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**2011-2014**



**AGREEMENT**

**Between**

**Multnomah County, Oregon**

**And**

**Federation of Oregon Parole and Probation Officers**





**2011-2014**  
**AGREEMENT BETWEEN**  
**MULTNOMAH COUNTY, OREGON**  
**AND**  
**FEDERATION OF OREGON PAROLE AND PROBATION OFFICERS**  
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## **PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the "County," and the Federation of Oregon Parole and Probation Officers, hereinafter referred to as the "Federation."

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 parties' objective of enhancing community safety and reducing criminal activity to protect the people of Multnomah County and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise.

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

## **ARTICLE 1 - DEFINITIONS**

**Department:** For the purpose of this Agreement is the Department of Community Justice. The Department of Community Justice Director or Designee shall be deemed "Department Director" for any functional purpose of this Agreement.

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

**Part-time Employee:** An employee regularly scheduled to work forty (40) hours or more during two (2) work weeks, but less than full time in a given pay period.

**Probationary Employee:** An employee serving a one (1) year period to determine his or her suitability for continued employment. Such probationary period shall begin on the date of appointment from a certified list of eligibles. When a temporary employee becomes a regular employee, time spent in temporary status shall apply to the probationary period, provided that the job classification is the same, the job responsibility is substantially the same, and there is no break in service.

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

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

**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. A temporary appointment may be made for up to one thousand and forty (1040) hours within twelve (12) months. The twelve (12) months commence on the temporary employee's first day of work. The County shall provide to the Federation on a monthly basis a list of all hours worked by temporary employees along with their start date. Effective the date of this agreement, the parties agree to the April 18, 2011 memorandum of agreement relating to usage of temporary employees as set forth in that memorandum and incorporated herein.

## **ARTICLE 2 - RECOGNITION**

The County recognizes the Federation as the exclusive bargaining agent for the purposes of establishing wages, hours, and other conditions of employment for all County employees classified as Parole/ Probation Officers; except supervisory and confidential employees, temporary employees (as defined in Article 1) and employees regularly working a schedule of less than twenty (20) hours per week.

### ARTICLE 3 - FEDERATION SECURITY

1. **Rights of Bargaining Unit Employees:** Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Federation activities.
2. **Deduction of Federation Dues and Fair Share Service Fees:**
  - A. **Amount deducted each payroll period:** The County agrees to deduct each payroll period from the pay of employees covered by this Agreement as applicable:
    1. **Federation Dues:** An amount authorized in writing to the County by the FOPPO Treasurer, of the gross monthly salary for those Federation members who individually request such deductions in writing on the form provided by the Federation.
    2. **Fair Share Service Fee:** An amount authorized in writing to the County by the FOPPO Treasurer, of the gross monthly salary for a Fair Share Service Fee, payable in lieu of dues by any employee who has not joined the Federation within thirty (30) days of initial regular appointment to a bargaining unit position.
3. **Administration and Use of Fair Share Service Fees:** The Fair Share Service Fee shall be applied as required by law.
4. **Authorization and Certification of Dues and Fair Share Service Fees:** Deduction of membership dues must be authorized in writing on the form provided by the Federation. The amount to be deducted for dues and Fair Share Service Fees shall be certified in writing to the County by the FOPPO Treasurer. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Federation at an address certified to the County in writing by the FOPPO President or their designee, within five (5) working days after it is withheld or by such time as the parties mutually agree in writing. If requested by FOPPO, the County shall remit dues and/or Fair Share Service Fees to a designated FOPPO financial account via Electronic Funds Transfer (EFT).
5. **Religious Objections to Payment of Dues and Fair Share Service Fees:** Based upon bona fide religious tenets or teachings of a church or religious body of which an employee is a member, any such employee shall pay an amount equal to regular Federation dues through the Federation to a non-religious charity mutually agreed upon by the employee making such payment and the Federation. The employee will make payment through the Federation on a monthly basis. The Federation will forward the payment to the agreed upon charity, and provide the employee with a copy of the forwarding letter.
6. **Appointment to Excluded Positions:** Deductions for Fair Share Service Fees and Federation dues shall cease beginning with the pay period following an employee's regular appointment to a position which is excluded from the bargaining unit.
7. **Monthly Listing of New and Terminated Employees:** The County agrees to furnish the Federation 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 work location, and mailing address.
  - B. All bargaining unit members, their social security number, department/section, classification, base pay, birthday, full time/part-time status and number of scheduled hours, county seniority date, classification seniority date and mailing address.
  - C. All bargaining unit members who are fair share.
8. **Visits by Federation Representatives:** The County agrees that accredited officers, the chief steward and the member-at-large of FOPPO, upon reasonable and proper introduction, shall have reasonable access to



the premises of the County at any time during working hours to conduct Federation business. The Federation agrees that such visits will cause no disruptions or interruptions of work. Such access shall include appropriate keys, proxys and alarm access. Employees with access shall immediately return any cards and access information to management upon cessation of their term of office.

9. **Indemnification:** FOPPO will indemnify and hold the County harmless from claims arising out of application of this Article.

10. **List of Federation Officers and Stewards:** The Federation will provide the County with a written list of its current officers and stewards upon ratification of this Agreement and will provide an updated written list to the County whenever there is a change in officer(s) and/or steward(s).

#### **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 just 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 - NO STRIKE OR LOCKOUT**

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

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

#### **ARTICLE 6 – HOLIDAYS**

1. **Recognized Holidays:**

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

\* Any day the President, Governor or Board of County Commissioners declares as a holiday for public sector employees.

\* New Year's Day (January 1<sup>st</sup>)

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

\* Presidents' Day (3<sup>rd</sup> Monday in February)

\* Memorial Day (Last Monday in May)

\* Christmas Day (December 25<sup>th</sup>) may, with the approval of the supervisor, be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25<sup>th</sup>.

\* Independence Day (July 4<sup>th</sup>)

\* Labor Day (1<sup>st</sup> Monday in September)

\* Veterans' Day (November 11<sup>th</sup>)

\* Thanksgiving Day (4<sup>th</sup> Thursday in November)

\* Christmas Day (December 25<sup>th</sup>)

\* One (1) day designated as “Religious or Floating Holiday” to be used after Thanksgiving and in the fiscal year in which it was earned provided the employee has supervisory approval. The employee shall be credited with one (1) day, as outlined in Section three (3) of this article, of Saved Holiday time and leave shall not be carried over into the next fiscal year. The leave shall be prorated 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 work day before and the employee’s scheduled work day after the holiday.

2. **Holiday Observance:**

A. Employees working five (5) consecutive days shall observe a holiday falling on their first (1<sup>st</sup>) day off on the preceding business day. If a holiday falls on an employees second (2<sup>nd</sup>) day off, the following business day will serve as the observed holiday.

B. Employees working four (4) consecutive days shall observe a holiday falling on their first (1<sup>st</sup>) or second (2<sup>nd</sup>) day off on the preceding business day. If a holiday falls on an employees’ third (3<sup>rd</sup>) day off, the following business day will serve as the observed holiday.

C. Employees working four (4) non-consecutive days shall observe holidays falling on their two (2) consecutive days off as outlined in section A. If a holiday falls on the employees’ individual day off, the employee, with agreement from Management, may observe the holiday on either the preceding or following business day.

3. **Hours of Paid Leave on Observed Holidays:** The provisions of this subsection apply to Observed Holidays, and “Religious Holidays”. Employees working five (5) eight (8) hour shifts per week shall be entitled to eight (8) hours of leave per holiday; employees working four (4) ten (10) hour shifts per week shall be entitled to ten (10) hours of leave per holiday. Employees working 9-80 and irregular shifts shall be entitled to the number of hours of leave that they would have worked on the day the holiday was observed or taken. Part-time employees shall be entitled to leave prorated based on their FTE.

4. **Holiday During Leave:** If an employee is on an authorized leave with pay when an observed holiday occurs, such holiday shall not be charged against such leave.

5. **Holiday Pay:**

A. Work performed on a holiday which falls within an employee’s work week shall be considered as overtime and shall be compensated at one and one-half (1-1/2) time in addition to the normal pay. It is the employee’s option to receive compensation time in lieu of pay.

B. The employee, with his/her supervisor’s approval, may voluntarily choose to work a holiday that falls on an employee’s regularly scheduled work day at their straight time rate of pay. The holiday time under this section will be credited to the employee’s holiday bank to be used with his/her supervisor’s approval.

6. **Unused Holiday:**

A. Unused Holiday Leave shall be paid to the employee at the regular rate of pay at the time of separation from service. In the event of an employee’s death, unused Holiday Leave shall be paid to the employee’s heirs or designated beneficiaries at the regular rate of pay.

B. Unused holiday leave which has not been used by June 30 of the fiscal year in which the time was earned shall be forfeited, with the following exceptions:

1. Employees working five (5) eight (8) hour shifts per week shall be entitled to carry over into the next fiscal year up to twenty-four (24) hours of unused holiday leave;

2. Employees working four (4) ten (10) hour shifts per week shall be entitled to carry over into the next fiscal year up to thirty (30) hours of unused holiday leave;

3. Employees working 9-80 shall be entitled to carry over into the next fiscal year up to twenty-seven (27) hours of unused holiday leave;

4. Employees working other irregular shifts shall be entitled to carry over into the next fiscal year up to twenty-four (24) hours of unused holiday leave.

However, in no event may an employee's beginning holiday balance exceed forty (40) hours of unused holiday leave as of July 1 of any fiscal year nor may an employee carry over into the next fiscal year any Saved Holiday Bonus Leave earned for limited use of sick leave as defined in Article 8, Section 10.

C. **Scheduling Unused Holiday Leave:** The scheduling of unused holiday leave shall be in accordance with Article 7, Section 3.

### **ARTICLE 7 - VACATION LEAVE**

1. **Accrual:** Each regular employee shall begin to accrue vacation leave from the first (1<sup>st</sup>) day of regular employment. Vacation leave shall be accrued in accordance with the accrual of the labor agreement between the parties with the balance reflected on the employees bi-monthly check stub.

Employees shall accrue vacation time in accordance with the following schedule:

A. Less than two (2) years of County service, four (4) vacation hours shall be accrued per pay period equaling ninety-six (96) hours (or 2.4 weeks) accrued per year, cumulative to a maximum of two hundred twenty-four (224) hours.

B. Two (2) years of County service, but less than five (5) years of County service, five (5) vacation hours shall be accrued per pay period equaling one-hundred and twenty (120) hours (or 3 weeks) accrued per year, cumulative to a maximum of two hundred and forty-eight (248) hours.

C. Five (5) years of County service, but less than ten (10) years of County service, six (6) vacation hours shall be accrued per pay period equaling one hundred and forty-four (144) hours (or 3.6 weeks) accrued per year, cumulative to a maximum of two hundred and eighty (280) hours.

D. Ten (10) years of County service, but less than fifteen (15) years of County service, seven and thirty-three tenths (7.33) vacation hours shall be accrued per pay period equaling one hundred and seventy-six (176) hours (or 4.4 weeks) accrued per year, cumulative to a maximum of three hundred fifty-two (352) hours.

E. Fifteen (15) years of County service or more, nine (9) vacation hours shall be accrued per pay period leave equaling two hundred and sixteen (216) hours (or 5.4 weeks) accrued per year, cumulative to a maximum of four hundred thirty-two (432) hours.

F. Accrual rates apply to straight time hours worked and hours of paid leave.

2. **Charging:** Vacation leave shall be charged in increments of one-quarter (1/4) hours in accordance with the uniform time charging provisions of Article 14.

3. **Scheduling Accrued Vacation:** Employees shall submit their request for vacation to their immediate supervisor or on-duty supervisor for approval. Each vacation request shall be completed by the supervisor and returned to the Employee within two (2) business days whenever possible. If the supervisor is unable to return the approved or denied request to the employee within two (2) business days, the supervisor will so inform the employee and let the employee know of the date by which the supervisor will be able to respond. Employees shall be able to choose either a split or continuous vacation period. Wherever possible, consistent with the needs of the Department and requirement for vacation coverage, employees shall have the right to determine their vacation dates. If there is a coverage conflict, the vacation leave request will be granted based on the date and time of the request. If there are two requests on the same date, the employee's request with the most seniority, within the classification of Parole and Probation Officer, will be granted. Additionally, each employee will be allowed to exercise the right of seniority only once for no more than two (2) periods of consecutive days in each calendar year. Approved vacation requests shall not be rescinded or altered by management unless in a bona fide emergency. An employee retains the right to rescind an approved vacation request and must inform the supervisor as soon as the employee determines that s/he wishes to rescind their\_ approved vacation. An employee also retains the right to alter his or her approved vacation request, with the approval of management.

4. **Payoff Upon Termination, Death, or Retirement:** Unused vacation leave shall be paid to the employee at his/her regular rate of pay at the time of separation of service. In the event of an employee's death, all unused vacation leave shall be paid to the employee's heirs or designated beneficiaries at his or her regular rate of pay.

5. **Retiring Employees:** In the last year of employment prior to retirement, employees will be able to sell back up to fifty (50) hours of vacation. The employee will be responsible to notify the County of intent to retire in order to exercise this provision. This is a one-time option.

6. **Transfer of Accruals:** When an employee is promoted, transferred, demoted, appointed, or otherwise moves to another department or classification within the County, the employee's accumulated vacation leave balances shall be transferred with the employee to the gaining department / classification.

## **ARTICLE 8 - SICK LEAVE**

1. **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.

A. **Specified Others:** Members of the employee's immediate household, the employee's spouse or domestic partner, parents, step-parents, children, siblings and step-siblings, step-children, parents-in-law, and the parents, step-parents, siblings and step-siblings of his or her spouse or domestic partner. The legal meaning of these terms shall be as defined in the federal Family and Medical Leave Act (hereinafter referred to as the FMLA) and the Oregon Family Leave Act (hereinafter referred to as OFLA).

B. **Covered Health Conditions:** Any condition covered by FMLA or OFLA, other illness, injury, or quarantine based on exposure to contagious disease, or health care provider (HCP) appointments.

C. **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.

D. **Occupationally Related Conditions:** Use of sick leave for occupationally related conditions is limited to the provisions of Article 12, Workers' Compensation.

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

3. **Charging for Sick Leave:** Sick leave shall be charged in accordance with the uniform time charging provisions of Article 14.

4. **Reporting of Sick Leave:** Employees must notify their immediate supervisor, if available, or work site no later than fifteen (15) minutes after the start of their shift. Failure to so report may result in loss of pay for the day involved. The provisions of this section do not apply if the employee cannot reasonably report such sick leave due to unforeseen circumstances.

Employees shall submit their sick leave request to their immediate supervisor or on-duty supervisor for those circumstances which allow prior notice (example – HCP appointment). Each sick leave request shall be completed by the supervisor and returned to the Employee within two (2) business days whenever possible. Approved sick leave requests shall not be rescinded or altered by management unless a bona fide emergency exists. An employee retains the right to rescind an approved sick leave request. An employee also retains the right to alter his or her request, with the approval of management.

### **5. 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, except that Workers Compensation leave will not be counted against OFLA leave entitlements.

B. **Legitimate Use:**

1. **Verification of use:**

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

b. Management may require HCP verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions: 1. the employee has been absent for more than three (3) days; or 2. the employee has exhausted all sick leave; or 3. management reasonably believes that the absence may not be bona fide.

2. **Discipline:** Subject to the limitations of law, including but not limited to those of the FMLA and/or OFLA, discipline may be imposed under the following conditions:

a. **Abuse of sick leave:** Misuse of leave, violation of orders, directives, or contractual requirements concerning the use of sick leave and other forms of leave used in lieu of sick leave are cause for disciplinary action.

b. **Use of accrued sick leave:** Use of accrued sick leave, without abuse of such leave, will not be cause for discipline. When the intermittent use of accrued sick leave or other paid or unpaid leave used in lieu of sick leave interferes significantly with an employee's ability to perform the duties of his or her job, management may do the following (subject to the requirements of law, including, but not limited to, the FMLA and/or OFLA): Require the employee to take continuous leave; or 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 24 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: Any legal requirements, including, but not limited to those of the FMLA, OFLA or the ADA; The tenure and work history of the employee, specifically to include whether there have been previous instances of this pattern of absenteeism; Whether there is a likelihood of improvement within a reasonable period of time based on credible HCP evidence; The particular attendance requirements of the employee's job; The pattern of use, and whether the absences are clearly for bona fide sick leave purposes.

C. **Sequencing of Leaves:** The use of vacation leave, saved holiday time, compensatory time, and leave without pay is subject to approval by management according to the requirements of Articles 7, 8, 9, and 11, 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 and/or OFLA will be taken in the following order: Sick leave until it is exhausted; Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option, until they are exhausted; Leave without pay.

2. Leave that qualifies under FMLA and/or OFLA will be taken in the following order: Paid leave until it is exhausted; employees will determine what order paid leave is used; Leave without pay.

3. Leave for other purposes will be taken in the following order: Vacation leave, saved holiday time, or compensatory time, sequenced at the employee's option (to the extent allowed by vacation sign-up provisions) until they are exhausted; Leave without pay.

D. **Limitations on the Use of Leave Without Pay in Lieu of Sick Leave:** Use of leave without pay in lieu of sick leave for non-FMLA and non-OFLA qualifying conditions is subject to the approval of management and further subject to the following provisions:

1. **Continuous leave:** In the event of a continuous leave of absence without pay in excess of any legal requirement of the FMLA or OFLA, the County may require from the employee's HCP, and/or arrange for the employee to see a HCP selected by the County to examine the employee and provide a statement of the disability, current condition, and the anticipated length of current absence. If the County requires the employee to see a HCP it has selected, it will pay the costs. If deemed necessary by the County, such an

examination shall be repeated every thirty (30) days. If management determines that continued leave would not be in the best interest of the County, then any resulting termination would be subject to review under the just cause standard as to the reasonableness of this determination. Following six (6) months of leave without pay, to include time spent on unpaid FMLA and/or OFLA leave, any 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. HCP 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.

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

6. **Disability Insurance and Catastrophic Leave:**

A. **Disability Insurance:**

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

2. **Long-term disability:**

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

b. The County will pay for COBRA medical and dental insurance coverage for a period of up to six (6) months beyond the month in which benefits would normally terminate for an employee with an approved long-term disability claim. However, employees who "opt out" of benefits coverage under the provisions of Article 10, "Section 1. D." of this Agreement will not be eligible for continued County-paid coverage under this subsection.

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

7. **Sick Leave Records:** The medical or psychological records will be maintained in accordance with requirements of the Americans with Disabilities Act or other applicable law.

8. **Other Sick Leave Provisions:** Employees who are absent on sick leave for a period in excess of their accrued sick leave shall be allowed to use their accrued vacation, saved holiday, and/or compensatory time to cover such time off. At the option of the employee, the employee may retain up to forty (40) hours of vacation time prior to being placed on leave without pay. Leaves without pay shall be subject to the approval of management.

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

10. **Saved Holiday Bonus for Limited Use of Sick Leave:** Employees who have worked full time for the entire preceding fiscal year are eligible to receive Saved Holiday Time as a bonus incentive for low sick leave usage, as specified below.

A. Eligible employees who use no more than eight (8) hours (does not include FMLA/OFLA) of sick leave in a fiscal year will receive two (2) days Saved Holiday Time for use after July 15 of the following fiscal year.

B. Eligible employees who use more than eight (8) hours but no more than sixteen (16) hours of sick leave in a fiscal year will receive one (1) day Saved Holiday Time for use after July 15 of the following fiscal year.

C. Saved Holiday Bonus days must be used in the fiscal year they are awarded.

11. **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 articulates why he/she 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. Should an employee be required by the Employer to undergo a fitness for duty examination, the employee shall do so without a loss of pay or benefit(s) and the employer shall bear the expense of such examination. The employer may request from the employee an HCP's release of information that relates only to the employee's ability to perform the job. Any written information the HCP provides the employer will also be provided to the employee.

12. **Catastrophic Leave Program:** The parties recognize that a Catastrophic Leave Program has been implemented which allows the donation of vacation leave, or compensatory time, or unused holiday leave to ill or injured county employees who have exhausted all paid leave. This program may be terminated only subject to the terms and conditions of the implementing Ordinance.

13. **Transfer of Accruals:** When an employee is promoted, transferred, demoted, appointed, or otherwise moves to another department or classification within the County, the employee's accumulated sick leave balances shall be transferred with the employee to the gaining department / classification.

14. **Retirement:** Upon retirement, sick leave shall be reported to and counted for PERS final average salary calculation as allowed by PERS.

## **ARTICLE 9 - OTHER LEAVES**

1. **Unpaid Leaves of Absence:** Leaves of absence without pay for a period of up to six (6) months may be granted by an employee's supervisor for any reasonable purpose. The sequencing of the use of all leaves, including leaves of absence without pay, is specified in Article 8. A separate standard for granting any leave of absence for sick leave purpose is specified in Article 8. 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 at the discretion of the supervisor.

### **Jury Service:**

A. An employee shall be granted leave with full pay in lieu of jury fees on any scheduled day of work he or she is required to report for jury duty, if upon receipt the employee submits jury fees to Payroll. (Employees do not have to submit mileage and parking reimbursements.)

B. 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.

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

D. An employee may 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 return to his or her 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.

3. **Subpoenas:**

A. Time spent serving as a witness in a work related legal proceeding will be treated as hours worked for pay purposes in accordance with Article 11. Subpoenas out of county or state will be handled by mutual agreement between the employee and the employee's manager.

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

4. **Military Leave:** The County acknowledges its obligation under state and federal law to grant paid and unpaid leave for military service. Information about legally mandated military leave will be made available to employees upon request from departmental Human Resources.

5. **Bereavement Leave:** Upon an employee's request, he or she shall be granted three (3) days leave of absence with full pay in event of death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal considerations. The bereavement days need not be taken consecutively, unless employee is also using the three (3) travel days provided for in this section. For purposes of Bereavement Leave, an employee's immediate family shall be defined as his or her spouse or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, brothers-in-law, sisters-in-law, and the parents, step-parents, siblings and step-siblings of his or her spouse or domestic partner. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth above, under exceptional circumstances, the Department Director, upon request, may grant such leave of absence. To provide consistency among locations, any denial from an immediate supervisor for approval of leave for relationships other than those set forth above or travel days, shall automatically, and immediately be forwarded to the Department Director or his or her designee for Review. In no case shall this review extend past the current working day. Employees may request additional leave beyond the three (3) travel days and, upon approval, may use vacation leave or sick leave for such additional time.

6. **Coworker Funeral or Memorial Service Leave:** Subject to the Department's business needs, with the approval of the Department director, employees shall be given up to four (4) hours of paid time off to attend the funeral or memorial service of a bargaining unit member.

7. **Personnel Examinations/Interviews:** Employees shall be given paid time off for participating in County examinations and interviews for promotion, demotion, or transfer which occur during their regularly scheduled shift.

8. **Inclement Weather and Natural Disasters Policy:** The County reserves the right to establish policy with respect to attendance at work during inclement weather or a natural disaster, and further reserves the right to determine whether or not an event qualifies as such event under the terms of any such policy. Any time an employee is unable to work as scheduled due to such an event, such non-work time may, at the employee's discretion, be charged to: Vacation leave, saved holiday time, compensatory time, leave without pay, or at the employee's discretion, he or she may make up time lost due to inclement weather at any other time with no reduction of pay or other benefits.

Provided further that an employee who attempts to get to work in such a County declared event, but is unavoidably delayed, shall not have time charged to one (1) of the above categories unless he or she is two (2) or more hours late, in which case all time late will be charged or made up at the employee's discretion. The provisions of Article 14, Section 3, Right to Compensation for Regularly Scheduled Hours, will apply to instances in which an employee reports to work at a closed facility, or are otherwise specifically notified by the County that his or her facility is closed, and the employee is not reassigned.



9. **Educational Leave:** After completing one (1) year of service, an employee, upon request and approval of management, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. Such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee, when necessary. One (1) year leaves of absence with any requested extension for educational purposes may not be provided more than once in any three (3) year period. Employees may also be granted leaves of absence with or without pay for educational purposes and additional lengths of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are not intended to improve or upgrade the individual skill or professional ability, provided it does not interfere with the operation of the County.

10. **Federation Leave:**

A. **Federation Business Leave (County Paid Time):** Federation Business that is considered County Paid Time includes functions that are considered County /Federation joint functions such as negotiations (including time before and after negotiations for caucuses); participation in committees that are joint County/Federation committees such as Labor/Management committees, the Benefits Committee and the Compensation Committee; duties as a steward as defined in this Agreement; hearings and meetings to settle grievances and disputes between the parties; and such other Federation Business (County Paid Time) mutually agreed upon by the parties. Employees participating in such activities will be allowed to do so without loss of pay.

B. **Federation Business Leave (Federation Reimbursable Time):** Any bargaining unit member selected by the Federation to participate in a Federation activity as defined below, shall be considered in Federation Business Leave (Federation Reimbursable Time) status and shall be granted such leave.

Federation Business (Federation Reimbursable Time) addressed in this section would pertain to such activities as Contract Administration – such as time to cover for staff replacement, time to attend training conferences such as arbitration/grievance training, and time off to prepare for negotiations; Conferences/Other – such as Women’s Convention, appointment Federation Board seat or committee; and other mutually agreed activities that would qualify for Federation Business (Federation Reimbursable Time).

Five (5) days’ 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. The Federation will make every effort to avoid disruptions of work. The Federation shall reimburse the County for one hundred per cent (100%) of the affected employee’s salary and benefits (including pro-rata cost of workers’ compensation premiums, but excluding indirect or overhead charges) for straight time spent on Federation activities conducted during regularly scheduled working hours. The County shall submit a quarterly statement to the Federation itemizing the amount of the Federation’s reimbursement obligations.

C. **Federation Business (Unpaid) Leave:** Employees selected by the Federation for such activities that are considered political activities including political training, conferences, committees, or appointment, and time off work on an election race are considered Federation Business (Unpaid) Leave.

Upon seven (7) days advance notice by the Federation, Officers shall, subject to the operating requirements of the department, be granted leave without pay for a reasonable period of time not to exceed three (3) consecutive working days and not to exceed a total of ten (10) working days for the bargaining unit in any given calendar year for purpose of conducting Federation business which takes them away from their employment. Such unpaid leave for Officers shall not be limited to political activities.

Nothing in this section prevents a Federation Officer from engaging in Federation business during approved time off.

D. **Workers Compensation Benefits While on Federation Leave:** While on Federation Reimbursable Time and Federation Business (Unpaid) Leave, employees shall not be eligible for County workers compensation benefits arising out of injury or illness occurring during the leave from the County.

11. **Use of Deadly Force:** The County reserves the right to place an employee involved in a use of deadly force incident on paid administrative leave in accordance with the provisions of the Department’s Use of Deadly Force policy.

12. **Travel and Training Leave:** Travel to and from training out of state and out of the area will be compensated in compliance with this collective bargaining agreement or the Fair Labor Standards Act (FLSA), whichever is greater.

**ARTICLE 10 – HEALTH AND WELFARE**

1. **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 (32) hours per work week or regularly scheduled to work at least thirty (30) hours per work week on a ten (10) hour per day schedule.

b. **Part-Time Employee – Definition**

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

2. **Medical Insurance Contributions:**

a. **Full-Time Employees**

Effective January 1, 2012 each eligible Full-Time active enrolled employee’s monthly contribution for the purchase of medical benefit plan coverage (which includes vision and prescription coverage) will be calculated as a percentage of the total monthly premium by tier as follows:

<b>Plan Name</b>	<b>County Contribution</b>	<b>Full-Time Employee Contribution</b>
ODS Performance Plan	90%	10%
ODS Preferred Plan	95%	5%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan	95%	5%

b. **Part-Time Employees**

Effective January 1, 2012 each eligible Part-Time active enrolled employee’s monthly contribution for the purchase of a 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:

<b>Plan Name</b>	<b>County Contribution</b>	<b>Part-Time Employee Contribution</b>
ODS Performance Plan	45%	55%
ODS Preferred Plan		
Single	60%	40%
Two-Party	56%	44%
Family	54%	46%
ODS Major Medical Plan (no vision)	100%	0%
Kaiser Medical Plan		
Single	70%	30%
Two-Party	64%	36%
Family	63%	37%

Kaiser Maintenance Medical Plan	90%	10%
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County contribution rates include \$50 monthly premium subsidy to Part-Time employees who enroll in either the Kaiser HMO Plan or the ODS Preferred PPO Plan, regardless of tier.

3. **Dental Insurance Contributions:**

a. Effective January 1, 2012, each eligible Full-Time active enrolled employee's monthly contribution for dental benefit plan coverage will be calculated as a percentage of the monthly premium by tier as follows:

Plan Name	County Contribution	Full-Time Employee Contribution
ODS Dental Plan	95%	5%
Kaiser Dental Plan	95%	5%

b. Part-time employees may receive dental benefits upon payment of fifty percent (50%) of the total monthly dental plan premium by tier.

Plan Name	County Contribution	Part-Time Employee Contribution
ODS Dental Plan	50%	50%
Kaiser Dental Plan	50%	50%

B. **Mandated Changes and Carrier Changes in Plan Designs During the Term of Agreement.**

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations or required by the insurance carriers. Unilateral changes in benefits initiated solely by the insurance carriers are subject only to impact negotiations with the Federation pursuant to PECBA.

C. **Premium Calculations.** For Kaiser Plans, the premium charges shall be the amount charged by Kaiser to the County. For the ODS plans, the premium charges shall be calculated, using sound actuarial principles, and include projected claim costs based on plan experience as required by state regulations, IBNR expenses, Oregon Medical Insurance Pool assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan administration costs, and an appropriate trend factor selected to limit County contributions and employee cost shares while providing adequate funding for plan operations.

If a government agency or other taxing authority imposes or increases a tax or other charge upon the County's Medical and/or Dental benefit plan(s) or any activity of the plan(s), the County may increase the appropriate premium(s) to include the new or increased tax or charge.

D. **Employee Contribution.** Employee's contributions will be made through payroll deductions. Enrollment in a County sponsored medical benefit plan and associated employee contribution is mandatory for employees who do not "Opt Out" of medical benefit plan coverage.

E. **Major Medical Plan Rebates.** Full-Time employees who elect coverage under the Major Medical Plan will be paid \$50 (gross) per month.

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

a. Employees may elect to Opt Out of coverage in the County's medical benefit plan by making that election on their Benefit Enrollment form. Employees making such election must provide proof of other group medical benefit plan coverage in order to make the Opt Out election. Employees will not be eligible to change their 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 or qualifies for Special Enrollment under HIPPA.

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

Full-Time employees who Opt Out medical benefit plan coverage will receive a reimbursement paid by the County of two-hundred and fifty dollars (\$250) (gross) per month into the employee's individual VEBA account.

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

Part-Time employees who Opt Out of medical benefit plan coverage will receive a reimbursement paid by the County of one-hundred-twenty-five dollars (\$125) (gross) per month into the employee's individual VEBA account.

d. 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 or qualifies for Special Enrollment under HIPPA.

G. **Successor Plans and Carriers.**

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.

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 such plan will not be reduced.

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

a. **Reimbursement Eligibility**

Part-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.

b. **Hours Required for Reimbursement**

1. 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.

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

3. Hours required for Full-Time reimbursements per pay period will be calculated according to the chart below.

<b>Per Pay Period</b>	
<b>Total Regular Hours</b>	<b>Minimum Qualifying Hours</b>
<b>Full-Time</b>	<b>Full-Time Reimbursements (Rounded to the closest 15 minute increment)</b>
72	57.5
80	64
88	70.5
96	76.75

c. **Reimbursement Options**

1. Part-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.

2. Employee who elect the Kaiser Maintenance Plan will not be eligible for medical plan premium reimbursements.

3. Employees who elect the Major Medical Plan will not be eligible for medical plan premium reimbursement.

4. Employees who elect to Opt-Out and/or decline dental plan enrollment will not be eligible for premium reimbursement.

5. 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 Full-Time work.

i. **Retirees**

Provisions governing retiree participation in County medical and dental plans are in Article 22, Section 2.

J. **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 will be enrolled by default in the County's Major Medical plan and ODS Dental plan, with employee only coverage. Eligible dependents of such employees may be enrolled in the default plans if the employee submits application requesting dependent enrollment within fifteen (15) days of date default enrollment notice is issued.

2. New Part-Time employees who fail to submit a timely application to Opt Out or enroll into the medical and dental benefits plans described in Section A above 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 submits application requesting dependent enrollment within fifteen (15) days of date default enrollment notice is issued.

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

1. **Spouses and domestic partners**

a. **Definitions**

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

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

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

(b) Has a close personal relationship.

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

(1) Are not legally married to anyone;

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

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

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

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

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

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

Employee may enroll spouse or domestic partner in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment 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 plans 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-three (23); or

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

3. 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

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

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

- the parent child is under age twenty-three (23) at the time of the grandchild's birth, and
- both parent child and grandchild reside with County employee.

Grandchild's eligibility for coverage ends upon the parent child's twenty-third (23<sup>rd</sup>) birthday or marriage date, whichever occurs first, unless the County employee has legal custody of the grandchild.

6. 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 child's twenty-sixth (26<sup>th</sup>) birth date to initiate eligibility review process.

b. **Enrollment of Dependent Children.**

Employee may enroll eligible children in County medical and dental benefit

plans upon completion of the County's applicable enrollment forms. 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.**

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

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

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

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

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. Dependent health plan coverage ends on last day of the calendar month in which the termination event occurs. Examples:

<b>Terminating Event</b>	<b>Coverage End Date</b>
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
Childs reaches maximum dependent ages	End of month that maximum age birth date occurs

M. **When Benefits Coverage Begins and Ends:**

1. **Coverage for new employees.**

a. **Medical and Dental Benefits.**

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

(1<sup>st</sup>) day of the month following thirty-one (31) days of employment.

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

a. **Retirees.**

1. **County-subsidized coverage**

Benefits options for retirees are provided for in Article 22, Section 2.

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. **County sponsored coverage.**

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

<b>Last day in Paid Status</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's last working day in paid status is July 15. Employee A's County sponsored health plan coverage will end July 31. Employee B's last working day in paid status is July 16. Employee B's County sponsored health plan coverage will end August 31. Employee B will have additional cost shares deducted from final paychecks to cover the cost shares for August coverage.

2. **Continuation of coverage through COBRA**

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

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

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

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

b. **FMLA/OFLA Leaves:**

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

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

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

c. **Non-FMLA 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 leave occurs:

<b>31<sup>st</sup> Day of Unpaid Non-FMLA 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 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 unpaid leave July 18. Unpaid Leave period exceeds thirty (30) days. Thirty-first (31<sup>st</sup>) day of leave is August 17. 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.**

(a) Employees returning from 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.

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

2. **Other Benefits:**

A. **Flexible Spending Accounts.**

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

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

B. **Life Insurance.** The County agrees to provide each employee covered by this Agreement with term life in the amount of thirty thousand dollars (\$30,000) and accidental death and dismemberment insurance in the amount of one hundred thousand (\$100,000). Any increases to the County provided coverage are subject to the terms of the insurance contract.

Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

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

D. **Disability Insurance.** Disability insurance benefits are provided for under Article 8 (Sick Leave), Section 6 of this Agreement.

3. **Retiree Life Insurance.** Retirees of Multnomah County who have at least ten (10) years of County service will be provided with two thousand dollars (\$2000) term life insurance coverage by the County during the period of the time they receive pension benefits.

## **ARTICLE 11 – COMPENSATION**

### **1. Wage Adjustments:**

#### **A. July 1, 2011**

Effective July 1, 2011, the rates and range of employees covered by this Agreement shall be increased by zero percent (0.0%). As such, the current pay rates and range (see the wage schedule attached to this Agreement as Addendum A—Wages and Addendum A, Table I--Wages) will remain in effect for this period. However, employees covered by the CBA will be eligible for step increases during this period in accordance with Article 11, Section 4.B (Step Increases).

#### **B. July 1, 2012**

Effective July 1, 2012, the rates and range of employees covered by this Agreement shall be increased by three and three/tenths percent (3.3%) (See Addendum A). All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

#### **C. July 1, 2013**

Effective July 1, 2013, the rates and range of employees covered by this Agreement shall be increased by an amount equal to the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2<sup>nd</sup> Half, July-December 2011 to July-December 2012), with a minimum increase of one percent (1.0%) and a maximum increase of four percent (4.0%). All other Articles and terms of the Agreement shall continue without interruption for the term thereof.

#### **D. HRA-VEBA**

The County shall contribute one percent (1.0%) of each employee's hourly rate (defined as 1.0% of base and overtime wages) toward each employee's individual HRA-VEBA account. The conversion of wages to benefits will reduce the employee's hourly wage by 1.0%. The conversion of 1% of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the 1% will vary based upon the number of hours worked and any increases in compensation to the base hourly wage, either as a step increase or subsequent COLA increase.

This HRA-VEBA contribution process will remain in place unless otherwise changed by the parties.

2. **Budget Shortfall Crisis:** Should the County's estimated fund resources in the executive budget which directly affect funding of Parole and Probation services suffer a reduction, and such reduction would result in loss of bargaining unit employees and County's ability to continue current level of services, either party may provide the other with written notice to meet and discuss possible alternative options that would save bargaining unit jobs and County level of services. Such meeting must occur within thirty (30) days of said declaration. Alternative resolutions which are in conflict with terms and conditions of this collective bargaining agreement shall be subject to mutual agreement of the County and the Federation. Parties agree that said discussions do not constitute interim negotiations as outlined under ORS 243.698.

3. **Pay Periods:** The salaries and wages of employees shall be paid semi-monthly. Pay dates under the semi-monthly system shall be the same as those for exempt county employees.

#### **4. Step Placement and Step Increase Dates:**

It is acknowledged by the parties that the County has historically given employees covered by this agreement a step increase in wages, effective on the employee's anniversary date of employment. Each employee shall be paid at one (1) of the steps in the range prescribed for his/her classification.

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.)

2. Normally new employees and rehires will be appointed at step one (1) at the beginning of the probationary period; the director may make an appointment to a higher step. An employee who is promoted shall be paid at the salary step in the new salary range not less than a one (1) step increase, or in the first step of the new range, whichever is greater. A new or promoted employee is eligible for consideration for advancement to the next step of his/her salary range on the day following twelve (12) months of service in his/her classification, and to subsequent steps at subsequent anniversary dates (24, 36, 48, 60, 72, AND 84 months) to the top step of the pay range.

3. The 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 step increase date for new employees and rehires will be adjusted to reflect any additional seniority credit, such as credit for temporary service in the classification, which they receive under the provisions of Article 13 – Seniority and Layoff.

B. **Step Increases:** An employee not at the maximum of his/her pay range shall receive a step increase upon the completion of one year of service at the current rate. Time in service is measured in accordance with Article 13. (Note that part-time work will count on a full-time basis.)

C. **Failure to Complete Probationary Period after Promotion:** When a regular employee is promoted outside the bargaining unit and does not complete the probationary period for that classification, he or she shall be reinstated to a position in the classification from which he or she was promoted. Reference to probationary period in this section applies to any bargaining unit or non-bargaining unit probationary period in Multnomah County. Employees who do not complete the promotional probationary period and return within the probationary period to their previous position shall treat such time in the higher class as seniority accrual in the lower class. The employee will be placed at the same step in the old range that he or she would have been on but for the promotion. The step increase date for wage increases will revert to the step increase date in effect prior to the promotion.

5. **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 his or her regularly scheduled working hours or on a scheduled day off, shall have a minimum of four (4) hours added to their time worked for purposes of determining overtime.

B. **Receiving Work Telephone Calls After Hours:** Employees receiving after hours work calls may respond. Any employee who is called after work hours to respond to an emergency call that requires the employee to make a custody decision, and where the employee is not required to report to a work site, shall have one (1) hour added to their total time worked for purposes of determining overtime in accordance with Section 6 below. Multiple calls less than twenty (20) minutes between the end of the 1<sup>st</sup> and beginning of the 2<sup>nd</sup> (or more) calls will be considered one (1) call. Prior management approval is required to conduct case management after work hours and while off duty. This type of call will be compensated minute for minute with a minimum of fifteen (15) minutes per call. Multiple calls less than twenty (20) minutes between the end of the 1<sup>st</sup> and the beginning of the 2<sup>nd</sup> (or more) will be considered one call. This provision does not apply to telephone calls regarding work scheduling and/or worksite directions which will be compensated minute for minute in accordance with Section 6 below.

6. **Overtime:**

A. Employees covered by this Agreement will be compensated for overtime based on hours worked in excess of a tour of duty as provided under Section 7(K) of the Fair Labor Standards Act (FLSA). A tour of duty for purposes of this provision shall consist of eighty-four (84) hours worked in a fourteen (14) consecutive-day work period, or such other tour of duty as may be established by the County within the options provided under Section 7(K). The time worked over eighty (80) but less than eighty-four (84) hours in an employee's tour of duty

shall be taken hour for hour as flex-time off to be scheduled by mutual agreement between the employee and supervisor during the tour of duty. Flex-time not taken during the tour of duty will be paid for at straight time as of the applicable pay date. Overtime for time worked in excess of an employee's tour of duty will be calculated at the rate of time and one-half and will be taken or paid for as determined under section B.

B. Except in emergency situations, all work performed in excess of the specified tour of duty must be authorized in advance by the supervisor. Emergency overtime work must be reported to the supervisor within two (2) of the employee's work days of its occurrence. An employee who works overtime in excess of his/her tour of duty shall be granted compensatory time off in lieu of overtime pay, at the employee's option and with supervisory approval. Compensatory time shall be taken as scheduling permits and with the approval of the supervisor. Nothing in this article will be construed to modify the basic workweek schedule, an employee's obligation to account for his/her time, or the role of the supervisor in approving work outside an employee's basic daily or weekly work schedule.

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

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

7. **Temporary Work in a Higher Classification:**

A. **Work Out of Class**

1. **Definition:** An employee works out of class when he or she is assigned in writing by a supervisor 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 Personnel Rules governing promotions to non-bargaining unit positions. Note that if the employee's pay range and the higher range overlap, the policy generally provides for an increase of approximately five percent (5%).

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

a. When an employee works in a higher classification during all hours worked in an FLSA work period or longer period of time, the employee will be paid the out of class rate for all hours in pay status on days in which he or she was on leave for less than half a shift.

b. An employee using leave while working out of class will be paid at his or her regular rate of pay for all hours in pay status on days in which he or she worked half or less of his or her scheduled hours.

B. **Temporary Appointments:** When management anticipates that an employee will be performing the principal duties of a higher classification for a period of more than thirty (30) days, the employee may be given a temporary appointment to a position in the higher classification.

1. **Appointment to a higher classification:** Written verification of the temporary appointment will be placed in the employee's personnel file, and the employee will be notified of the appointment in writing. The following provisions will apply:

a. The employee's salary will be set according to the Personnel Rules governing promotions to non-bargaining unit positions;

b. If the position is FLSA exempt, the employee is not eligible to receive overtime pay, shift differential, or other forms of pay not available to permanent employees in the higher classification;

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

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

e. The employee has the right to return to his or her bargaining unit position at the end of the appointment without loss of seniority; and

f. The employee will pay Federation dues or such alternatives as are provided by Article 3 – Federation Security, and will continue to be represented by the Federation in accordance with Article 2 – Recognition.

8. **Trainer Premium:** A differential of three percent (3%) over base rate will be paid to employees designated by management as Field Training Officer, Continuum of Force Trainer or other trainer designation. The differential will be paid once even if an officer trains in more than one area. Management reserves the right to designate trainers, determine qualifications, and remove the designation with ten (10) days notice.

9. **Involuntary On-Call / Pager Pay:** Employees shall receive one (1) hour of pay or compensatory time off subject to Section 6 B at the regular straight time rate for each eight (8) hours of assigned on-call or pager duty. Employees who are assigned on-call or pager duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments.

An employee shall be assigned on-call or pager duty when specifically required to be available for work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

No employee is eligible for premium pay compensation while on-call or pager duty except as expressly stated in this article. On-call or pager duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on-call or pager duty once he/she actually commences performing assigned duties and receives appropriate rate of pay for time worked.

10. **Deferred Compensation Plan:** Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee.

11. **Overpayments and Payments in Violation of Contract:** Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor as soon as the overpayment is known. The County will make every effort to recover such over payments, by payroll deduction over a reasonable period of time as determined by the Labor Relations Manager. 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.

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 and eighty (180) days preceding the date of discovery of the error.

12. **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 279.340 as provided by ORS 279.342 (5)(b). Copies of the above cited statutes are available upon employee request to the Labor Relations Section.

13. **Bilingual Pay:** A differential of four percent (4%) over base rate will be paid to employees who have been directed by the County to translate to and from English to another language (including the use of sign language). The proficiency level for interpretation and translation skills will be assigned by management.

14. **Auto Allowance:**

A. **Payment:** Payment for mileage under this Agreement 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 Federation are notified in writing ten (10) days in advance of the change.

2. **Payment:** An employee who is required to use his or her personal automobile as a condition of employment shall be paid at the IRS rate and shall also receive a base reimbursement of fifty dollars (\$50.00) per month, twenty-five dollars (\$25.00) per month for part-time employees. To qualify for this reimbursement employees must be assigned to work in the field and to use his or her 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 his or her home than his or her permanent place of reporting, the employee shall be paid for the use of his or her 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 Federation. 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 his or her permanent place of reporting and is required to use his or her 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.

E. **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.

F. **Bus Pass:**

1. **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 July 2004, each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

2. **Scope of Subsidy:** The County will provide a one hundred percent (100%) subsidy for employee bus passes. However, the County may require that the employee pay a percentage if the County's subsidy exceeds the IRS standard for a de minimis employee benefit. It will be the employee's responsibility to obtain the necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met all zone pass.

3. **Procedural Requirements:** The procedural requirements for obtaining the pass 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.

## **ARTICLE 12 – WORKERS COMPENSATION**

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

2. **Seniority:**

A. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's HCP, the State Workers' Compensation Department or Board certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied.

B. If an employee is transferred to another classification because of a compensable injury, such transfer must be agreed to, in writing, by the affected employee, FOPPO, and the County.

C. If an injured employee has been released by his or her attending HCP to return to the job at injury, he or she will be reinstated to that position if eligible under the provisions of ORS 659A.043, or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

3. **Probationary Employees:** If an employee sustains an injury during his or her probationary period, the employee's probation may be extended by written agreement of the Federation, the employee, and the County.

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

A. Supplemental benefits shall only be payable for those days an employee is receiving time loss benefits pursuant to Oregon workers' compensation law. Supplemental benefits shall be paid for no more than three hundred and twenty (320) hours of the employee's regular working hours or for a period equal to the amount of accrued sick leave hours at the time of injury, whichever is greater. Such payments shall not be chargeable to accrued sick leave.

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

C. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked subject to the provisions of Article 8-Sick Leave, Section 5.C (Sequencing of Leaves) if such days would have been work days.

5. **Denied Claims:**

A. If a Workers' Compensation claim is denied, the employee's absence from work due to illness or injury shall, to the extent not compensated as Workers' Compensation time loss, be subject to the provisions of Article 8 Sick Leave.

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

C. If an employee's Workers' Compensation claim is under appeal, and he or she is no longer entitled to medical/dental coverage under Article 10, Health and Welfare, he or she will be entitled to continued coverage under federal COBRA law. The duration of such coverage will be for the duration permitted by law, 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 the next section.

6. **Benefits:**

A. The County shall continue to provide medical and dental benefits for an employee with a compensable claim and his or her dependent(s) from the first (1<sup>st</sup>) day of occupational disability, subject to the limitations of Article 10, 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.

### **ARTICLE 13 - SENIORITY AND LAYOFF**

1. **Definitions:**

A. **Layoff:** A reduction in force for reasons of lack of funds, lack of work, efficiency or reorganization. Reductions in force are identified by position within the classification(s) represented in this agreement.

B. **Bumping:** The displacement of the least senior regular employee by another regular employee with more seniority within the classification of Parole and Probation Officer.

C. **Classification Previously Held:** A classification or its equivalent in which the employee gained regular status and for which he or she continues to qualify.

2. **Seniority:** Seniority within classification for time served prior to July 1, 2004, shall be in accordance with the list given to the Federation by the County during negotiations. Seniority for time served subsequent to July 1, 2004, shall be in accordance with the following rules.

A. **Determined as Follows:**

1. Total length of continuous service within the job classification of adult Parole and Probation Officer. If a tie occurs, then
2. The total length of continuous service with the County. If a tie occurs, then
3. Filing date of the application, if available, for the classification; if a tie occurs or if the filing dates of the applications are not available, then
4. It shall be broken by lot in a manner determined by Central Labor Relations.

B. **Computation of Seniority:**

1. Part-time work within the classification will count on a full time basis.
2. Time on authorized leave with pay shall be counted.
3. Time spent on a leave of absence without pay that exceeds thirty (30) days will not



4. Time spent on layoff will not be counted.

5. Service is broken for purposes of this Article by discharge, voluntary quit, or successfully completing either the transfer trial service period or promotional probation to another classification position outside the bargaining unit, unless such transfer was by reason of layoff and the employee remains on the layoff list, or pursuant to "Section 7" of this Article.

6. Temporary time before permanent appointment to the Parole and Probation Officer classification that is continuous and contiguous will count.

7. Employees who are returned to their previously held position as a Parole and Probation Officer because of failure to complete either a transfer trial service period or promotional probationary period will suffer no loss in seniority.

3. **Layoff:**

A. **Reassignment of Regular Employees During a Layoff:** Layoffs will be identified by position, location and unit within the affected department. Parole and Probation Officers holding positions that are to be discontinued will be subject to the following in order of seniority (except as limited by Article 13.3.E.):

1. Reassignment to a vacancy or to a position occupied by the least senior employee(s) affected by bumping or layoff, in the same classification, or, if the employee does not have enough seniority after all vacancies and positions occupied by least senior employee(s) affected by bumping or layoff are filled, then

2. Reassignment to a position in a classification previously held at the employee's current level or demotion to a position in a classification previously held, then

3. Change in status between full-time and part-time, then

4. Layoff.

B. **Non-Regular Employees During a Layoff:**

1. Within the affected classification of adult Parole and Probation Officer, temporary, non-regular probationary, and other employees who do not have classified status and who are occupying budgeted positions will be terminated before employees with classified status are affected by layoff. Employees without status who are terminated will not be placed on recall lists and do not have bumping rights.

2. An employee who has not completed a probationary period following promotion to a classified position and is affected by layoff shall be returned to the position previously held.

3. Probationary employees terminated or demoted in accordance with "Subsection 1" and "Subsection 2" of this Article will be placed on reinstatement lists for one (1) year from the date of their termination or demotion. At management's option, they may be reinstated to their former classification if there are no regular employees who are on a recall list for that classification. Probationary employees who are reinstated will be treated as if they have been on a leave of absence from the classification for purposes of computing seniority and length of probationary period.

4. Employees will not be placed in a classification with a higher maximum salary except by normal promotion procedures.

C. **Freezing of Vacancies.** To ensure that data about vacancies and employee work assignments are reliable and that bumping options are accurate, the Department shall freeze all personnel transactions as determined appropriate beginning four (4) weeks prior to the date a layoff is implemented and ending the day immediately following the effective date of the layoff.

D. **Layoff Processing for Employees on a Leave of Absence Without Pay**

1. **Employee notification:** Employees who are on a leave of absence without pay which is scheduled to continue after the layoff effective date and whose classifications are expected by the County to be affected by an upcoming layoff process will be notified in writing and given an option to return from leave.

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

3. **Return from family medical leave without pay:** After a layoff process affecting the employee's classification has occurred, employees who are on Family Medical Leave without pay immediately prior to returning to work will return to the position formerly held, and the employee occupying that position will be reassigned according to seniority pursuant to this article.

4. **Return from other leave without pay:** After a layoff process affecting the employee's classification has occurred, employees not on Family Medical Leave without pay immediately prior to returning to work will be reassigned according to seniority pursuant to this Article.

5. **Recalculation of seniority after leave of absence without pay:** All employees on leave of absence without pay that exceeds thirty (30) days will have their seniority recalculated upon their return from leave so that none of the time on the leave of absence without pay counts toward seniority per "Section 2.B.4" of this Article.

E. **The Bumping Process:**

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

2. Reassignment of employees to vacant positions and reassignment (bumping in) to positions occupied by the least senior employee(s), if available, shall be chosen by the employee whose position is eliminated, in order of seniority.

3. If bumping is necessary, the least senior employee in the affected classification in the department will be bumped.

4. If demotion is necessary, employees will be demoted to the classification previously held that results in the least reduction in pay; if the reduction in pay is equal, employees will be demoted to the position that affords the greatest seniority.

5. Full time employees will be reassigned only to full time positions and part time employees will be reassigned only to part time positions, unless reassignment to the other status is the only available option other than layoff. If an employee bumps into a position that has an existing job share agreement, the employee must agree to the terms of the job share agreement.

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

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

8. Employees may not be reassigned to positions under this article unless qualified to perform the duties of that position. Employees may be denied rights otherwise available under these provisions only if they lack knowledge, skills or abilities required for the position that are not easily learned on the job within ninety (90) days.

4. **Notice and Recall List:**

A. Employees who are subject to reassignment, demotion, 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 Federation will be provided a copy of the notice.

B. Employees who are laid off, demoted, or reassigned to a lateral classification and/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 demoted and reassigned from full-time to part-time will be placed on the recall lists for full-time appointment in the current classification, for part-time appointment in the higher classification, and for full-time appointment in the higher classification):

1. Employees who are laid off will be placed on the recall list for the classification held by the employee at the beginning of the layoff process.

2. Employees who are demoted will be placed on the recall list for all the classifications held by the employee at the beginning of the layoff process to, but not including, the classification the employee demoted to.

3. Employees who are reassigned to a lateral classification or to a classification previously held will be placed on the recall list for the classification held by the employee at the beginning of the layoff process.

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

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

C. Employees who are reassigned to positions in the same classification, resign, or elect to retire will not be placed on recall lists.

D. 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.

E. Employees who are laid off and are on recall list(s) and return to permanent 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.

5. **Recall:** Employees on a recall list will be certified in order of seniority, before applicants who qualify through examination. Employees on a recall list shall be offered appointment to vacancies, in order of seniority.

6. **Seniority Application:** 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. For purposes of vacation bidding, the employee's original date of hire with the County pursuant to "Section 2.B" of this Article, shall be used to determine vacation selection in accordance with Article 7, Vacation Leave, "Section 3". Seniority determinations shall have no application to retirement matters. The County agrees to make available to the Federation upon request copies of any personnel list the County maintains regarding seniority or classification changes.

7. **Posting Process:**

A. **Seniority List Posting:** Lists showing seniority within the County and seniority within classification shall be provided to the Federation and posted on all Federation bulletin boards on or about March 1 of each year or anytime an employee or employees are notified that their position(s) is being eliminated.

B. **Seniority List Appeal Process:** Employees who have concerns about the calculation of their seniority shall notify Central Human Resources with a copy to the Federation. If an employee's concerns remain unresolved, the Federation may file a formal written grievance at Step 3 of the grievance procedure within thirty (30) days of his or her initial consultation with Central Human Resources. If no grievance is filed within that time, the seniority calculation is deemed correct. A grievance may be filed only with respect to seniority accrued since July 1, 2004.

8. **Seniority of and Bumping by Non-Bargaining Unit Employees and Other Bargaining Units:**

A. The only non-bargaining unit employees, confidential employees or members of other bargaining units, who may bump into the bargaining unit are those who are in the Classified service, are currently employed within the Department of Community Justice without a break in service, and who have previously been a "regular employee" of the Bargaining Unit. For purposes of this section, the "Bargaining Unit" includes "regular employees" of prior Multnomah County Parole and Probation bargaining units, including AFSCME Local 88 and FOPPO.

B. Only time served in the bargaining unit shall apply for bumping purposes. Seniority will be calculated using continuous bargaining unit seniority only.

C. An employee with prior bargaining unit status who has been out of the bargaining unit for more than three (3) years may not bump an existing bargaining member into layoff status. A prior member with over three (3) years out of the unit may, upon satisfying Subsection A and B above, only fill a vacant position. Employees returning to the bargaining unit within three (3) years will be treated as if they have been on a leave of absence without pay for the purpose of computing seniority.

9. **Special Provisions to Save Employees From Layoff:** It is recognized by the parties that employees who are to be laid off or involuntarily demoted because of their seniority within a classification within a department face difficult circumstances in being placed in alternative employment within the County. Any such employee who is placed in a classification not previously held shall be subject to a trial service period of ninety (90) days to demonstrate his or her ability to perform or fulfill the requirements of the new classification. Employees who, in the opinion of the County, are unsuccessful during this ninety (90) day trial service period will be removed from their new classification and placed on the appropriate recall list.

Such employees shall continue to be eligible for placement under the provisions of this section as long as management is exploring alternative employment opportunities for affected employees.

**ARTICLE 14 - HOURS OF WORK**

1. **Scheduling:** The parties agree that employees in the bargaining unit may work irregular hours in the performance of their duties. The official workweek for scheduling purposes shall consist of a seven (7)-day period, beginning at 12:01 a.m. each Saturday. The normal workweek for Full-Time employees is forty (40) hours, falling within the seven (7)-day period.

Generally, 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.

Consistent with the best interest of providing adequate and effective service and operating requirements, as determined by the County:

A. Each Parole and Probation Officer, upon request and approval of their supervisors, shall establish a work schedule that is responsive to the demands of their job. All hours worked shall be at the flat rate, on an hour for hour basis, regardless of the starting time, day worked, or length of the work day, except as indicated in "Article 11, Section 5." Split work weeks, varied starting and ending time for shifts, and split shifts shall be permitted.

B. Variations of each employee's established work schedule shall be approved by the supervisor.

2. **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' written notice to affected employees, and with less notice in the following circumstances:

A. Such notice is voluntarily waived in writing by the employee(s)

B. For the duration of an emergency as determined by either the Board of County Commissioners (BCC) or the Department.

3. **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 his or her supervisor or manager not to report to work, will be paid at his or her regular rate for the hours he or she was scheduled to work.

4. **Changing Scheduled Days of Work and Days Off:**

A. **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.

B. **Involuntary Changes:** Changes of work days and days off will be considered involuntary if they occur at the discretion or direction of management. Management will make every reasonable attempt to ensure that employees are able to work sufficient hours in the pay period in which the change occurs so that employees receive a regular paycheck.

5. **Scheduling the Work Day:**

A. **Normal Work Day:**

1. **Employees working forty (40) hours a week:**

a. Employees working forty (40) hours per week on a schedule agreed upon between the employee and supervisor as provided in Section 1.A above shall receive breaks and meal periods described in this section. Employees on a continuous duty schedule per "Section C.3" below shall work consecutive hours per day including the meal period.

2. **Employees working less than forty (40) hours a week:** Employees working less than forty 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 (6) 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 (6) 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 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 more than six (6) 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 his or her 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 1" above.

b. **Scheduling:** The meal period for employees working eight (8) or more hours will be scheduled in the middle of the work day whenever practicable. 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 1" 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 Federation and the Labor Relations Manager. Meal periods for such employees will be on paid time. The scheduling of meal periods and breaks for continuous duty 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.

Employees who are designated as Officer of the Day may be deemed to be on a continuous duty schedule for that day. If the Officer of the Day is unable to schedule a duty-free lunch period, they may, with supervisory approval, flex that time within the tour of duty period. This is not subject to the notice requirements addressed above.

D. **Clean-Up Time:** Employees, upon leaving work, shall be granted not more than a fifteen (15) minute personal clean-up time prior to the end of each shift. The County shall provide the required facilities for the employee's clean-up time. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time".

E. **Job Sharing:** Employees may request to job share a position. Approval of job sharing is at the discretion of management. Each employee in the job share position must sign a job share agreement outlining the terms of the job share and be on a regular schedule of forty (40) hours during each two (2) week period.

6. **Uniform Time Charging Provisions:**

A. **Rounding Rule:** Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter (1/4) of an hour in accordance with the following rules: 0 - 7 minutes rounds to 0 hours. 8 - 15 minutes rounds to a quarter (1/4) hour.

B. **Applications:**

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

2. **Working over:** An employee who works over less than eight (8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes or more over and contiguous to their regularly scheduled work day shall be compensated in one quarter (1/4) of an hour increments at the appropriate rate of pay in accordance with Article 11.

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

4. **Work day:** The above provisions shall not be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

**ARTICLE 15 - DISCIPLINE AND DISCHARGE**

1. **General Principles:** Disciplinary action will only be imposed for just cause. Progressive disciplinary action shall be employed, provided that the severity of the offenses may warrant the imposition of disciplinary action at any stage of progressive discipline, including termination. Disciplinary action shall be subject to the grievance process, except as noted below, upon the filing of a written grievance at Step 1 within ten (10) days of such action.

2. **Corrective Action:** Coaching and counseling are used for behavior or performance modification, are not considered disciplinary in nature and are not subject to the grievance procedure.

3. **Disciplinary Action:** Disciplinary action shall include only the following:

A. **Oral Reprimands:** An oral reprimand which is intended to serve as a warning that if behavior or performance is not modified more severe discipline may result, and the employee is so notified, shall be considered disciplinary in nature, may be the basis for further disciplinary action and may be subject to the grievance procedure at Step 1 only.

B. **Written Reprimands:** A written reprimand shall be made a part of an employee's personnel file for all purposes. No written reprimands will be placed into the employee's personnel file unless the employee has signed the document acknowledging receipt. If an employee refuses to sign and acknowledge receipt of the document, the supervisor shall note that on the document prior to submitting it to the employee's personnel file. In this case, a notice shall also be sent to the Federation.

Written reprimands are subject to the grievance procedure up to Step 2. In the absence of filing a grievance, employees may attach written responses to written reprimands by submitting such response within five (5) days.

C. **Suspension Without Pay:** Suspension is a commonly used form of discipline when oral and written warnings have not achieved the desired results; however, it may be used sooner, when, in the Employer's judgment, the employee's misconduct is of such severity progressive discipline is not warranted. Suspension without pay shall not exceed fifteen (15) days unless the result of a grievance settlement, an agreement with the Federation, or an arbitrator's award.

D. **Demotion/Reduction in Pay:** Demotion to a lower classification, or a reduction in pay, at the Employer's option, may be used as a form of discipline when other corrective measures have been used and/or the County believes the severity of the issue is such that progressive discipline is not warranted or does not warrant discharge. Demotion to a lower classification and reduction in pay are optional forms of discipline to be imposed primarily in performance related disciplinary action.

E. **Dismissal:** The parties jointly recognize that the professional truthfulness, honesty, and integrity of Parole and Probation Officers are essential to effective performance. Consequently, the County may dismiss Parole and Probation Officers, for just cause which includes but is not limited to, in general, misconduct, inefficiency, incompetence, insubordination, or failing to fulfill responsibilities as an employee, and specifically, for stealing, untruthfulness in the line of duty, willful falsification of forms or other official documents, willful omission of material fact, personal possession or use of an illegal controlled substance, and legal convictions which would interfere with an employee's ability to perform as a Probation and Parole Officer

4. **Disciplinary Notice:** When the department determines that disciplinary action is appropriate, the employee shall be given written notice thereof with a copy to the Federation. The notice shall include:

- A. A statement of conduct in question, inadequate performance or other cause for discipline, and
- B. A statement of the disciplinary action to be taken.

5. **Pre-Discipline Notice:** When the department believes just cause for suspension, demotion or dismissal exists, the department shall give the affected employee and the Federation written notice containing:

- A. A statement of alleged improper conduct, inadequate performance, or other cause for discipline; and
- B. A statement that suspension, demotion or dismissal is being considered as a possible sanction to the stated alleged improper conduct, inadequate performance, or other cause; and
- C. A statement of the time [a minimum of five (5) scheduled workdays] within which the employee may choose to respond to the statement of cause and the statement of discipline under consideration.

6. **Administration of Discipline:** Discipline shall be administered in a manner which will not unduly embarrass the employee, consistent with the circumstances involved.

7. **Personnel Records and Information:** An employee or his or her representative, with the written consent of the employee, may inspect that employee's personnel file, or any other file maintained by the County. Upon written request, an employee or his or her authorized representative will be given a copy of all materials in the employee's personnel file.

8. **Removal of File Materials:** Employees may request and have removed from his or her personnel file any letter of reprimand which is more than two (2) years old. Oral reprimands will not be memorialized in writing and will not be placed into an employee's file. A single letter of discipline more severe than a letter of reprimand which is more than five (5) years old will be removed from an employee's personnel file upon his or her request. If there is more than one (1) letter imposing discipline which is more severe than a letter of reprimand, none of the letter may be removed until the most recent letter is more than five (5) years old. At that time, it and all previous discipline letters will be removed from the employees file upon request.

9. **Investigatory Procedures:**

When an employee is under investigation by the County and subjected to an interview concerning an act which, if proven, could reasonably lead to a loss of pay or dismissal, the employee shall be afforded the following safeguards:

A. The employee and the Federation will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.

B. Any interview of an employee shall occur when the employee is on duty, unless the County reasonably believes that the seriousness of the investigation dictates otherwise. If such interview does occur during the employee's off-duty time, the employee shall be compensated for such off-duty time in accordance with the provisions of this Agreement.



C. All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

D. Unless release of such information would otherwise compromise the investigation, the employee under investigation shall be informed, in writing, at least forty-eight (48) hours prior to the commencement of the interview that he/she has a right to have Federation representation during the interview, the names of the interviewer and all other persons to be present during the interview, and the specific allegations which form the basis for the investigation and provided information necessary to reasonably apprise him/her of the facts upon which the allegations are based. If the employee opts for Federation representation, the Federation representative shall not be a subject of the same investigation as the employee being interviewed.

E. The employee's right to have a Federation representative present at the interview shall not unreasonably delay the conducting of the interview.

F. Interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident or incidents which are the subject of the investigation. Nothing in this section shall prohibit the County from questioning the employee about information which is developed in the course of the interview.

G. No promise or reward shall be made as an inducement to answering any question. The employee may not be subject to intimidation or abusive language in the course of the interview.

H. The interview session shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The employee shall be entitled to such reasonable intermissions as may be required for personal necessities.

I. The County may record, either by tape or digitally, the interview. A copy of the complete interview shall be furnished by the County to the employee and/or the Federation upon request. If the County elects to have a stenographic record made of the interview, a copy will be provided to the employee and/or the Federation upon request. The County's recording shall be considered the official record of the interview. The Federation may also record the interview. \_

J. Nothing in this section shall preclude the County from ordering an employee to cooperate with other agencies involved in criminal investigations. If the employee fails to comply with such directive, he/she may be subject to discipline.

K. Investigations shall be completed without unreasonable delay, in view of circumstances confronted in the investigation.

## **ARTICLE 16 - SETTLEMENT OF DISPUTES**

1. **Scope of Grievance Procedure:** A grievance shall be defined as, a dispute in the meaning, application or interpretation of this Agreement and shall be settled in the following manner.

Once a grievance, as defined herein, is filed under Section 2A of this Article, the Federation shall have exclusive jurisdiction with respect to the processing of such grievance. A decision in good faith by the Federation not to proceed to the next step in the grievance procedure or to arbitration shall be final and binding on all parties, including the grievant. If the County files a grievance, it shall be filed in accordance with the County grievance procedure outlined in Section 4 of this Article.

Employees shall be assured freedom from reprisal for use of the grievance procedure.

A chief steward will be assigned by the Federation. The chief steward will assign stewards to specific work areas. A steward may not process a grievance in any other work area than the one to which he or she is assigned unless approved to do so by the Federation chief steward. The names of the stewards and other Federation representatives who may represent employees will be provided in writing to the County by the Federation.

Employees meeting with stewards to process a grievance and stewards conducting investigatory interviews will be permitted to do so without loss of pay during working hours. All efforts will be made to avoid disruptions and interruptions of work.

2. **Grievance Procedure:** Should an employee believe that his/her rights under a specific provision of this Agreement have been violated, the matter shall be reported by the employee to his/her supervisor, within ten (10) working days of the date the employee knew or reasonably should have known of the occurrence giving rise to the grievance. If the grievance is against the employee's direct supervisor, the employee may elect to file the grievance with the District Manager. The parties will attempt to resolve complaints informally prior to filing a formal grievance.

A. **Step 1.** If not resolved informally on this basis between the employee and supervisor, the employee, together with his/her Federation representative, shall within ten (10) working days of the date of the informal meeting, submit the matter, in writing, to the employee's immediate supervisor and to the Personnel Division. The written grievance shall include:

1. The name and position of the employee.
2. The date of the circumstances giving rise to the grievance.
3. A clear and concise statement of the grievance including the relevant facts necessary to reach a full and objective understanding of the employee's position.
4. The specific provision or provisions of this Agreement alleged to have been violated.
5. The remedy or relief sought by the employee.
6. Name of the employee or the FOPPO representative submitting the grievance.

Within ten (10) working days after receipt of such report, the immediate supervisor shall attempt to resolve the matter and submit his/her answer in writing, to the employee and his/her Federation representative.

B. **Step 2.** If the grievance has not been settled, it may be presented in writing by the Federation representative to the department head within ten (10) working days after the supervisor's response is due. The department head or his/her designee shall respond to the Federation representative in writing within ten (10) working days.

C. **Step 3.** If the grievance has not been settled, it may be presented in writing by the Federation representative to Labor Relations within ten (10) working days from the date of such response.

D. **Step 4.** If the grievance still remains unresolved, the Federation may submit the matter in writing to binding arbitration but must do so within ten (10) working days following receipt of Labor Relations' response.

3. **Arbitration:** Within ten (10) working days after notice has been given, the Federation shall request the State Employment Relations Board to provide a panel of nine (9) Oregon/Washington arbitrators. A flip of the coin shall determine which party shall strike first. The parties shall each alternately strike two (2) names. The remaining name on the list shall be the arbitrator. The power of the arbitrator shall be limited to interpreting this Agreement and determining if the specific alleged violation occurred and to resolve the grievance within the terms of this Agreement.

The decision of the arbitrator shall be binding on both parties; however, s/he shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. The arbitrator's decision shall be within the scope and terms of the agreement and in writing. Any decision of the arbitrator may provide retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed, and it shall state the effective date of the award.

The arbitrator's fee and expenses shall be paid by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as, in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

If the arbitrator is faced with a question of arbitrability at the arbitration hearing, then the arbitrator shall be obligated to first hear arguments and evidence and decide that question. If the arbitrator affirmatively decides

the question of arbitrability in favor of arbitration, then the arbitrator may hear arguments and evidence on the merits of the grievance. If requested by either the Federation or the County, the hearings for a question of arbitrability shall be held separately from any hearing on the merits of the grievance. The decision(s) of the arbitrator shall be binding on both parties to this Agreement.

Upon mutual agreement, in writing by the Federation and the County at the conclusion of the evidentiary portion of the arbitration, the parties may agree to oral closing arguments in lieu of written closing briefs.

If the parties mutually agree to oral closing arguments, the parties may also mutually agree in writing to have the arbitrator issue an oral bench decision. The oral bench decision shall be recorded and transcribed by the parties as the formal record of the arbitration. The arbitrator shall issue the oral bench decision within two (2) hours of the conclusion of the arbitration hearing unless extended by mutual agreement of the parties.

**4. County Grievances:** When the County has a grievance, it shall be deemed the moving party and shall present its grievance in writing to the Federation. The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within fifteen (15) working days of the notification to the Federation, then the County may request arbitration under Section 3 of this Article by written notice to the Federation. A County grievance may be terminated at any time upon receipt of a signed statement from the County that the matter has been resolved.

**5. Time limits:** Failure on the part of the respondent to reply in accordance with the time limits specified in this Article shall allow the moving party, if it so chooses, to move the grievance to the next step of the grievance procedure. Failure on the part of the moving party to process grievances within the time limits at any step in accordance with the provisions of this Article shall constitute a waiver of the grievance. The time limits and procedures specified in this Article may be extended or waived by written mutual agreement of the parties. An employee or Federation grievance may be terminated at any time upon receipt of a signed statement from the Federation that the matter has been resolved.

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

## **ARTICLE 17 - WORKLOAD / TRAINING / PERFORMANCE EVALUATION**

**1. Workloads and Standards:** It is the County's right to establish the workload for employees. In addressing the assigned workload, the employee's supervisor may establish reasonable job performance standards. Such standards shall be posted, or individually stated, to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards, in advance of the work period in question.

**2. Employee Development and Training:** Any time an employee is specifically required by management to participate in any development and training it shall be considered time worked for pay purposes, and all tuition, texts, training materials, and other expenses incident to such employee's participation shall be assumed by the county. The County may subsidize an employee's participation in non-mandatory training or education based on relevance to the employee's job. The subsidy may be made in the form of a partial or total reimbursement for expenses and/or time off with pay for part or all of the time required to attend.

**3. Performance Evaluation:** The County may implement and maintain a performance evaluation process involving members of the bargaining unit. Employees shall have the right to attach a response to any evaluations prior to being placed in their personnel files. No evaluations will be placed in an employee's personnel file unless that employee has reviewed and signed the evaluation acknowledging the receipt of a copy of the evaluation. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing. All performance evaluations shall be signed by the employee's supervisor, who shall bear ultimate responsibility for the content of the evaluation.

## ARTICLE 18 - GENERAL PROVISIONS

### 1. 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, source of income or family 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 Federation 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 Federation's influence or control, including but not limited to the behavior of shop stewards and the contents of Federation bulletin boards.

B. Legally Prohibited Discrimination and County Complaint Procedure The County will maintain a complaint procedure for allegations of discrimination in violation of law.

### 2. No Prejudicial Harassment

A. Prejudicial Acts Prohibited: The County and the Federation shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, or expressed that are offensive to persons with disabilities, or are based on race, religious preferences, sexual orientation, gender identity, national origin, familial status or source of income.

B. Sexual Harassment Prohibited: No employee(s) shall be subjected to un-welcomed 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).

3. Federation Member Rights: The County agrees not to interfere with the rights of employees to become members of the Federation, and there shall be no discrimination, interference, restraint, or coercion by the County, or any County representative, against any employee because of Federation membership or because of any employee activity in an official capacity on behalf of the Federation, or for any other cause. Nothing in this section shall be construed to limit the county's right to effectively and efficiently run the County's operations.

A. Access to Workers: Authorized representatives of the Federation may visit the work locations of employees covered by this Agreement at reasonable times, provided such visitations do not interfere with the work of the employees.

B. Federation Negotiators: Employees selected by the Federation to act as Federation representatives for the purpose of negotiating amendments or modifications to this Agreement shall be known as the Federation of Oregon Parole and Probation Officers Negotiating Committee. The names of employees so designated shall be certified in writing to the County by the Federation. All negotiation meetings with the County shall be held during working hours and without loss of pay for a maximum of five (5) Parole and Probation Officers.

C. Federation Business: Elected officers and negotiators will be allowed a reasonable amount of work hours to handle labor relations matters. This will include that time necessary to attend Labor-Management meetings when scheduled by mutual agreement.

#### D. Communication with Members:

1. Bulletin Boards: The County agrees to provide suitable bulletin boards and allow convenient places within each work area for purposes of communication with Federation members. The

Federation shall limit its postings of notices and bulletins to such boards. All postings by the Federation shall be dated by the Federation posting member.

2. **Electronic Mail and Internet Connections:** County computers may be used for Federation business involving E-Mail or Internet connections when such use is de minimis and incidental, such as arranging a meeting with a fellow shop steward or Council representative. Computer use may be further used for the purpose of conducting an investigation of a grievance, interacting with the County's Representatives concerning Federation-County Business, on the employee's own time, and to link to a Federation Internet site. The uses outlined may continue only to the extent that they are at no additional cost to the County, and are contingent on the continued use of the cited computers, Internet connection, intranet connection for other County purposes. The content of any and all communications using the County computer system is not privileged and may be subject to County review.

3. **New Employee Orientation:** The President or designee shall be provided one (1) hour, without loss of pay, to meet with the newly hired employee, during the new employee orientation to discuss the Federation and this Agreement.

4. **Rules:**

County personnel rules affecting Federation members will be submitted to the Federation for review 30 days prior to their adoption. The personnel rules shall be subject to discussion with the Federation before becoming effective. Changes made in mandatory subjects addressed in the rules shall be made in accordance with the Public Employees Collective Bargaining Act (PECBA). The County agrees to make available to each employee in the bargaining unit a copy of all existing work rules and to provide a copy of new rules before their effective date, when possible. New employees shall be provided a copy of the rules at the time of hire.

5. A Policy Revision Committee shall be established to discuss and review proposed changes to Department of Community Justice policies that directly affect members of the Federation. The Federation shall appoint two (2) members to the Committee to attend meetings held by the Policy Revision Committee without loss of pay. The appointees shall be authorized to speak on behalf of the Federation and to bind the Federation. If both the Federation appointees agree to any policy change, the County shall have no further obligation to bargain the proposed changes with the Federation. In the event the Federation appointees do not agree and the matter involves a mandatory subject of bargaining or the impact of a mandatory subject of bargaining under the PECBA, the County and the Federation agree to bargain in accordance with the PECBA. Nothing in this Agreement prevents the County from implementing permissive subjects of bargaining that do not impact a mandatory subject without bargaining. The County's agreement to discuss potentially permissive subjects does not render the matter a mandatory subject of bargaining nor does it compel either party to make concessions. Either party to this agreement may dissolve this committee for any reason at any time with two weeks notice. If the committee is dissolved, work rules shall be processed in accordance with Section 4. above.

6. **Loss of Personal Property**

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

B. **Exclusion of Personal Vehicles:** Unless authorized for County business, personal vehicles are expressly excluded from this provision. Loss or damage to employees' personal vehicles are the sole responsibility of the employee.

7. **Labor Management Committee:**

The parties agree to the principles of labor management cooperation in order to promote harmonious relations and provide internal communications. The committee will determine the schedule and frequency of meeting. Federation members to the Labor Management Committee will be released with pay to attend meetings. These meetings will not take the place of collective bargaining nor will they result in decisions about matters that are mandatory subjects of bargaining.

8. **Public Records Requests:**

Within three (3) business days of receipt by the Department of a public records request related to an employee, the Department shall provide notification of such request to the affected employee. The Department will also provide a summary of the information released, and at the employee's option, the Department will provide a copy of the information released.

**ARTICLE 19 - SAFETY AND HEALTH**

1. **Facility Standards Maintenance:** The County agrees to abide by and maintain in its facilities and work operation standards of safety and health in accordance with the State of Oregon Safe Employment Act.

2. **Safe Place of Employment:** It is the responsibility of the County to make every reasonable effort to provide and maintain a safe place of employment. It is the responsibility of all employees to practice safe working habits and to report any observed unsafe conditions immediately. The employee will report any personally observed unsafe practice or conditions to the immediate supervisor. The Labor Management Committee shall seek to resolve any differences in interpretation or practice as what constitutes an unsafe practice or condition.

3. **First Aid Kits:** The County shall provide first aid kits in sufficient quantity to serve the employees at each work location.

4. **Protective Clothing:** If any employee is required to wear protective clothing, such protective clothing shall be furnished to the employee by the County. The initial cost of purchase and tailoring will be paid by the County.

5. **Vehicles:** Each vehicle which is provided for use by Parole and Probation Officers shall be properly maintained in a safe and serviceable condition. Each vehicle will have in it a first aid kit, a fire extinguisher, two communicable disease kits and jumper cables.

6. **Safety Equipment:** Body armor will be provided to all field Officers and replaced by the County per manufacturer's warranty.

7. **Firearms:** Employees may carry their Department issued firearm concealed while in the office and not engaged in active field work without all of their other safety equipment. Employees may carry their firearm unconcealed while wearing duty apparel clearly marked "Parole Officer" on the back with the department badge clearly displayed. The County will provide safe and secure storage for firearms at the employee's assigned work location.

**ARTICLE 20 – DEFENSE OF CIVIL CLAIMS**

1. **Legal Defense:** the employer shall provide legal counsel to any current or former employee in connection with any civil action brought against him or her arising out of the performance of his or her duties in accordance with ORS 30.260 – 30.300 (Oregon Tort Claims Act). Employees will be made aware of any claim or action involving the employee within a reasonable amount of time after the County Attorney's Office (CAO) becomes aware of such claim or action; provided, however, that such notice will not be given more than thirty (30) days from the date the Department is made aware of such action.

2. An employee who is a named defendant shall be notified by the Department of Community Justice (DCJ), and provided a copy of the complaint, within five (5) business days after the CAO has notified DCJ of such claim or action.

3. Upon written request by an employee involved in such claim or action, the County shall provide copies of information, related to the employee's involvement in such claim or action, to the requesting employee.

## **ARTICLE 21 - USE OF FORCE**

The Federation President or designee will appoint one (1) member to actively participate on any use of force review board convened by the County. The member appointed shall participate without loss of pay.

## **ARTICLE 22 - PENSIONS**

### **1. Pension:**

A. **PERS/OPSRP Membership:** Employees shall be eligible for participation in the Oregon Public Employees Retirement system (PERS) (coverage for Police Officers and Firefighters) and the Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers and Fire Fighters), pursuant to ORS Chapters 237, 238, and 238A and 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 Oregon Public Employees' Retirement Board and Multnomah County pursuant to the former provisions of ORS 237.051 (now ORS 238.680).

### **B. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414 (h) (2):**

1. The County shall "pick-up" the employee contribution to PERS, six percent (6%), as permitted by ORS 238.205. The parties acknowledge that the pick up payment is inapplicable to employees who are not PERS members due to insufficient service. 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.

#### **2. OPSRP "Pick-Up".**

The County shall "pick up" the employee contribution to OPSRP as permitted by ORS 238A.335(1). 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.

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

4. 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.

### **2. 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.

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

D. **Retiree Responsibilities:** The retiree shall be responsible for promptly notifying the Benefits Administrator, in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

E. **Eligibility for County Payment of One Half of Premium:** The following terms related to benefit payments, service, and age requirements shall also apply:

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

- a. five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or
- b. ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

2. **Payment at 55 or earlier:** The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-fifth (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had:

- a. Thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement; provided, however that employees employed on or before July 1, 1992, who are eligible for PERS regular retirement with 30 years of PERS service and twenty (20) years of County service shall be eligible for County payment of half the medical premium without waiting until age fifty-five (55) or
- b. Ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

F. **Eligibility for Medicare:** Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under "Subsection E" of this section.

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

H. **Requirement to Continuously Participate:** In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the member's medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100% as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if the retiree has directed the County's collection agent to invoice or electronically transfer funds (EFT) from his or her account. The Central Human Resources Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

I. **State and Federal Tax Offset:** In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlay by an amount equivalent to ten percent (10%)



of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium so that net County costs will remain unchanged.)

### **ARTICLE 23 – MODIFICATION OF WORK PERFORMED: CONTRACTING**

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as part of the budgeting process and when the Federation Representative and/or President have been notified of the specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.
2. The County agrees to meet with the Federation to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Chair or Board for formal Action.
3. The County further agrees to meet with the Federation at its request to explore the alternative work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Federation agrees to assist the County in minimizing the impact on such affected employee(s).

### **ARTICLE 24 – SHIFT AND WORK ASSIGNMENT**

1. **Vacancy:** 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;

B. Additional budgeted positions are allocated;

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

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

2. **Temporary Work Assignments:**

A. **One hundred eighty (180) Days or Less (Temporary Assignments) & Employee Rotation**

**Plans:** Work assignments and employee rotation plans of one hundred eighty (180) days or less shall be solely at the discretion of management. Following such a short term assignment, the employee will be returned to his or her regular assignment. Employees shall not be rotated more often than once in a twenty four (24) month period.

To further employee development or motivation, the County may rotate employees in the same classification between job assignments within a work unit or between work units, subject to the following limitations:

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

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

3. The County shall have a plan to reasonably cover the transferred employee's regular assignment.

3. **Permanent Shift/Work Assignment:** A permanent vacancy is a vacancy determined by management to be for a duration of over six (6) months. Whenever there is more than one shift or work assignment within the same job classification within a work unit, permanent vacancies shall be filled in the following manner:

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

B. The vacancy shall be filled on the basis of seniority provided the employee is able to perform the work in question and has indicated his or her preference in writing. Exceptions to seniority preference assignment may be made in the following situations:

1. In regard to work assignment only, when a less senior employee is substantially more qualified for the position in question. For purposes of this article, the factors for consideration in assignment include, but are not limited to, the following. However, even these factors will be evaluated on a case-by-case basis:

a. Employee must have successfully completed their probationary period.

b. Employee is not on a work improvement plan or currently subject to discipline.

c. Unique or particularly strong skills developed as a result of previous experience, training, education, desire and interest.

d. Training history and/or certification that demonstrate a willingness to participate in ongoing training in order to maintain proficiency and expertise.

e. Required certification, such as CADC, Mental Health licensure or Alcohol/Evaluation certification.

f. Knowledge of the issues related to the current offense(s), including criminal history and behavior patterns that require a certain level of expertise and a unique set of supervision skills.

C. An employee who has applied for, and accepted, a transfer within the previous twelve (12) months is not eligible for transfer unless as determined by management that extenuating circumstances dictate otherwise..

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

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

4. **Trial Service Periods:** Upon appointment to a new regular work assignment, including transfers, and specifically including any lateral transfer to another classification, the employee will serve a trial service period of one hundred and twenty (120) days to demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned, first, to his or her previous work assignment, or if it is not available, to a vacant position. Such determination of satisfactory performance within the one hundred and twenty (120) day trial service period will be made by management.

5. **Work Unit and Work Assignment Determination and Specification**

A. **Departmental Determination:** Each Department, either directly at the Departmental level, or by delegation, shall determine the work units and work assignment structure of its organization and may change this determination from time to time to reflect changes in the organization's structure and/or needs. For example, a Department which has defined its service delivery sites as work units, and major functions within those sites as work unit assignments, may choose to treat the entire Department as a work unit with the site locations as work assignments. Whenever practicable, to ensure communication with employees and discussion

of the implementation process and/or of alternatives, the Department will notify the Federation thirty (30) days in advance of any planned change in the determination of work units.

When changes in the Department structure and/or needs result in the need to make changes to an employee's geographic work location, management will seek qualified volunteers from the affected geographic work location. If there are no qualified volunteers for the change, the least senior qualified employee at that location shall be moved with no less than thirty (30) working day notice period. Available vacancies will be frozen and the affected employee(s) shall select among the vacant positions for which they are qualified based on seniority. The date of freezing shall be four (4) weeks prior to the implementation of the re-org. The freeze will be lifted on the day the affected employee(s) have made their selection.

B. **Listing of Units**: In order to assist the Federation in enforcing the terms of the Agreement both in this article as well as in others, the County will provide no later than April 1 of each year a comprehensive listing of all work units within the County by Department.

#### **ARTICLE 25 - SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply to the specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

#### **ARTICLE 26 - ENTIRE AGREEMENT**

This document constitutes the sole and complete agreement between the Federation and the County and embodies all the agreed to terms and conditions governing the employment of the employees in the negotiating unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to negotiation. Any prior written or unwritten commitment or agreement between the County and the Federation that is in conflict with this Agreement is hereby superseded by the terms of 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 Federation and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, Agreement or Exception concerning matters of contract administration.

#### **ARTICLE 27 – TERMINATION**

This Agreement shall become effective as of the 1<sup>st</sup> day of July, 2011, and shall remain in full force and effect until the 30<sup>th</sup> day of June, 2014, and each year thereafter, unless either party shall notify the other in writing no later than March 1, that it desires to modify this Agreement (except for Article 10, discussed below). In the event notice to modify is given, negotiations shall begin no later than April 1. The contract shall remain in full force and effect during the period of negotiations and any Arbitration process.

#### **ADDENDUM A**

##### **WAGES**

**Wages Effective July 1, 2011**: Effective July 1, 2011, each of the steps in the wage scale in effect on June 30, 2011, in Table 1 of Addendum A shall be maintained at their current amount.

**Wages Effective July 1, 2012**: Effective July 1, 2012, the straight-time base hourly wage of employees covered by this agreement is established in Table 1 of Addendum A.

All other Articles and terms of this Agreement shall continue without interruption for the term thereof.

**ADDENDUM A – TABLE I, WAGES**

Base Hourly Rates Effective July 1, 2011 – 0.0% Pay Increase (Note: 1% of Base Wages will be contributed to a VEBA account per Article 11, Sec. 1.C)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Parole and Probation Officer</b>	23.25	24.43	25.63	26.92	28.24	29.67	31.15	32.72

Base Hourly Rates Effective July 1, 2012 – 3.3% Pay Increase (Note: 1% of Base Wages will be contributed to a VEBA account per Article 11, Sec. 1.C)

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Parole and Probation Officer</b>	24.02	25.24	26.48	27.81	29.17	30.65	32.18	33.80

**ADDENDUM B – LEAD WORKER ASSIGNMENT AND PAY**

1. **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 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, i.e. an oral reprimand or above. Lead Workers shall not issue any discipline. Lead Workers shall not be present when discipline is issued. Lead Workers shall not prepare or issue performance evaluations and any involvement of Lead Workers in performance evaluation shall conform to the restrictions of Article 17, Section 3.

2. **Assignment, Selection, Modification, and Termination:** Assignment and selection of Lead Workers shall be at the sole discretion of the County. Lead worker assignments for over sixty (60) continuous days will be posted in the affected work unit for no less than five (5) work days. Employees in the work unit interested in the lead worker assignment shall submit a letter of interest to the unit manager and will be considered for the assignment through an interview process. An employee 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. A copy of the termination notice will be simultaneously given to the Federation. 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, with notice to the Federation of such change. All lead worker assignments will be reviewed for continuation at least once every two (2) years.

3. **Pay:** The Lead rate for the Probation / Parole Officer Classification shall be calculated by increasing the base hourly pay rates by six and eight-tenths percent (6.8%)

**ADDENDUM C – SENIORITY LISTING**

**FOPPO Seniority List**

**April 22, 2011**

<b>Senior Emp</b>	<b>Class</b>	<b>Countywide</b>
<b>Order No. Name</b>	<b>Seniority</b>	<b>Seniority</b>
1 2077 Velez, Raymond N	2/17/1976	2/17/1976
2 3334 Wolsky, Myra A	8/9/1978	8/9/1978
3 3030 Murray, Carol A	11/13/1978	11/13/1978
4 171 Monagon, Lawrence V	2/17/1980	2/17/1980
5 2934 Rath, Allan R	8/19/1980	8/19/1980
6 348 Johnson, Kim L	4/18/1981	4/18/1981
7 1092 Fabbiano, Francine M	6/1/1983	6/1/1983
8 3943 Rangel, Alfredo	1/14/1985	1/14/1985
9 3098 Bryant, H C	8/1/1985	8/1/1985
10 3017 Rath, Susan L	8/26/1985	8/26/1985
11 3694 Landis, David D	2/1/1988	2/1/1988
12 6648 Oatley, Paula R	7/11/1988	7/11/1988
13 763 Jackson, Wendy R	8/13/1988	8/13/1988
14 3319 Thompson, Nicole A	11/25/1988	11/25/1988
15 3386 Bunch, Carrie F	3/25/1989	3/25/1989
16 5875 Jensen, Christine E	8/23/1989	8/23/1989
17 4248 Ness, Deborah L	10/21/1989	7/10/1988
18 3501 Nelson, Cheryl L	7/1/1991	7/1/1991
19 6700 Padilla, Steven A	1/2/1992	1/7/1990
20 6126 Jones, Stefan D	6/1/1992	10/26/1987
21 2893 Rorick, Sandra J	4/24/1994	5/9/1988
22 6337 Waymire, Clyde R	7/25/1994	2/23/1989
23 1465 Toronto, Cynthia L	11/20/1994	4/22/1991
24 5349 Harlan, John T	1/20/1995	10/6/1993
25 3255 Martin, Russ J	2/27/1995	8/8/1990
26 1645 Andersen, Deanna L	6/30/1995	6/10/1991
27 5466 Anderson, Robb E	4/22/1996	9/14/1988
28 1487 Mitchell, Deborah S	1/27/1997	6/10/1995
29 1609 Upton, David B	1/5/1998	3/21/1995
30 4633 Mc Innis, Lisa A	2/2/1998	11/2/1994
31 3572 Fowler, Heather A	3/23/1998	9/20/1993
32 6087 Green, Carl A	3/23/1998	7/1/1996
33 6605 Trautwein, Alan R	4/1/1998	7/12/1996
34 6693 Hutchings, Lynda	4/16/1998	4/16/1998
35 3637 Warnke, Dane R	6/1/1998	10/11/1993
36 5371 Whitlow, Christopher A	6/22/1998	4/4/1994
37 5986 Upton, Karla R	7/9/1998	12/22/1995
38 5845 Lewis, Pamela C	7/19/1998	2/4/1996
39 4595 Madsen, Tracey F	7/20/1998	1/5/1998
40 3004 Gray, Tawnie L	7/28/1998	7/28/1998
41 1118 Reiser, Jennifer M	8/10/1998	5/8/1994
42 4088 Bunce, Brenda C	9/1/1998	9/1/1998

43	4484	Hilliker, Jill K	9/4/1998	11/15/1994
44	5367	Hirota, Kimberly A	10/5/1998	12/5/1988
45	3493	Nielsen, Scott C	10/5/1998	3/7/1994
46	1193	Peters, Daryn L	10/30/1998	3/16/1998
47	2977	Mossor, Christina P	7/26/1999	7/26/1999
48	5648	Hawn, Heidi L	10/25/1999	10/25/1999
49	4222	Jarmer, Jerri A	2/1/2000	3/15/1997
50	434	Lewis, Lisa M	5/4/2000	11/20/1998
51	1015	Jeffreys, Bill W	5/24/2000	5/24/2000
52	6406	Friedman, Marshall J	7/24/2000	1/6/1998
53	935	Calderbank, Laurie J	8/14/2000	8/14/2000
54	6326	Mc Carville, Fleming	8/20/2000	6/20/1997
55	395	Roberts Sr, Nathaniel W	10/2/2000	11/10/1994
56	7248	Powers Carson, Laura M	11/1/2000	11/1/2000
57	3861	Adams, Paul A	1/22/2001	9/7/1990
58	6008	Lawson, Gerald D	1/22/2001	4/17/1995
59	7505	McCord, Janet L	2/1/2001	2/1/2001
60	7508	White, Thomas R	2/12/2001	2/12/2001
61	1518	Gamble, Travis L	6/4/2001	1/27/1992
62	5881	Scott, Marqui T	7/2/2001	9/11/1996
63	7812	Powell, John S	7/2/2001	7/2/2001
64	3525	Smith, Michele L	7/23/2001	12/24/1990
65	4721	Prue, Demaris K	7/30/2001	9/11/1997
66	5819	Lesh, Hiedi L	9/12/2001	3/16/1998
67	7797	Tavai-Porotesano, Tomasina	11/10/2001	8/19/2001
68	8166	Gravley, James N	11/26/2001	11/26/2001
69	3561	Brascesco, Patrick D	11/27/2001	12/1/1996
70	7875	Reick, Katherine M	12/1/2001	12/1/2001
71	8178	Mitchell, Brennan J	12/3/2001	12/3/2001
72	5746	Adler, Charles R	12/14/2001	12/14/2001
73	3481	Roberts, Todd R	1/22/2002	4/22/1991
74	180	Rayfield, Scott J	1/28/2002	1/17/1990
75	3702	White, Jodi L	1/28/2002	2/4/1998
76	5006	Hanley, Shawna M	2/4/2002	6/19/1994
77	1372	Montano, Carmen O	10/26/2002	4/16/2000
78	4471	Sandberg, Joshua L	12/29/2002	11/3/1997
79	1468	Nielsen, Tiffany M	1/6/2003	7/20/1998
80	4385	Jones, Jeremiah A	5/18/2003	9/19/1999
81	217	Nicholas, Linda L	12/11/2003	3/19/2001
82	9398	Walker, Stuart J	1/5/2004	1/5/2004
83	9414	Clark, Martin M	1/20/2004	1/20/2004
84	3350	Pena, Denise	6/21/2004	2/15/1999
85	9648	Kates, Ronald E	6/21/2004	6/21/2004
86	3619	Fonua, Chelsea A	8/17/2004	2/5/1999
87	6481	Hardy, Javelin L	9/13/2004	10/15/1999
88	5755	Holt, Brian R	12/1/2004	11/24/2003
89	6193	Dewar, Leslie A	12/15/2004	2/14/1999
91	4849	Valetski, Brian D	1/24/2005	8/20/2000
92	10055	Garza, Jerry	1/31/2005	1/31/2005
93	1374	Behrman, Kerrie A	2/15/2005	2/15/2005
94	4706	Gatto, Jolyn A	9/26/2005	1/4/1999

95	5927	Frost, Sarah H	10/3/2005	12/1/1997
96	1605	Holoch, Laura F	12/5/2005	9/29/1988
97	3795	Archuleta, Andrea J	12/12/2005	4/19/1998
98	7439	Radich, Kristina M	12/22/2005	9/15/2001
99	10582	Clanton, Ian P	3/20/2006	3/20/2006
100	1732	Vu, Thanh Q	4/5/2006	10/30/1999
101	4942	Purington, Nadine	4/12/2006	7/29/1998
102	9397	Boyland, Denise A	5/15/2006	1/7/2004
103	11132	Meza, Aida G	1/31/2007	1/31/2007
104	5866	Arthur, Dylan D	6/18/2007	6/17/1996
105	1874	Winters, Christina L	6/21/2007	12/24/1999
106	11398	Rystweij, Monika	9/14/2007	9/14/2007
108	11566	Krichevsky, Linda	10/4/2007	10/4/2007
109	6854	Tuke, Daniel E	1/16/2008	8/13/2007
110	11731	Fletcher, Barbara	1/16/2008	1/16/2008
111	8134	Harrison, Jessica C	2/4/2008	2/4/2008
112	10967	Wright, Jodell M	3/19/2008	3/19/2008
113	11893	Sutphin, Amber J	4/14/2008	4/14/2008
114	12166	LaBash, Gerald G	7/31/2008	7/31/2008
115	3219	Burke, Jay V	8/16/2008	11/15/1999
116	12257	Campos, Richard	9/15/2008	9/15/2008
117	12286	Urhausen, Kathryn L	10/18/2010	9/29/2008
123	13596	Kline-Johnson, Jocelyn R	3/16/2011	3/16/2011
118	12402	Baglioni, Michelle C	3/16/2011	3/16/2011
121	13593	Freeman Pruen, Jessica A	3/16/2011	3/16/2011
122	13595	Heinonen, Nicole M	3/16/2011	3/16/2011
120	13592	Leffler, Kevin J	3/16/2011	3/16/2011
119	13591	Longoria-Navarro, Leticia M	3/16/2011	3/16/2011
124	13598	Goyette, Cynthia C	3/18/2011	3/18/2011

**ADDENDUM D – DRUG AND ALCOHOL POLICY**

1. **Drug Free Workplace Act:** Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

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

3. **Alcohol and Drug Policy Work Rules and Discipline**

A. **Conduct Warranting Discipline**

1. While on duty, or on County premises, or operating County vehicles, employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. **Work Rules:**

1. **Possession, consumption, and distribution of alcohol and drugs while on duty**  
Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the work place. The "work place" includes County vehicles and any other vehicle while being used for County business.

b. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.

c. Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.

d. Not possess or consume prescription medications without a valid prescription.

2. **Possession, consumption, and distribution of alcohol and drugs while off duty on County premises**

Employees shall:

a. Not use, possess, or distribute illegal drugs.

b. Not use or distribute alcohol without authorization.

3. **Fitness for duty:**

Employees shall:

a. Not report for duty while "under the influence" of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

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

c. Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of CDLs may not perform safety sensitive functions, such as driving, at or above the .02% level.

d. Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA and/or OFLA leave.

e. Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

f. Notify Human Resources in advance in writing when their use of prescription or non-prescription medications may impair the employee's ability to perform the essential functions of their position that will result in a direct threat to others. Such employees include, but are not limited to, sworn officers, holders of a CDL and those handling hazardous equipment or materials. Employees who drive a motor vehicle as part of



their job, whether a County vehicle or their personal vehicle should report when they are taking any medication that may impair their ability to drive.

4. **Cooperation with Policy Administration**

Employees shall:

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

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

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

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

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

f. Disclose promptly (upon the next working day) and fully to his/her supervisor:

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

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

C. **Levels of Discipline:**

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 15, Discipline and Discharge.

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, and
- 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 substances abuse dependence or other good cause. An example of a Last Chance Agreement is included as an attachment to this Addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

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

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

3. The signatures of the employee's supervisor, the employee, and the employee's Federation representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 16, Settlement of Disputes.

**D. Mandatory Assessment and Treatment:**

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

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

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

**E. Return to Work Testing:**

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

**4. Testing:**

**A. Basis for Testing:**

**1. All employees may be tested:**

a. Based on reasonable suspicion of being "under the influence" of alcohol or prohibited drugs;

b. Before returning to work after testing positive for being "under the influence" of alcohol or drugs, or

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 exempt person regarding the grounds for the suspicion.

**C. Testing Methodology:**

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

**1. Drug Testing**

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

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

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

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

## **2. Alcohol Testing**

a. Alcohol tests are conducted using a breathalyzer screening test. Employees who test 0.02 or higher will be required to submit to a confirmation test. Test results will be issued only to the County's Drug and Alcohol Policy Coordinator. The results will be sent by certified mail or hand-delivered to the employee within three (3) working days of receipt of the results by the County.

b. Alcohol confirmation tests are considered final, they may not be appealed.

3. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

## **5. Definitions:**

A. **Alcohol:** Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol present in the body will be measured using a breathalyzer test.

B. **Controlled Substance:** All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

C. **County:** Multnomah County, Oregon.

D. **Drug Paraphernalia:** Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

E. **Drug Test:** A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

F. **Drugs:** Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

G. **Medical Review Officer (MRO):** A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

H. **On Duty:** The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. **Prescription Medication**: A medication for which an employee is required by law to have a valid, current prescription.

J. **Reasonable Suspicion of Being Under the Influence of Drugs or Alcohol**: See "Section 4. 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 3. B. 3" above.

M. **Under the Influence of Drugs**: See "Section 3. B. 3" above.

## 6. **Sample Last Chance Agreement**

### **LAST CHANCE AGREEMENT**

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

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

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

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

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis ~~or~~ and breath test) by the County for a period of twenty-four (24) months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more). I understand that if I refuse to take a drug and/or alcohol test or if a test is positive, my employment will be terminated.

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

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 Federation of Oregon Parole and Probation Officers' contract and that if I violate this Last Chance Agreement FOPPO will not grieve my violation.

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.

\_\_\_\_\_  
(Employee) (Date) (Managerial Employee With Disciplinary Authority)\*\* (Date)

\_\_\_\_\_  
(FOPPO Representative ) (Date) (Employee's Immediate Supervisor\*\*\*) (Date)

\_\_\_\_\_  
(Multnomah County Labor Relations, if applicable\*) (Date)

Footnotes:

- \* Necessary only if terms of the Labor Agreement are waived or excepted.
- \*\* Always necessary.
- \*\*\* Optional in cases in which immediate supervisor does not have termination authority.

**MEMORANDUM OF AGREEMENT  
TEMPORARY EMPLOYEES**

The Department agrees to the following terms concerning its usage of temporary employees:

Temporary parole officers shall meet Multnomah County Parole and Probation Officer minimum qualifications.

An Additional background check will be performed that meets PPO standards prior to assignment.

A temporary identification card will be provided to the employee.

No badge will be assigned to a temporary employee.

Temporary employees will be used in accordance with Article 1, CBA.

Temporary employees will be provided orientation with CJM, including review of Parole and Probation officer policies and Probation/Parole Officer Requirements for Temporary Assignments and Temporary Employments.

Temporary employees will be sworn in by the Assistant Director or designee.

CJMs will conduct an exit performance evaluation on Temporary PPOs at the end of each assignment.

The Department agrees that temporary parole officer duties are enumerated, but not limited to, the duties outlined below.

Signing of affidavits requesting warrants from the Court.

Imposing of sanctions and interventions with manager or designee signature.

Filing of detainers with manager or designee signature (not on after-hours call list).

The Department and FOPPO agree that the following are prohibited duties for temporaries:

No field work.

No arrests or assisting with arrests.

No searches or assisting with searches.

Not authorized to carry a firearm, ASP baton or OC Spray.

Not authorized to use of force above officer presence and verbal commands except in exigent circumstances.

The Department and FOPPO agree that the Department's goal each year will be to limit use of temporaries to 2% of parole and probation hours per year.

The Department agrees that there will be no roving temporary parole officers.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Ann Boss, Chief Negotiator  
DCJ

\_\_\_\_\_  
Daryl Garrettson, Chief Negotiator  
FOPPO

*PROBATION/PAROLE OFFICER REQUIREMENTS  
FOR TEMPORARY ASSIGNMENTS AND TEMPORARY EMPLOYEES*

**REQUIREMENTS:**

- 1) Meet Multnomah County Parole and Probation Officer minimum qualifications.
- 2) Additional background check to meet PPO standards prior to assignment. (Criminal History Check).
- 3) Temporary Identification Card [if not a permanent county employee].
- 4) No badge will be assigned.
- 5) Temporary PPOs will be used in accordance with the agreements with the Federation, County, and Article 1, CBA.
- 6) Orientation with CJM, including review of Parole and Probation policies and Probation/Parole Office Requirements for Temporary Assignments and Temporary Employments (Temporary PPO Matrix).
- 7) Sworn in by the Assistant director or designee
- 8) CJMs will conduct an exit performance evaluation on Temporary PPOs at end of each assignment.

**AUTHORIZED DUTIES (BUT NO LIMITED TO):**

1. Can sign affidavits requesting warrants from Court.
2. May impose sanctions and interventions with manager or designee signature.
3. May file detainers with manager or designee signature (not on after-hours call list).
- 4.

**PROHIBITED DUTIES:**

1. No arrests or assisting with arrests
2. No searches or assisting with searches.
3. Not authorized to carry a firearm, ASP baton or OC Spray
4. Not authorized to use of force above officer presence and verbal commands except in exigent circumstances.
5. No field work.



IN WITNESS WHEREOF, The Parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2012  
FEDERATION OF OREGON PAROLE AND MULTNOMAH COUNTY, OREGON:  
PROBATION OFFICERS:

By \_\_\_\_\_  
Patrick Brasesco, President

By \_\_\_\_\_  
Jeff Cogen, Chair

By \_\_\_\_\_  
Deborah Kafoury, Commissioner

By \_\_\_\_\_  
Loretta Smith, Commissioner

By \_\_\_\_\_  
Judy Shiprack, Commissioner

By \_\_\_\_\_  
Diane McKeel, Commissioner

By \_\_\_\_\_  
Steve March, Auditor

NEGOTIATED BY:

By \_\_\_\_\_  
Council Representative  
FOPPO

By \_\_\_\_\_  
Labor Relations  
Multnomah County, Oregon

REVIEWED:

County Attorney  
For Multnomah County, Oregon

By \_\_\_\_\_  
Kathryn A. Short  
Assistant County Attorney



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