               **2.** For full-time employees, the amount of saved holiday hours shall  
4 be provided as stated in Article 7.I.B. For part-time employees, the hours shall be  
5 provided at the amount of their FTE times eight (8) hours.

**ARTICLE 11**

**HEALTH AND WELFARE**

**I. Medical and Dental Insurance**

**A. Definitions and Contributions toward Insurance Premiums**

**1. Definitions**

**a. Full-Time Employee Definition**

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

**b. Part-Time Employee Definition**

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

**1) Three-Quarter Time Employee Definition**

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

**2) Half-Time Employee Definition**

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

**2. Medical Plans and Insurance Contributions**

**a. Full-Time Employees**

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

Full-Time Employees		
Medical Plan	County Contribution	Employee Contribution
PPO 400 Plan	93.25%	6.75%
Kaiser 10/20 HMO Medical Plan	95%	5%

**b. Three-Quarter Time Employees**

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

Three-Quarter Time Employees		
Medical Plan	County Contribution	Employee Contribution
PPO 400 Plan	75%	25%
Major Medical Plan	100%	0%
Kaiser 10/20 HMO Medical Plan	75%	25%
Kaiser Maintenance Medical Plan	90%	10%

**c. Half-Time Employees**

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

Half-Time Employees		
Medical Plan	County Contribution	Employee Contribution
PPO 400 Plan	50%	50%
Major Medical Plan	100%	0%
Kaiser 10/20 HMO Medical Plan	50%	50%

Kaiser Maintenance Medical Plan	90%	10%
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d. Half-Time employees who enroll in the Kaiser Medical Plan will receive an additional fifty-dollar (\$50) monthly premium subsidy provided by the County.

### 3. Dental Insurance Contributions

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

Full-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	93%	7%
Willamette Dental Plan	93%	7%
Kaiser Dental 15 Plan	93%	7%

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

Three-Quarter Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	75%	25%
Willamette Dental Plan	75%	25%
Kaiser Dental 15 Plan	75%	25%

Half-Time Employees		
Dental Plan	County Contribution	Employee Contribution
Delta Dental 50 Plan	50%	50%
Willamette Dental Plan	50%	50%
Kaiser Dental 15 Plan	50%	50%

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

**B. Health Care Plan Changes During the Term of Agreement**

**1. Employee Benefit Advisory Team (EBAT)**

a. The Union and the County have shared interest in addressing increasing health insurance costs. In an effort to collaborate together over quality health plans, design changes and cost management, the parties agree to participate on an Employee Benefits Advisory Team (EBAT) with such other County employee bargaining units as agree to participate, to review and consider health plans, design changes and cost sharing features.

b. The Union will be entitled to one (1) representative bargaining unit member on the EBAT, and all AFSCME Council Representatives for Local 88 will also be allowed to participate.

**2. Notice of plan changes**

The County agrees to notify the Union any time there is a proposed change in plan design or optional changes proposed by the carriers that would impact plan design cost or plan designs, and to meet with the Union upon request. Objections to plan or plan design changes mandated by a carrier that cannot be resolved by meeting shall be subject to impact bargaining. Mandated coverage changes due to Federal or State laws, rules, or regulations shall be presented to the Union but will be implemented by the County as required by law.

**C. Premium Calculations**

1 For Kaiser Plans, the premium charges shall be the amount charged by  
2 Kaiser to the County. For the PPO plans, the premium charges shall be calculated,  
3 using sound actuarial principles, and include projected claim costs based on plan  
4 experience as required by state regulations, IBNR expenses, federal or Oregon Pool  
5 assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit  
6 plan administration costs, and an appropriate trend factor selected to limit County  
7 contributions and employee cost shares while providing adequate funding for plan  
8 operations.

9 **D. Employee Contribution**

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

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

15 1. Employees may elect to Opt Out of coverage in the County's  
16 medical benefit plan by making that election in their Benefit Enrollment process.  
17 Employees making such an election must provide an annual affidavit or other qualifying  
18 proof of other employer sponsored group medical benefit plan coverage, covering all  
19 tax dependents in order to make the Opt Out election. Employees will not be eligible  
20 to change their election until the County's official annual open enrollment period,  
21 unless the employee experiences an IRS recognized family status change event that  
22 would allow a mid-year health plan election change.

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

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

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

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

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

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

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

**F. Successor Plans and Carriers**

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

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

**G. Premium Reimbursement for Part-Time employees**

**1. Reimbursement Eligibility**

Three-Quarter Time and Half-Time employees may be eligible for premium reimbursement if they work the minimum required number of hours for each of six (6) consecutive pay periods. The six (6) pay periods used for calculation are considered a single qualifying block of time. The six (6) consecutive pay period block shall only be applied to one reimbursement request. Changes to a submitted reimbursement request will be considered only if a submitted payroll period is determined to be ineligible.

**2. Hours Required for Reimbursement**

a. For purposes of this calculation, Full-Time is defined as the total number of regular hours in a pay period for an employee scheduled to work

Monday through Friday, eight (8) hours per day.

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

c. Hours required for three-quarter time reimbursements and full-time reimbursements per pay period will be calculated according to the chart below.

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

### 3. Reimbursement Options

#### a. Full-Time Reimbursement

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

#### b. Three-Quarter Time Reimbursement

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

#### c. Example

A Half-Time employee works six (6) consecutive pay



periods, three (3) pay periods at three-quarter time and three (3) pay periods at full-time (see chart). The employee would be eligible to apply for a three-quarter reimbursement using these six (6) consecutive pay periods. The employee would not be eligible to apply for a full-time reimbursement using these six (6) consecutive pay periods.

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

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

**f.** Employees who elect to “Opt-out” and/or decline dental plan enrollment will not be eligible for premium reimbursement.

**g.** Reimbursement payments will be made only upon written request submitted by the employee to the Employee Benefits Office within ninety (90) days of the last payroll period of eligible full-time or three-quarter time work.

#### **H. Retirees**

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

#### **I. Default Enrollment**

**1.** New Full-Time employees who fail to submit timely application to Opt Out or enroll into the medical and dental benefit plans described in Section A.2.a will be enrolled by default in the County’s PPO 400 plan and Delta Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee requests dependent enrollment within fifteen (15) days of receiving notice of their default enrollment.

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

#### **J. Eligible Dependents**

1                   **1.    Spouses and domestic partners**

2                   **a.    Definitions**

3                               **1)**     A “spouse” is a person to whom the employee is  
4 married under Oregon law.

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

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

12                                       **b)**     Has a close personal relationship.

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

15   **i.**     Are not legally married to anyone;

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

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

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

22   **v.**     Are each other’s sole domestic  
23 partner;

24   **vi.**   Are jointly responsible for each other’s  
25 common welfare including “basic living expenses” as defined in the Affidavit of  
26 Marriage or Domestic Partnership.

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

28                               Employee may enroll spouse or domestic partner in County  
29 medical and dental plans upon completion of the County’s Affidavit of Marriage or  
30 Domestic Partnership and completing the applicable enrollment process. Enrollment  
31 times and other procedures for administration of the medical and dental benefit plans

shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouse or domestic partner must be enrolled in the same plan as the employee.

## **2. Children**

### **a. Definition**

“Eligible children” includes:

**1)** any biological or adoptive child of the employee or employee’s spouse/domestic partner who is under the age of twenty-six(26); or

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

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

**4)** the newborn child (grandchild of employee) of an enrolled, unmarried, eligible child of the employee or employee’s spouse/domestic partner who is under age twenty-three (23) at the time of the grandchild’s birth and when the parent child is also enrolled as a dependent under the employee’s County sponsored coverage and resides with the employee. Grandchild’s eligibility for coverage ends upon the child parent’s twenty-third (23<sup>rd</sup>) birthday, child parent or grandchild no longer reside with employee, or parent child’s marriage date, whichever occurs first, unless the County employee has obtained legal custody of the grandchild.

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

### **b. Enrollment of Dependent Children**

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

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

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

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

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

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

b. Employees whose marriage or domestic partnership ends must submit a statement of Termination of Marriage/Domestic Partnership and complete the benefit change process to report the event.

c. Employees must remove from coverage a child who has become ineligible by submitting a benefit change.

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

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

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

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

**1. Coverage for new employees**

**a. Medical and Dental Benefits**

Employees who enroll on the first of the month will be covered that day provided that the employee has completed their benefit enrollment and provided other required documents to the Employee Benefits office on or before that date. Employees who complete enrollment after the first (1<sup>st</sup>) day of the month following hire, but within thirty-one (31) days of hire, will be covered the first (1<sup>st</sup>) day of the month following the date enrollment is completed. Employees who do not enroll within thirty-one (31) days of hire will be enrolled based on the default enrollment procedure. Coverage under the default plan(s) will begin on the first (1<sup>st</sup>) day of the month following thirty-one (31) days of employment.

**2. Benefits coverage for terminating employees**

**a. Retirees**

**1) County-subsidized coverage**

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

**2) Continuation of coverage through COBRA**

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

**b. Other terminating employees**

1 **1) County-sponsored coverage**

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

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

5  
6 **Example:** Employee A's last working day in paid status day is July 15. Employee A's  
7 County sponsored health plan coverage will end July 31. Employee B's last working  
8 day in paid status day is July 16. Employee B's County sponsored health plan coverage  
9 will end August 31. Employee B will have additional cost shares deducted from final  
10 paychecks to cover the cost shares for August coverage.

11 **2) Continuation of coverage through COBRA**

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

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

16 **a. Leaves of less than 30 days**

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

20 **b. FMLA/OFLA Leaves**

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

25 **2)** If the employee remains on unpaid leave for more  
26 than thirty (30) days after FMLA leave is exhausted, the leave will be treated as an  
27 unpaid leave of absence per "Subsection c.1)" below, except that the last day of

FMLA/OFLA leave will be deemed the employee's last day in pay status.

**c. Non-FMLA/OFLA unpaid leaves**

**1) Lapsing of County-subsidized coverage**

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

<b>31st Day of Unpaid Non-FMLA/OFLA Leave</b>	<b>Coverage Ends</b>
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 (31<sup>st</sup>) 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. 31<sup>st</sup> day of unpaid leave is August 17<sup>th</sup>. Employee B's County sponsored health plan coverage will end September 30.

**2) Continuation of Coverage through COBRA**

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

**3) Benefits Coverage upon return from a leave**

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

**II. Other Benefits**

**A. Flexible Spending Accounts**

1                   **1.     Medical expenses**

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

7                   **2.     Dependent care expenses**

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

12                  **3.     Transportation Expenses**

13                  To the extent permitted by law, Transportation Assistance Plan  
14 (TRP) accounts, which allow employees to pay for Transit and parking with pre-tax  
15 wages, will be available according to the terms of the Multnomah County  
16 Transportation Expense Plan, as may be modified from time to time.

17                  **B.     Life Insurance**

18                  The County agrees to provide each employee covered by this Agreement  
19 with term life insurance in the amount of thirty thousand dollars (\$30,000). Employees  
20 may purchase supplemental term life insurance coverage for themselves, their spouse  
21 or their domestic partner consistent with carrier contract(s) by payroll deduction.  
22 Premiums will vary according to age of the insured.

23                  **C.     Emergency Treatment**

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

29                  **D.     Disability Insurance**

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



1   **III.    Retiree Life Insurance**

2           Retirees of Multnomah County who have at least ten (10) years of County  
3 service will be provided two thousand dollars (\$2,000) term life insurance coverage  
4 during the period of time they receive pension benefits.

1 **ARTICLE 12**

2 **WORKERS' COMPENSATION AND**

3 **SUPPLEMENTAL BENEFITS**

4  
5 **I. Coverage**

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

8 **II. Seniority**

9 **A.** 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 their continued period of employment with reference to accrual of seniority  
12 unless the employee's approved Oregon Workers Compensation type attending  
13 physician or the State Workers' Compensation Division certifies to the County in writing  
14 that the employee will be permanently disabled to such an extent that they will be  
15 unable to return to the County and fully perform the duties of the position they occupied  
16 at the time of injury.

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

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

27 **III. Trial Service Employees**

28 In accordance with the terms of Article 2, "Section V," if an employee sustains  
29 an injury during their trial service period, it may be extended by written agreement of  
30 the Union, the employee, and the County.

1   **IV.   Supplemental Benefits**

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

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

14          **B.**     To the extent not compensated by Workers' Compensation benefits, the  
15   hours missed on the first (1<sup>st</sup>) day of occupational disability shall be compensated as  
16   time worked.

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

20   **V.   Denied Claims**

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

24          **B.**     If a Workers' Compensation claim, which has been denied, is later held  
25   compensable upon appeal, any compensation disbursed for paid leave taken in lieu of  
26   compensable time loss shall be reimbursed by the employee to the County and the  
27   employee's sick leave account credited with an equivalent number of days.

28          **C.**     If an employee's Workers' Compensation claim is under appeal, and they  
29   are no longer entitled to medical/dental coverage under Article 11, Health and Welfare,  
30   they will be entitled to continued coverage under federal COBRA law. The duration of  
31   such coverage will be for six (6) months or the legally mandated period, whichever is

greater, provided that the employee continues to be eligible and pays the premiums as required.

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

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

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

**VI. Benefits**

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

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

**VII. Borrowing of Sick Leave**

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

**ARTICLE 13**  
**WORK SCHEDULES**

**I. Posting of Work Schedules**

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

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

**II. Right to Compensation for Regularly Scheduled Hours**

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

**III. Work Days and Days Off**

**A. Scheduling Requirements**

**1. Employees working 40 hours per week**

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

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

**2. Employees working less than 40 hours per week**

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

**B. Changing Scheduled Days of Work and Days Off**

**1. Voluntary changes**

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

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

**2. Shift Trading**

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

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

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

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

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

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

**3. Involuntary changes**

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

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

b. No employee normally scheduled to work forty (40) hours per week shall be paid for less than eighty (80) hours in a semimonthly pay period as

a result of the application of the provisions of this subsection, except that in the second (2<sup>nd</sup>) pay period in February this minimum shall be seventy (70) hours.

**IV. Scheduling the Work Day**

**A. Normal Work Day**

**1. Employees working forty hours a week**

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

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

**2. Employees working less than forty hours a week**

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

**B. Breaks**

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

**1. During the normal work day**

**a. Employees working six or more hours a day**

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

**b. Employees working fewer than six hours a day**

Employees scheduled to work fewer than six (6) hours a

day are entitled to one (1) fifteen (15) minute break to be scheduled by management.

**2. While working overtime**

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

**3. While on a continuous duty schedule**

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

**C. Meal Periods**

**1. Entitlement to a meal period**

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

**2. Unpaid meal periods**

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

**a. Length of the meal period**

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

**b. Scheduling**

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

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

**3. Paid meal periods: continuous duty schedules**



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

**V. Flexible Work Schedules**

**A. Exceptions to the Requirements of this Article**

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

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

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

**VI. Uniform Time Charging Provisions**

**A. Rounding Rule**

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

1. 0 - 7 minutes rounds to 0 hours
2. 8 - 15 minutes rounds to 1/4 hour

1           **B.     Applications**

2                   **1.     Lateness**

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

8                   **2.     Working over**

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

13                  **3.     Leaves**

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

16                  **4.     Work Day**

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

**ARTICLE 14**  
**COMPENSATION**

**I. Wage Adjustments**

**A. July 1, 2021**

Effective July 1, 2021, the rates and ranges of employees covered by this Agreement shall be increased by one and six tenths percent (1.6%). As such, the current pay rates and ranges (see the wage schedule attached to this Agreement as Addendum A, Table I) will remain in effect for this period. Employees covered by the CBA will be eligible for step increases during this period in accordance with Article 15 (Classifications and Pay Ranges), Section II (Step Placement and Seniority Dates).

**B. July 1, 2022**

Effective July 1, 2022, the rates and range of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the West - Size A Consumer Price Index for Urban Wage Earners and Clerical Workers (2nd Half, second half of 2020 to the second half of 2021 as reported in February 2022) with a minimum of one percent (1%) to a maximum of 4.0%). Employees covered by the CBA will be eligible for step increases during this period in accordance with Article 15 (Classifications and Pay Ranges), Section II (Step Placement and Seniority Dates).

**II. Pay Periods**

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

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

**A. Reporting After Hours/Scheduled Day Off**

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

**IV. Overtime**

**A. Time and One-Half**

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

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

**B. Double Time**

All work performed beyond regular overtime on a Full-Time employee's scheduled second (2<sup>nd</sup>) or third (3<sup>rd</sup>), or fourth (4<sup>th</sup>) day of rest will be paid at the rate of two (2) times the employee's regular rate of pay, provided that an employee who has refused to work a full shift on the employee's first (1<sup>st</sup>) scheduled day of rest will be paid at the rate of one-and-one-half (1 ½) times their normal rate. The first (1<sup>st</sup>) day of rest shall be the employee's first (1<sup>st</sup>) day off following their final continuous day of rest. For example:

1           1.       If an employee has three (3) continuous days of rest from Friday  
2 through Sunday, then Saturday and Sunday will be their second (2<sup>nd</sup>) and third (3<sup>rd</sup>)  
3 days of rest.

4           2.       If an employee has three (3) non-continuous days of rest on  
5 Wednesday, Sunday and Monday, then Sunday and Monday will be their second (2<sup>nd</sup>)  
6 and third (3<sup>rd</sup>) days of rest.

7           **C.       Overtime Administration**

8           1.       **Computation of overtime - holidays and leaves**

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

11          2.       **Equal distribution of overtime work**

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

15          3.       **No discrimination**

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

19          4.       **Discipline for unauthorized overtime**

20                   Employees working unauthorized overtime may be subject to  
21 discipline.

22          5.       **No suspending work to avoid overtime**

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

25          6.       **Compensatory time**

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

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

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

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

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

## **V. Shift Differential**

### **A. Payment of Shift Premiums**

#### **1. Hours and amounts**

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

##### **a. Swing shift premium**

An hourly premium of one dollar and twenty-five cents (\$1.25) to employees for all hours worked on shifts beginning between the hours of twelve (12:00) noon and six fifty-nine (6:59) p.m.; or

##### **b. Graveyard shift premium**

An hourly premium of one dollar and fifty cents (\$1.50) to employees for all hours worked on shifts beginning between the hours of seven (7:00) p.m. and five fifty-nine (5:59) a.m., provided that the employee was not called in early to a shift normally scheduled to begin after six (6:00) a.m.; or

##### **c. Relief shift premium**

An hourly premium of one dollar and fifty cents (\$1.50) to employees for all hours worked in the workweek while assigned to a relief shift.

#### **2. Definition of relief shift**

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

1                   **3.     Application to Hours Outside of Regularly Scheduled Shift**

2                   a.     An employee who works overtime on a day they were  
3 regularly scheduled to work shall receive the applicable shift differential for all hours  
4 that fall outside their shift in the window for Swing or Graveyard differential.

5                   b.     An employee who works overtime on a day they are not  
6 scheduled to work shall receive any applicable shift differential in accordance with  
7 Section V.A.1. above.

8                   **B.     Inclusion of Shift Differentials in Wages**

9                   **1.     Inclusion in overtime rate**

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

12                  **2.     Inclusion in sick and vacation pay**

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

16                  **3.     Shift pay disallowed for voluntary single shift change**

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

19                  **VI.    Auto Allowance and Compensation**

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

21                  **VII.   Deferred Compensation Plan**

22                  Subject to applicable federal regulations, the County agrees to provide a deferred  
23 compensation plan that provides for payment at a future date for services currently  
24 rendered by the eligible employee. Specific terms and conditions of the deferred  
25 compensation program are controlled by the plan document.

26                  **VIII. Overpayments and Payments in Violation of Contract**

27                  Any employee receiving unauthorized payments has the obligation to call such  
28 error to the attention of their supervisor.

29                  **A.     Unauthorized Overpayments**

30                  Any employee who receives payments to which they are not entitled,  
31 including but not limited to premium pay, shift differential, overtime pay, step increases,

or any other salary, wage, or reimbursement which is not authorized by this contract or County Personnel Rules, and which the employee knew or reasonably should have known they were not entitled to receive, shall reimburse the county for the full amount of the overpayment.

**B. Payments in Error**

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

**C. Repayment to the County**

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

**D. Repayment to the Employee**

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

**IX. Voluntary Standby Pay**

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

**X. Premium Pay and Computation**

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



**XI. Waiver of State Overtime Requirements**

To the extent allowable by law, the provisions of this Article and other provisions of this Agreement constitute an express waiver of ORS 653.268 as provided by ORS 653.269.

**XII. Bilingual Pay**

**A.** A differential of four percent (4%) over base rate will be paid to employees who have been directed to translate to and from English to another language (including the use of sign language), as a condition of employment. The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description. Direction to translate may be continuous by adoption of a language KSA for the position, in which case the premium shall be paid on all hours worked, or may be given on an ad hoc basis, in which case the premium shall be paid on hours worked conducting translation.

**B.** An employee who believes their work assignment requires routine translation service, but whose position does not specifically require translation from English to another language, may request that the Department of Human Resources Manager review the assignment and make a determination of eligibility. The Department determination shall be subject to review by the County's Chief Human Resources Officer or their designee.

**C.** The proficiency level for interpretation and translation skills will be assigned by management and contained in an employee's individual position description.

**XIII. Intake Pay**

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

**XIV. Training Pay**

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

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

## **ARTICLE 15**

### **CLASSIFICATIONS AND PAY RANGES**

#### **I. Wage Schedule**

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

#### **II. Step Placement and Seniority Dates**

##### **A. New Employees and Rehires**

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

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

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

##### **B. Step Increases**

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

##### **C. Promotion**

###### **1. Definition**

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

3 **2. Pay adjustments upon promotion**

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

8 **b.** If the employee's base pay in the lower range plus one step  
9 increase is lower than the first (1<sup>st</sup>) step in the higher range, the employee will be paid  
10 at the first (1<sup>st</sup>) step rate.

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

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

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

21 **3. Step increase date upon promotion**

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

26 **4. Failure to complete promotional trial service period:**

27 **a.** When a regular employee is promoted and does not  
28 complete the trial service period for that classification, they shall be reinstated to the  
29 Juvenile Custody Service Specialist Classification.

30 **b.** The employee will be placed at the same step in the old  
31 range that they would have been on but for the promotion.

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

**D. Reinstatement**

**1. Step placement upon reinstatement**

a. If an employee is reinstated from a recall list, after voluntary demotion, or after a leave of absence, the employee will be placed at the same step they were on when they left the classification.

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

**2. Seniority dates upon reinstatement**

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

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

**A. Work Out of Class**

**1. Definition**

An employee works out of class when they are assigned in writing by a supervisor or designee to assume the major distinguishing duties of a position in a higher classification and/or to replace another employee in a higher classification, and to perform a majority of the principal duties of that classification.

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

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

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

1                   a.     When an employee replaces another employee in a higher  
2 classification during all hours worked in a FLSA work week or longer period of time,  
3 the replacing employee will be paid the out of class rate for all hours in pay status on  
4 days in which they were on leave for less than half a shift.

5                   b.     An employee using leave while working out of class will be  
6 paid at their regular rate of pay for all hours in pay status on days in which they worked  
7 half or less of their scheduled hours.

8           **B.     Temporary Appointments**

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

13           1.     **Appointment to a non-bargaining unit classification**

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

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

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

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

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

27                   e.     The employee has the right to return to their bargaining unit  
28 position at the end of the appointment without loss of seniority; and

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

**ARTICLE 16****PENSIONS****I. PERS Membership**

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

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

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

**III. PERS Pick-up**

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

**IV. OPSRP Employer Contribution**

The County shall "pick up" the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) "employer pick-up" no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited

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

**V. Pension Stability Account Diversion Replacement**

**A.** If any contributions made under Section III. and IV. of this Article are credited to the employee pension stability accounts under ORS 238A.330, the County shall upon discovery or notification from PERB in turn notify each affected employee of their right to make additional contributions to the individual account program in the amount credited to the employee pension stability account.

**B.** If an employee elects to make an additional contribution, the County shall certify to the employee that the contribution has been remitted to the PERB for that Board to credit the employee’s contribution to the account established for them under ORS 2328A.350(2).

**VI. Retiree Medical Insurance**

**A. Definitions**

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

**B. Right to Participate**

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



1           **C.     Choice of Plan**

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

8           **D.     Retiree Responsibilities**

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

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

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

15               **1.     Payment at 58**

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

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

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

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

26               The County shall pay one-half (1/2) of the monthly medical  
27 insurance premium on behalf of a retiree and their eligible dependents from the  
28 retiree's fifty-fifth (55<sup>th</sup>) birthday or date of retirement, whichever is later, until the  
29 retiree's sixty-fifth (65<sup>th</sup>) birthday, death, or eligibility for Medicare, whichever is earlier,  
30 if the employee had:

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

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

10           **F.     Eligibility for Medicare**

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

13           **G.     Part-Time Prorating**

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

18           **H.     Requirement to Continuously Participate**

19                   1.     In addition to the other requirements of this section, continued  
20 medical plan participation or benefit of County contributions is conditioned on the  
21 retiree's continuous participation in the member's medical insurance plan from the time  
22 of retirement, and upon the retiree's timely payment of the applicable retiree portion  
23 (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously  
24 participate or make timely and sufficient payment of the applicable retiree portion of  
25 the monthly premium shall terminate the retiree's rights under this section. The Central  
26 Human Resources Division shall inform the retiree at the time they sign up for  
27 continued medical insurance coverage of the identity and address of the County's  
28 collection agent and acceptable forms of payment and shall thereafter inform the  
29 retiree of any change in collection agent at least forty-five (45) days prior to the effective  
30 date of such change.

1                   2.       A retiree who retires on or after ratification of this Agreement will  
2 be allowed to leave County coverage, and then opt back on to a County plan, as a one-  
3 time opportunity. To receive this benefit, however, the retiree must demonstrate  
4 continuous coverage under a plan that meets the minimum value requirements set  
5 forth under the Affordable Care Act (ACA), e.g., an employer-sponsored group medical  
6 plan. The retiree must enroll within sixty (60) calendar days of loss of coverage under  
7 the non-County group medical plan. The effective date of coverage will be the first day  
8 of the month on or after receipt of all enrollment forms.

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

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

**ARTICLE 17****DISCIPLINARY ACTION****I. Forms of Discipline for Cause and Notice Requirements**

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

**II. Definition of Cause**

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

**B.** If an employee fails to report or communicate their absence to the County for seven (7) calendar days, the County shall send a certified letter to the employee's address of record and personal email if known notifying them that they will be deemed voluntarily terminated if they do not contact their supervisor and report to work within seven (7) calendar days from the date of the letter. However, if an employee provides evidence that they were unable to contact the County due to medical reasons or other good cause, the County shall rescind the employee's resignation. Nothing in this section is intended to prohibit application of disciplinary action in cases of absence without approval.

**III. Appeal Rights****A. Written Reprimand**

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

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

Any regular, non-trial service employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to formally grieve within fifteen (15) days

1 of receipt of the letter imposing disciplinary action. The employee shall submit the  
2 grievance to the supervisor or manager who imposed the discipline. For example, if  
3 the discipline was imposed by the Department Director, the matter would be submitted  
4 directly to the Department Director at Step 2.

5 **C. Other**

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

10 **IV. Manner of Accomplishing Reprimands**

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

14 **V. No Abridgement of Rights**

15 Nothing in this contract shall be construed to abridge any employee's  
16 constitutional or civil rights. Employees have the right to Union representation. If the  
17 employee so desires, they shall be afforded Union representation.

**ARTICLE 18****SETTLEMENT OF DISPUTES****I. Purpose**

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

**II. Filing a Grievance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18                   b.     Grievances regarding reclassifications.

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

21                   d.     Grievances regarding work rules per Article 25, General  
22 Provisions, "Section III.D."

### 23     **III.     The Steps of the Grievance Procedure**

#### 24         **A.     Step 1. The Immediate Supervisor**

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

29                   2.     There will be a mandatory meeting either at Step 1 or at Step 2 of  
30 the grievance procedure to formally discuss the grievance. Unless an exception is  
31 agreed upon by the Union and the County, the meeting will be attended by the

Grievant, the manager and/or supervisor designated by the County, and the steward and/or other Union representative. If the grievance is a class grievance, a representative employee shall be deemed the Grievant for the purposes of the mandatory meeting.

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

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

**C. Step 3. Labor Relations**

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

**D. Step 4. Arbitration**

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

2. The Union shall request a list of the names of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Service. The Union and the County shall select an arbitrator from the list by mutual agreement. If they are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names, the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the Union and the County from agreeing upon a permanent arbitrator or permanent list.

3. The Union and the County agree that no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all



1 exhibits intended to be offered at the hearing, except the work product of any attorney  
2 or authorized representative involved.

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

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

16           **6.**     The arbitrator's decision shall be final and binding, but they shall  
17 have no power to alter, modify, amend, add to, or detract from the terms of this  
18 Agreement. The arbitrator's decision shall be within the scope and terms of the  
19 Agreement and in writing. Any decision of the arbitrator may provide for retroactivity  
20 not exceeding sixty (60) days prior to the date the grievance was first filed, and it shall  
21 state the effective date of the award.

22           **7.**     Expenses for the arbitrator shall be borne by the losing party.  
23 Each party shall be responsible for compensating its own representatives and  
24 witnesses. If either party desires a verbatim recording of the proceeding, it may cause  
25 such record to be made, on the condition that it pays for the record and makes copies  
26 available without charge to the other party and/or the arbitrator.

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

1 **IV. Representation of Employees**

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

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

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

9 3. An employee may file a grievance through Step 3 of the grievance  
10 procedure without the assistance of the Union; however, departure from the grievance  
11 procedure described herein shall automatically nullify the Union's obligation to process  
12 the grievance. Also, whether or not the employee seeks Union assistance, the Union  
13 must be given the opportunity to be present when a settlement offer is made, and any  
14 settlement must be consistent with the terms of this Agreement.

15 **B. Stewards**

16 1. **Definition and designation**

17 Employees selected by the Union as employee representatives  
18 shall be known as "Stewards". The names of the stewards and the names of other  
19 union representatives, who may represent employees, shall be certified in writing to  
20 the County by the Union. A steward's role includes but is not limited to; attending  
21 investigatory meetings, grievances, (investigating and presenting) and providing a new  
22 employee orientation to the Union.

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

24 a. Upon notification to the Grievant's supervisor of the name  
25 of the Grievant and the tentative cause of the grievance, or the name of the subject of  
26 a disciplinary investigatory interview, the steward(s) responsible for the Grievant's work  
27 area may investigate and process a grievance(s) at the work site during working hours  
28 without loss of pay, or in the case of an investigatory interview, participate in such  
29 interview without loss of pay. All efforts will be made to avoid disruptions and  
30 interruptions of work.

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

3                   **c.**     A steward may not process a grievance in any other work  
4 area than the one to which they are assigned by the Union unless mutually agreed by  
5 the Department and the Union.

6                   **3.     Chief Steward**

7                   A chief steward shall be assigned by the Union for Juvenile  
8 Custody Services Specialists working in the Juvenile Services Division. When there is  
9 no steward assigned to the Grievant's work area, the regular steward is unavailable,  
10 or by mutual agreement between the Union and the Division, the assigned chief  
11 steward may process a grievance in accordance with "Section IV.B" above. When a  
12 chief steward is unavailable or by mutual agreement between the Union and the  
13 Division, the Union may designate a Union officer to act as chief steward. A chief  
14 stewards role includes but is not limited to; All the duties of a steward and attendance  
15 at countywide ERC meetings.

16                  **V.     Unfair Labor Practices**

17                  If the County or the Union intends to file an unfair labor practice charge against  
18 the other party, it shall give that party advance written notice of such intent and a  
19 reasonable opportunity to meet to discuss the basis of such charge and possible  
20 resolution prior to filing the charge, unless the delay needed for such a discussion  
21 would cause prejudice to the claim; in the latter event, the notice and meeting is not  
22 excused, but may occur after the filing of the charge.

1 **ARTICLE 19**

2 **MODIFICATION OF WORK PERFORMED**

3 **BY THE BARGAINING UNIT:**

4 **CONTRACTING, INTERGOVERNMENTAL AGREEMENTS,**

5 **AND USE OF VOLUNTEERS**

6  
7 **I. Contracting**

8 **A. Limitations on Contracting**

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

19 **B. Meeting with the Union**

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

25 **C. No Interference with Contract**

26 Any contracting out of bargaining unit work under the terms of this article  
27 shall be bound exclusively by the exercise of the discretion of the Board of County  
28 Commissioners, and any appropriate elected executive, subject only to the limitations  
29 of this article and laws in effect at the time of execution of this Agreement including,  
30 but not limited to ORS 279B.030 to 279B.040. This exercise of discretion shall

specifically not be bound by the requirements of any Initiative Petition, or law promulgated thereto, which becomes effective subsequent to the execution of this Agreement.

## **II. Intergovernmental Agreements**

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

## **III. Rights and Benefits of Employees Involved in Consolidation, Merger, and Acquisition of Positions**

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

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

## **IV. Volunteers**

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

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

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

1 **ARTICLE 20**

2 **WORKLOADS AND STANDARDS,**

3 **TRAINING, AND PERFORMANCE EVALUATION**

4

5 **I. Workloads and Standards**

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

14 **II. Employee Development and Training**

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

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

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

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

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

1   **III.    Performance Evaluation**

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

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

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

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

**ARTICLE 21****SENIORITY AND LAYOFFS****I. Definition of Seniority**

Seniority will be determined as follows:

1. The total length of continuous service within the bargaining Unit; if a tie occurs, then

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

3. Test score on the Civil Service Examination, if available, if a tie occurs or if the test scores are not available, then

4. It shall be broken by lot in a manner to be determined by the Central Human Resources Division.

**II. Computation of Seniority****A. Seniority at contract signing**

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

**B. Seniority for time served subsequent to contract signing**

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

1. Part-time work within the same or equivalent classification will count on a full-time basis.

2. Time spent in an abolished classification that has a current equivalent will count toward seniority in the equivalent classification.

3. Time on authorized leave taken with pay will count.

4. When an authorized leave without pay exceeds thirty (30) days, no time spent on that leave will count except in the following circumstances:

a. An unpaid leave is protected by FMLA/OFLA or the Uniformed Service Employment and Reemployment Rights Act (USERRA) shall count.

b. An unpaid leave of up to one-hundred and eighty (180) days protected by the Americans with Disabilities Act, ORS 659A.040 to ORS



659A.069 (injured worker's right to reinstatement), and ORS 659A.270 to ORS 659A.290 (leave for victims of domestic violence) shall count.

5. When a layoff exceeds thirty (30) days, no time spent on layoff will count.

6. Time spent in a trainee capacity, e.g., in state or federal trainee programs, will not count.

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

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

9. Service is broken for purposes of this Article by discharge; voluntary quit from employment with Multnomah County; employees who do not complete an initial trial service period; or, expiration of the layoff list. Employees who promote or transfer out of the bargaining unit and do not complete a promotional trial service period will be returned to the position previously held without loss of seniority. Employees who promote or transfer out of the bargaining unit and does complete a promotional trial service period will be allowed to return to available vacancies in the bargaining unit.

### **III. Layoff**

#### **A. Layoff Definition**

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

#### **B. Layoff Rules**

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

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

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

1                   2.     Layoff

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

3                   1.     Temporary, non-regular trial service, and other employees who do  
4 not have classified status and who are occupying budgeted positions will be terminated  
5 before employees with classified status are affected by layoff. Employees without  
6 status that are terminated will not be placed on recall lists and do not have bumping  
7 rights.

8                   2.     Trial Service employees laid off will be placed on reinstatement  
9 lists for one year from the date of their layoff. They may, at the County's discretion, be  
10 reinstated if there are no employees who are on a recall list. Trial service employees  
11 who are reinstated will be treated as if they have been on a leave of absence for  
12 purposes of computing seniority and length of trial service period.

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

15                   1.     **Employee notification**

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

20                   2.     **Use of positions during the layoff process**

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

27                   3.     **Return from family medical leave without pay**

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

1                   **4.     Return from other leave without pay**

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

5                   **5.     Recalculation of seniority after leave of absence without pay**

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

10           **IV.    Bumping**

11           **A.     Bumping Definition**

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

14           **B.     The Bumping Process**

15           1.     Vacancies that are created and approved by the Board of County  
16 Commissioners to be effective the day following the layoff date shall be treated as  
17 vacancies available during a layoff process.

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

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

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

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

26           6.     Employees may not be reassigned to positions under this article  
27 unless qualified to perform the duties of that position. Employees may be denied rights  
28 otherwise available under these provisions only if they lack knowledge, skills or abilities  
29 designated for the position that are not easily learned on the job within ninety (90) days.  
30 Employees may be required to take and pass qualifying examinations in order to  
31 establish their rights to specific positions. Employees who are qualified as bilingual in

a KSA-identified language, but who do not occupy a position with a designated bilingual KSA, shall not be exempt from the layoff and bumping process by virtue of their bilingual skills. However, those employees remain eligible to bump into both bilingual and non-bilingual positions, as their seniority permits.

**V. Notice and Recall List**

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

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

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

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

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

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

1. Upon written request of the employee; or

2. Upon their retirement; or

3. Upon acceptance of permanent recall from the list; or

4. Upon declining an offer of permanent recall; or

5. Upon the employee's failure to respond to a certified letter sent to the employee's last known address within fourteen (14) days of mailing; or

6. Disciplinary termination for cause.

**D.** Employees who are laid off and are on recall list(s) and return to regular

County employment for any reason will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

**VI. Recall**

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

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

**VII. Seniority Application**

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

**B.** For purposes of vacation bidding, the employee's original date of hire with the County pursuant to "Section II.B" of this article shall be used to determine vacation selection in accordance with Article 8, Vacation Leave, "Section V."

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

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

**VIII. Posting Process**

**A. Seniority List Posting**

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

**B. Seniority List Appeal Process: Errors on new lists**

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

5 **IX. Special Provisions to Save Employees From Layoff**

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

**ARTICLE 22**

**SHIFT AND WORK ASSIGNMENT**

**I. Vacancy Defined**

A vacancy shall exist when:

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

1. Additional budgeted positions are allocated;

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

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

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

**II. Temporary Assignments**

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

**III. Permanent Assignments**

**A. Biennial Signup**

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

1           **B.     Selection**

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

7           **C.     Vacancies Following the Biennial Signup**

8                 **1.     General Custody Vacancies**

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

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

18                **2.     Trial Service Period**

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

27           **D.     Pod Closure**

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



1   **IV.    Change of Work Scheduling/Shift System and Signup**

2           It is recognized that the biennial signup system, except for new vacancies,  
3 implies that the employees know in advance the hours of work per day anticipated [e.g.  
4 four (4) ten (10) hour days] for each schedule/shift. Except for vacancies, the County  
5 therefore agrees to make any changes in this scheduling/shift system in tandem with  
6 the biennial signup. If a change in overall shift structure is contemplated as part of a  
7 budgetary process, the Union will be given thirty (30) days notice prior to final action  
8 by the Board on the budget or budget amendment. If no budgetary event is involved,  
9 the Union will be given at least thirty (30) days notice prior to the biennial posting. The  
10 purpose of this notice is to provide the Union an opportunity to assess the impact, and  
11 suggest alternatives.

**ARTICLE 23**

**PERSONNEL RULES AND RECORDS**

**I. Personnel Rules**

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

**II. Personnel Records and Information**

**A. Definition**

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

**B. Access to Personnel File Materials**

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

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

**C. Removal of File Materials**

**1. Letters of reprimand**

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

**2. Letters imposing other discipline**

**a. Single disciplinary acts**

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

4                               **b.     Multiple disciplinary acts**

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

**ARTICLE 24****HEALTH AND SAFETY****I. Workplace Safety**

**A.** The County and its employees share responsibility for maintaining a safe and appropriate work environment.

**B.** The County shall make reasonable provisions and exercise due considerations regarding the health and safety of employees.

**C.** All parties to this agreement will adhere to applicable County and Department policies related to critical incident response including Response to a Threat – Safety Plan policy. Employees and Management are responsible for reporting unsafe and potentially hazardous conditions.

**II. Staffing**

The County will staff the facility appropriately to ensure staff and youth safety.

**ARTICLE 25**

**GENERAL PROVISIONS**

**I. No Discrimination**

**A. Contractually Prohibited Discrimination**

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

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

**II. Legally Prohibited Discrimination**

**A. Prejudicial Acts Prohibited**

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

Micro-aggressions are defined as commonplace and causal verbal, behavioral, or environmental indignities and denigration, often unintentional or unconscious, that repeat or reaffirm stereotypes and convey negative or derogatory messages based on the recipient's status in a racial minority or other non-dominant culture group.

**B. Sexual Harassment Prohibited**

No employee(s) shall be subjected to unwelcome sexual advances, requests for sexual favors, or any form of verbal or physical conduct of a sexual nature

that is offensive, hostile or intimidating that interferes with the work performance of such employee(s).

**III. County Complaint Procedure**

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

1. The County shall make an individual trained in mediation available to any employee wishing to address the relationship between themselves and the individual alleged to have engaged in prohibited conduct, whether or not that behavior resulted in discipline. Participation requires the consent of both parties.

2. A retaliation complaint under this subsection will be treated as a Protected Class Complaint

3. The County will report all complaints raised by Local 88-6 represented employees alleging a violation of Article 24.I and 24.II to the Union at the email address [cabi@afscmelocal88.org](mailto:cabi@afscmelocal88.org).

**IV. Rules**

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

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

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

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

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

**V. Changes in Existing Conditions**

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

1. Consistent;

1                   2.     Clearly acted upon; and

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

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

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

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

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

17 **VI.     Uniforms and Protective Equipment**

18           1.     If an employee is required to wear a uniform, protective clothing, or any  
19 type of protective device, such uniform, protective clothing, or protective device shall  
20 be furnished by the County; the cost of initial tailoring and repair of the uniform or  
21 protective clothing, or device shall be paid by the County, in accordance with the  
22 current practice. The current practice of convening a committee of management and  
23 employees to select any article of clothing, which the County requires employees to  
24 wear, will continue.

25           2.     The County is not obligated to purchase or supply non-specialty safety  
26 eyewear and other items as identified in OAR 437-002-0134 Subsections (4)(b)-(e),  
27 however, upon an employee's request and subject to prior supervisor approval, the  
28 County may in its discretion reimburse an employee up to one-hundred fifty dollars  
29 (\$150) for prescription safety glasses that meets the ANSI Z87.1 standard.

30 **VII.    Radios**

1       The County will make every reasonable effort to ensure that an adequate  
2       number of properly functioning radios are available for each shift. On-call employees  
3       are responsible for returning their radios at the end of their shift and promptly reporting  
4       any equipment malfunctions. The County will make every reasonable effort to replace  
5       such malfunctioning devices without delay.

6       **VIII. Loss of Personal Property**

7       **A. Procedure for Advancing Claims**

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

14      **B. Exclusion of Personal Vehicles**

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



1 **ARTICLE 26**

2 **ON-CALL & TEMPORARY EMPLOYEES**

3  
4 **I. Hours for On-Call Employees**

5 On-call hours will be offered as equitably as practicable to all on-call staff,  
6 considering operational needs and according to their listed availability. Under no  
7 circumstances will an on-call employee work more than thirty-five (35) hours in a  
8 workweek. On-call appointments have no time limit. On-call employees may be  
9 terminated at any time; such terminations are not subject to the grievance procedure  
10 but may be appealed to the Department Director. If the County stops utilizing an on-  
11 call employee, upon request the on-call employee will be given a written explanation  
12 of the reason for no longer being utilized. The stated reason will not be subject to the  
13 grievance procedure but may be appealed to the Department Director.

14 **II. Hours for Temporary Employees**

15 A temporary appointment may be made for a period of up to six (6) months or  
16 one thousand and forty (1040) hours within the preceding twelve (12) months. A  
17 temporary employee who has already worked one thousand and forty (1040) hours  
18 may be appointed within the same twelve (12) month period to another position  
19 typically by a different Department, following a break in service lasting fifteen (15) days  
20 or longer. A Temporary employee may be re-appointed to a different position when an  
21 unforeseen circumstance requiring the employee's services arises shortly after the  
22 termination of one (1) appointment, even when the break in service is limited. If the  
23 County ends a Temporary appoint, upon request the Temporary employee will be given  
24 a written explanation of the reason for the ending of the appointment. The stated  
25 reason will not be subject to the grievance procedure, but may be appealed to the  
26 Department Director.

27 **III. Mandatory Training**

28 On-call and Temporary employees may be directed by the County, at its sole  
29 discretion, to attend mandatory training for the purposes of maintaining their status as  
30 On-call or Temporary employees. On-call and Temporary employees may also be  
31 offered optional training opportunities by the County based on availability of training

1 slots once those opportunities have been offered to regular employees. On-call and  
2 Temporary employees shall not be responsible for training regular employees or other  
3 On-Call or Temporary employees.

4 **IV. Internal Recruitments**

5 All On-call or Temporary JCSS employees hired through a civil service process  
6 will be eligible to participate in internal recruitments for regular JCSS vacancies. Nothing  
7 in this section will be construed to grant On-call or Temporary JCSS employees  
8 eligibility to participate in internal recruitments for positions not covered by this  
9 Agreement.

10 **V. Pay Differentials**

11 On-call and Temporary employees shall be eligible to receive shift differential  
12 according to the terms and conditions of Article 14 Section V.A.1.a and 1b. On-call and  
13 Temporary employees will be eligible to receive Intake Pay as described in Article 14,  
14 Section XIII for assigned work shifts in Intake.

15 **VI. Holidays**

16 On-call and Temporary employees will be compensated at one-and-one-half (1  
17 ½) times their regular rate of pay for hours worked on New Year's Day, Dr. King's  
18 Birthday, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and  
19 Christmas Day.

20 **VII. Sick Leave**

21 On-call and Temporary employees shall accrue sick leave at the rate of 0.0461  
22 hours for each straight time hour worked. Sick leave may only be used by On-call or  
23 Temporary employees to cover a previously scheduled shift, and only for any of the  
24 reasons identified in Article 9, Section A or any reason as required by law. Subject to  
25 the limitations of law, misuse of leave may be considered grounds for disciplinary  
26 action and/or termination of On-call employment. The parties recognize that On-call  
27 and Temporary employees have the responsibility to report to work fit for duty. To  
28 ensure such fitness, management may send On-call or Temporary employees for  
29 medical or psychological examination when the supervisor reasonably believes that  
30 the employee is not fit for duty or may be a danger to themselves or others. Any such  
31 examinations will be at County expense.

1 **VIII. On the Job Injuries**

2 To the extent not compensated by Workers' Compensation benefits, any  
3 scheduled hours for On-Call and Temporary employees during the first (1<sup>st</sup>) three (3)  
4 consecutive calendar days of occupational disability shall be compensated as time  
5 worked.

6 **IX. Leave During Law Enforcement or Regulatory Investigations**

7 Should an On-call or Temporary employee be the subject of allegations that  
8 lead to a law enforcement or regulatory investigation, the County may restrict the  
9 employee from working in certain programs or units or place the employee on  
10 administrative leave. If the allegation is not substantiated, the County will reimburse  
11 the employee for any hours the employee missed as a result of such administrative  
12 leave, provided the hours were already scheduled to work at the time of notice of the  
13 investigation.

14 **X. Wage Rates**

15 **A.** The initial base hourly rate of On-call and Temporary employees covered  
16 by this Agreement shall be Step 1 of the regular JCSS Pay Scale (PSG 6273). The  
17 base hourly rates of On-call and Temporary employees shall be subject to the same  
18 cost of living adjustments ("COLA") as the regular JCSS Pay Scale.

19 **B.** At the end of each fiscal quarter, the county will run a report to determine  
20 which On-call and Temporary employees have cumulatively worked 2080 hours in the  
21 JCSS classification. Those employees will be advanced to the subsequent step of the  
22 regular JCSS Pay Scale (PSG 6273). On-call and Temporary employees shall  
23 advance to the subsequent step each time they work an additional 2080 hours until  
24 they achieve the maximum step of the pay scale. Any step increases will be effective  
25 on the first day of the fiscal quarter and will not be retroactive to the date the employee  
26 reached 2080 hours. However, the employee will begin accumulating hours towards  
27 the subsequent 2080 hours prior to the end of the fiscal quarter and the implementation  
28 of the step increase.

29 **C.** Time spent as a regular status employee will not count towards the 2080  
30 hours. Hours are accrued from current hire date from on-call and temporary status in  
31 the JCSS classification. Any hours prior to a separation from service will not carry over.

1 A separation of service is defined as removal from On-call or Temporary employment  
2 or voluntary resignation. However, reinstatement following a successful appeal per  
3 Sections I or II of this Article shall not constitute a separation from service.

4 **D.** Effective July 1, 2018, all On-call and Temporary employees who have  
5 completed 2080 hours or more in the JCSS classification as outlined in VII.B. above  
6 will be adjusted to Step 2 of the regular JCSS Pay Scale.

7 **XI. Pay Differential In Lieu of Benefits**

8 **A.** On-call and Temporary employees shall receive a pay differential in lieu  
9 of benefits in the amount of one dollar and fifty cents (\$1.50) per hour.

10 **B.** For each month that an On-call or Temporary employee works eighty  
11 (80) hours or more in a month, the employee will receive a lump sum payment of \$200  
12 for that month. Management will conduct a review quarterly and provide payment by  
13 the end of the month following the end of the quarter.

14 **XII. Subpoenas**

15 Time spent for On-call and Temporary employees serving as a witness in State  
16 or Federal Court at the request of the Department will be treated as time worked for  
17 pay purposes. If the On-call or Temporary employee receives any witness fees, they  
18 will submit them to Payroll upon receipt.

19 **XIII. Drug and Alcohol Policy**

20 The provisions found in Addendum D, Drug and Alcohol Policy, shall apply to  
21 On-call and Temporary employees.

22 **XIV. Settlement of Disputes**

23 On-call and Temporary employees shall be covered under the terms of Article  
24 18 – Settlement of Disputes, strictly limited, however, to Article 26 – On Call &  
25 Temporary Employees, Article 24 – Health & Safety, Article 25 – General Provisions,  
26 Addendum D, Drug and Alcohol Policy, and the enforcement of Article 2, Section VIII  
27 and IX of this Agreement.

1 **ARTICLE 27**

2 **SAVINGS CLAUSE AND FUNDING**

3  
4 **I. Savings Clause**

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

13 **II. Funding**

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

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

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

**ARTICLE 28****ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code Chapter 9 or its successor and the Personnel Rules. The County and the Union for the life of the Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

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

**ARTICLE 29**

**PUBLIC SERVICE LOAN FORGIVENESS PROGRAM**

Public Service Loan Forgiveness (PSLF) is a program intended to encourage individuals to enter and continue to work full-time in public service jobs. Under this program, borrowers may qualify for forgiveness of the remaining balance of their Direct Loans after they have made 120 qualifying payments on those loans while employed full time by certain public service employers. Information, fact sheets and forms for participation may be obtained through the Federal Student Aid Office of the U.S. Department of Education.

The Union agrees to establish a point of contact to provide assistance to interested bargaining unit members regarding their options.

The County agrees to complete the portions of necessary forms which are designated to be completed by the employer. Forms should be submitted to DCJ Human Resources for completion.

The PSLF is not a County program. Nothing in this Article shall be construed or enforced to guarantee any rights or benefits under the PSLF. Nor shall this Article be construed or enforced to create any obligation by the Union or the County to assume liability for any student loan repayment obligations of bargaining unit members covered by this Agreement.

**ARTICLE 30****TERMINATION**

This Agreement shall be effective upon ratification, unless otherwise provided herein, and except for the reopener described in Article 11.I.B, shall remain in full force and effect through the 30<sup>th</sup> day of June, 2023, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 31, 2023, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiation



**SIGNATURE PAGE**

IN WITNESS WHEREOF, The Parties hereto have set their hands this 15 day of April, 2021

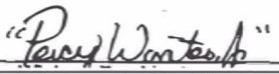
MULTNOMAH COUNTY  
EMPLOYEES UNION, LOCAL 88-6,  
AFSCME, AFL-CIO: (Juvenile  
Custody Services Specialist Unit)

By   
Tami Cox

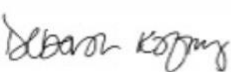
By   
Lela Clay

By   
Karlon Schepmann

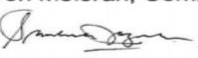
By   
Daniel Carter


By   
Percy Winters Jr, President

MULTNOMAH COUNTY, OREGON

By   
Deborah Kafoury, Chair

By   
Sharon Meieran, Commissioner

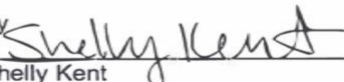
By   
Susheela Jayapal, Commissioner

By   
Jessica Vega Pederson, Commissioner

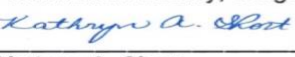
By   
Lori Stegmann, Commissioner

NEGOTIATED BY:

By   
Celeste Jones  
Council Representative  
AFSCME Council 75

By   
Shelly Kent  
Labor Relations Manager  
Multnomah County, Oregon

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

By   
Kathryn A. Short  
Deputy County Attorney

SIGNATURE PAGE

**ADDENDUM A****CLASSIFICATION INCLUDED IN THE BARGAINING UNIT****WITH PAY RANGE**

<b>Table I Juvenile Custody Services Specialist</b>											
<b>Effective – July 1, 2021 – 1.6% COLA</b>											
JCN TITLE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
6273 JUVENILE CUSTODY SERVICES SPEC		25.20	25.93	26.70	27.53	28.38	29.45	30.67	31.61	32.57	33.55
8274 JUVENILE CUSTODY SPEC (ON- CALL)		25.20	25.93	26.70	27.53	28.38	29.45	30.67	31.61	32.57	33.55

**ADDENDUM B****LEAD WORKER ASSIGNMENT AND PAY****I. Duties Defined**

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

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

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

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

1 An employee assigned as a Lead Worker for one year or more shall be given  
2 ten (10) days notice prior to the termination of such an assignment. A copy of the  
3 termination notice will be simultaneously given the Union. If the Lead Worker  
4 assignment is terminated, the employee will keep their current shift assignment and  
5 management will re-appoint the lead assignment to an employee within the work unit  
6 or pod at management's discretion.

7 **III. Pay Rate**

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

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

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

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

**ADDENDUM C**

**AUTO REIMBURSEMENT AND TRANSIT SUBSIDIES**

**I. Auto Allowance**

**A. Payment**

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

**B. Incidental Use**

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

**C. Condition of Employment Use**

**1. Designation**

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

**2. Payment**

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

event, however, shall the aforementioned base payment be made in a month in which an employee drives no miles as a condition of employment.

**D. Payment Rules for Alterations in Work Site**

**1. Temporary reporting place**

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

**2. Secondary reporting place**

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

**II. Incidental Parking**

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

**III. Tri-Met Pass**

**A. Statement of Purpose**

For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the

County's commitment to limiting traffic congestion and promoting clean air, effective September 2001 each employee shall be eligible to receive a Tri-Met pass entirely subsidized by the County for the employee's personal use. Employees' pass will b

**B. Scope of Subsidy**

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

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

**C. Procedural Requirements**

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

**ADDENDUM D****DRUG AND ALCOHOL POLICY****I. Drug Free Workplace Act**

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

**II. Alcohol and Drug Policy Work Rules and Discipline****A. Conduct Warranting Discipline**

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

2. Employees will not be subject to discipline or removal from the on-call and/or temporary employee lists for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

**B. Work Rules****1. Possession, consumption, solicitation and distribution of alcohol and drugs while on duty**

Employees shall:

a. Not possess, consume, manufacture, solicit or distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

b. Not possess, consume, manufacture, solicit or distribute,



1 cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the  
2 work place except when lawfully required as part of the job.

3 c. Not solicit, distribute, dispense or sell prescription  
4 medications except when lawfully required as part of the job.

5 d. Not possess or consume prescription medications without  
6 a valid prescription.

7 **2. Possession, consumption, solicitation and distribution of**  
8 **alcohol and drugs while off duty on County premises**

9 Employees shall:

10 a. Not use, possess, solicit or distribute illegal drugs.

11 b. Not use or distribute alcohol without authorization.

12 **3. Fitness for duty**

13 Employees shall:

14 a. Not report for duty while “under the influence” of alcohol or  
15 drugs. An individual is considered to be “under the influence” of alcohol if a  
16 breathalyzer test indicates the presence of alcohol at or above the .04% level. An  
17 individual is considered to be “under the influence” of drugs when testing indicates the  
18 presence of controlled substances at or above the levels applying to CDL holders.

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

22 c. Comply with legally mandated occupational requirements,  
23 whether or not they are specifically included in this policy. For example, by law holders  
24 of CDLs may not perform safety sensitive functions, such as driving, at or above the  
25 .02% level.

26 d. Not be absent from work because of the use of alcohol or  
27 illegal drugs, or because of the abuse of prescription or non-prescription medications,  
28 except when absent to participate in a bona fide assessment and rehabilitation  
29 program while on FMLA and/or OFLA leave.

30 e. Inform themselves of the effects of any prescription or non-  
31 prescription medications by obtaining information from health care providers,

1 pharmacists, medication packages and brochures, or other authoritative sources in  
2 advance of performing work duties.

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

10                   **4.     Cooperation with Policy Administration**

11                   Employees shall:

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

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

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

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

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

29                   f.     Disclose promptly (upon the next working day) and fully to  
30 their supervisor:

31                   i.     All drug or alcohol-related arrests, citations,

convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while they were on duty, on County property, or in a County vehicle; or

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

**C. Levels of Discipline**

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

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

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

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

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

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

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

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

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

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

16           **D.     Mandatory Assessment and Treatment**

17                   1.     Employees who are disciplined for conduct which is related to the  
18 use of alcohol or drugs may be required to undergo assessment and to complete a  
19 program of education and/or treatment prescribed by a Substance Abuse Professional  
20 selected by the County. Employees who test positive for alcohol or controlled  
21 substances may be required to undergo assessment at management's discretion,  
22 regardless of whether disciplinary action has been taken or a Last chance Agreement  
23 entered into.

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

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

31           **E.     Return to Work Testing**

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

### **III. Testing**

#### **A. Basis for Testing**

1. All employees may be tested:
  - a. based on reasonable suspicion of being “under the influence” of alcohol or prohibited drugs;
  - b. before returning to work after testing positive for being “under the influence” of alcohol or drugs;
  - c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.
2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.

#### **B. Establishing Reasonable Suspicion**

##### **1. Definition**

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

##### **2. Supervisory training**

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

on the basis of reasonable suspicion of being under the influence.

### 3. Lead Workers

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

### 4. Additional precautions

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

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

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

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

### C. Testing Methodology

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

#### 1. Drug Testing

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

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

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

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

**ii. Appeals**

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

**2. Alcohol Testing**

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

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

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

1 **IV. Definitions**

2 **A. Alcohol:**

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

5 **B. Controlled Substance:**

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

10 **C. County:**

11 Multnomah County, Oregon.

12 **D. Drug Paraphernalia:**

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

17 **E. Drug Test:**

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

20 **F. Drugs:**

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

26 **G. Medical Review Officer (MRO):**

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

31 **H. On Duty:**



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

**I. Prescription Medication:**

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

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

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

**K. Substance Abuse Professional (SAP):**

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

**L. Under the Influence of Alcohol:**

See "Section III. B. 3" above.

**M. Under the Influence of Drugs:**

See "Section II. B. 3" above.

**V. Sample Last Chance Agreement**

**LAST CHANCE AGREEMENT**

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

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

1 should I fail to complete either the inpatient or outpatient program, or fail to stay in good  
2 standing with the maintenance and/or aftercare program, my employment with the  
3 County will be terminated.

4  
5 2. I agree to comply with and complete the conditions of my "Treatment Plan"  
6 which may include participation in a maintenance or aftercare program as  
7 recommended by my treatment counselor. If I must be absent from my aftercare or  
8 maintenance program, I must notify the County. The County has my permission to  
9 verify my attendance at required meetings. If I do not continue in the aftercare or  
10 maintenance program, I understand that my employment will be terminated.

11  
12 3. I understand that the signing of this agreement shall allow the County the right  
13 to communicate with my physician and/or counselors regarding my status and  
14 progress of rehabilitation and aftercare. I further agree to sign any authorization or  
15 release of information necessary to allow for such communication.

16  
17 4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing  
18 (urinalysis and breath test) by the County for a period of 24 months from the date I  
19 return to work. This time period will increase accordingly if I am absent from work, for  
20 any reason, for a cumulative period of one month or more. I understand that if I refuse  
21 to take a drug and/or alcohol test or if a test is positive, my employment will be  
22 terminated.

23  
24 5. I agree to return to work upon successful completion of an alcohol/drug  
25 rehabilitation program if my substance abuse counselor requires inpatient treatment.  
26 If enrolled in outpatient treatment, I may return when I am substance free and in good  
27 standing in my maintenance program, at such time as recommended by my treatment  
28 counselor.

29  
30 6. It is understood that this agreement constitutes a final warning.

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

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

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

#### **Disciplinary Action**

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

#### **Personal Commitment**

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

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

1 (Employee) (Date) (Managerial Employee With (Date)  
 2 Disciplinary Authority)\*\*  
 3 \_\_\_\_\_  
 4 (Labor Representative ) (Date) (Employee's Immediate Supervisor\*\*\*) (Date)  
 5  
 6 \_\_\_\_\_  
 7 (Multnomah County (Date)  
 8 Labor Relations, if applicable\*)  
 9  
 10 Footnotes:  
 11 \* Necessary only if terms of the Labor Agreement are waived or excepted.  
 12 \*\* Always necessary.  
 13 \*\*\* Optional in cases in which immediate supervisor does not have termination  
 14 authority.

**ADDENDUM E****SENIORITY LISTING AS OF DATE OF CONTRACT SIGNING****MULTNOMAH COUNTY****Seniority Report****Department of Community Justice****Job: 6273, Juvenile Custody Service Specialist**

<b>Seniority Order</b>	<b>Name</b>	<b>Class Seniority</b>
1	Roland Aumueller	7/2/90
2	John Miller-Jr	7/11/90
3	Mike Peterson	7/6/91
4	Joe Buslach	1/27/92
5	Ina Talalemotu	8/1/93
6	William Hiebert	8/3/93
7	Reginald Bynum	1/18/94
8	Bernhard Wolpert	5/9/94
9	Tracy Hiebert	4/17/95
10	Brian Junta	4/18/95
11	James Kim	6/1/95
12	Scott Wheeler	11/6/95
13	Tau Porter	6/13/96
14	Mary Sullivan-Reinhardt	8/16/97
15	Stefon Spruill	11/19/97
16	Soukphavanh Phandouangsy	1/12/98
17	Arnoldo Jaramillo	4/19/98
18	Stephen Arthur	4/21/98
19	Shawn Thompson	11/17/98
20	Sualua Faalevao	12/3/98
21	Ramona Junta	6/6/99

<b>Seniority Order</b>	<b>Name</b>	<b>Class Seniority</b>
22	Tami Cox	7/19/00
23	Patrick Bennett	4/6/02
24	Johnnie Whitehorn	11/10/05
25	Tafiko Salu	11/21/05
26	Anh Nguyen	12/10/05
27	Robert Herriott	12/17/07
28	Martin Blanco	11/20/11
29	Debra Ceglie	3/31/12
30	Donde Bukowski	5/1/13
31	Daniel Carter	1/27/14
32	Karie Will	2/20/14
33	Eliazar Diaz	3/12/14
34	Bladimir Cadena	3/31/14
35	Ronald Lincoln	4/14/14
36	Tyrone Hammick	8/30/14
37	Jonathan Newton	11/19/14
38	Tochina Ramirez	11/30/14
39	Lela Clay	3/5/15
40	Kimberly Pohl	3/5/15
41	Tim Levier	3/8/15
42	Gabriel Romero	11/4/15
43	Juan Rogel	1/7/16
44	Stephanie Pacheco	1/25/16
45	Anthony Moxley	2/18/18
46	Marisol Hsu	5/26/18
47	Kenny Sparks	5/29/18
48	Jeremiah Dalton	8/6/18
49	Jamie Maggard	3/6/19

<b>Seniority Order</b>	<b>Name</b>	<b>Class Seniority</b>
50	Ajla Zelkanovic	7/31/19
51	Robert Harker	1/11/20
52	Whitney Burch	4/1/20
53	Bobby Smith	7/31/20
54	Johnnai Veals	10/7/20

## **MEMORANDUM OF UNDERSTANDING**

### **I. The Parties**

The Parties to this Memorandum of Understanding (MOU) are Multnomah County, Oregon (hereinafter "County") on behalf of the Department of Community Justice (hereinafter "DCJ") and AFSCME, Local 88-6, AFL-CIO (hereinafter "Union").

### **II. Background**

The County and the Union jointly endeavor to have available a pool of regular status positions created to backfill shifts when employees are absent. These positions will be known as "floaters." It is expected that work schedules for the floaters will frequently change to meet staffing needs.

### **III. Mutual Understanding**

**A.** Managers will assess staffing needs due to planned absences and build the schedule for the floater positions for the first (1st) until the fifteenth (15th) day of the month, and then a schedule from the sixteenth (16th) until the end of the month.

**B.** All contract provisions will apply, and the County will pay particular attention to the following:

1. Employees will receive their schedule with at least ten (10) days notice in accordance with Article 13.1.
2. Employees will receive applicable shift differential premiums in Article 14.V.
3. The County will adhere to the involuntary schedule change provisions found in Article 13.111.B.3 .b.

**C.** When employees in floater positions request vacation or sick leave in advance, they will submit the request to their supervisor for the time period that they will be gone and the number of leave hours they want to use during that time period. The supervisor will work with the employee to ensure that they are scheduled for the appropriate number of work and leave hours to meet their FTE for the FLSA work week.

### **IV. Length of Agreement**

This Agreement shall be automatically renewed from year to year and thereafter unless either party shall notify the other in writing no later than January 31st that it wishes to modify or terminate this Agreement for any reason.

Agreed to this \_\_\_\_ date of \_\_\_\_\_, 2021

For the Union:

For the County:

\_\_\_\_\_  
Celeste Jones  
AFSCME Council Representative

\_\_\_\_\_  
Shelly Kent  
Labor Relations Manager

MEMORANDUM OF UNDERSTANDING, FLOATERS



## **MEMORANDUM OF AGREEMENT**

### **I. The Parties**

The Parties to this Memorandum of Agreement (MOA) are Multnomah County, Oregon (hereinafter "County") on behalf of the Department of Community Justice (hereinafter "DCJ") and AFSCME, Local 88-6, AFL-CIO (hereinafter "Union").

### **II. Background**

The County and the Union jointly endeavor to have an appropriate process to conduct administrative, law enforcement and regulatory investigations related to employee conduct in the course of their official duties.

### **III. Terms of Agreement**

The following will apply for employees subject to work related investigations as a result of their conduct as Juvenile Custody Services Specialists:

#### **A. Administrative investigations**

1. The employee shall be informed by the investigator, human resources, or DCJ management the nature of the investigation and whether the employee is a witness or respondent before any interview commences.
2. A written notice shall be sent to the employee and their Union representative and include the citation of any known applicable work rules, procedures, or orders which the employee is alleged to have violated, and other information necessary to reasonably apprise the employee of the allegations of such complaint.
3. The written notice shall be provided in advance of the employee being interviewed unless a delay in obtaining information from the employee is likely to cause risk to persons, property, or the county.
4. The parties recognize that an employee may not be considered a respondent at the beginning of an investigation, but could be later considered a respondent as more facts are known. An employee who was previously interviewed as a witness and subsequently considered to be a respondent by management, shall be told of their changed status, in writing per Section 111, A, 2 above, as soon as possible.
5. Upon completion of an administrative investigation, the County will provide the respondent a written summary of the outcome of the investigation. Such summary shall be provided within fourteen (14) calendar days of the completion of the investigation.

#### **B. Law enforcement and regulatory agency investigations**

1. When DCJ management receives notice that an agency will conduct investigatory interviews with an employee, management will provide the Union notice prior to the interviews being scheduled.
2. Employees shall be afforded an opportunity to contact and consult privately with a representative of the Union and/or an attorney of their choosing before being directed to participate in an investigatory interview.
3. As permitted by law and agencies, and as information is known, DCJ management will provide information to the employee as stated in Section III.A. above.
4. Upon notification from the investigating agency, DCJ management will provide the respondent a written summary of the outcome of the investigation. Such summary shall be provided within fourteen (14) calendar days of receiving notice from the investigating agency.

### **C. Investigations and Preliminary Inquiries**

DCJ has an Internal Investigations policy that states - "If warranted, a preliminary inquiry is conducted to determine whether further investigation will be necessary." The person conducting the preliminary inquiry can determine whether the complaint is sustained, further investigation is warranted, or the facts are not sufficient to warrant further action/investigation. Since a complaint can be sustained under a preliminary inquiry, the parties agree that an inquiry that has the potential of having findings will be treated as an investigation and subject to the terms of this agreement.

## **IV. Resolution of Disputes**

Any dispute over the meaning, interpretation, or application of this MOA shall be resolved through the grievance procedure set forth in Article 18 of the collective bargaining agreement.

## **V. Length of Agreement**

This Agreement shall be automatically renewed from year to year and thereafter unless either party shall notify the other in writing no later than January 31<sup>st</sup> that it wishes to modify or terminate this Agreement for any reason.

Agreed to this \_\_\_\_\_ date of \_\_\_\_\_, 2019

For the Union:

For the County:

\_\_\_\_\_  
Seth Moore  
AFSCME Council Representative

\_\_\_\_\_  
Shelly Kent  
Labor Relations Manager

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