
2022-2025

AGREEMENT



between

Multnomah County,

Oregon and

**Multnomah County Corrections
Deputy Association**



**2022-2025
AGREEMENT
BETWEEN
MULTNOMAH COUNTY,
OREGON AND
MULTNOMAH COUNTY CORRECTIONS DEPUTY
ASSOCIATION (MCCDA)**



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2022-2025 AGREEMENT
Between
MULTNOMAH COUNTY, OREGON
And
MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION

ARTICLE 1
PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as "the County", the Multnomah County Sheriff, hereinafter referred to as the "Sheriff," and the Multnomah County Corrections Deputy Association, hereinafter referred to as "MCCDA."

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 providing ever improving services to the people of Multnomah County that can be characterized as fair, economical and beneficial to the quality of life in this community.

1 **ARTICLE 2**

2 **DEFINITIONS**

3 1. For purposes of this Agreement, "probationary employee" means a permanent employee
4 serving a twelve (12) month period to determine their suitability for continued employment. Such
5 probationary period shall begin on the date of appointment from a list certified by the County.
6 When a temporary employee becomes a permanent employee, time spent in temporary status
7 shall apply to the probationary period, provided that the job classification is the same, the job
8 responsibility is substantially the same, and there is no break in service.

9 2. For purposes of this Agreement, "supervisor" or "supervisory employee" as defined in
10 ORS 243.650 - 243.782 means an individual having authority in the interest of the employer to
11 hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other
12 employees, or having responsibility to direct them, or to adjust their grievances, or effectively to
13 recommend such action, if in connection therewith, the exercise of such authority is not of a
14 merely routine or clerical nature, but requires the use of independent judgment.

15 3. For purposes of this Agreement, "permanent employee" means an employee who
16 following an examination process is appointed from a list of eligibles certified by the County to
17 fill a budgeted position; provided that a permanent employee shall retain such status upon
18 temporary or permanent transfer, promotion, or demotion.

19 4. For purposes of this Agreement, "temporary employee" is any non-permanent employee
20 who has worked less than six (6) months.

21 5. For purposes of this Agreement, "day" as used in this Agreement shall mean calendar
22 days unless otherwise specified.

23 6. For purposes of this Agreement, "hours of assigned work" shall be termed "G" shift, "C"
24 shift, "E" shift and "relief" shift and shall be defined as follows:

- 25 A. "C" shift: any work period which starts between 4 a.m. and 12 noon;
26 B. "E" shift: any work period which starts between 12 noon and 8 p.m.;
27 C. "G" shift: any work period which starts between 8 p.m. and 4 a.m.;

1 D. "Relief" shift: any five (5) day work schedule which includes more than one (1) of
2 the above eight (8) hour work periods or has start times within the five (5) day work
3 schedule which differ by more than two (2) hours.

1 **ARTICLE 3**

2 **RECOGNITION**

3 The County recognizes the Association as the exclusive representative for the
4 purpose of establishing wages, hours and conditions of employment for the
5 Corrections Officers' bargaining unit. The parties recognize that the unit was certified
6 October 11, 1984, by the Employment Relations Board as being composed of all
7 permanent and probationary, non-supervisory Corrections Officers in the Multnomah
8 County classified service (Corrections Officer and Correction Officer Supervisor
9 [Sergeant]) excluding ranks of Lieutenant and above and temporary employees (i.e.,
10 employees not appointed pursuant to Multnomah County Code 9.120(C) from a certified
11 list of eligibles and who have served less than six (6) months). "Supervisory employee"
12 as used above shall be defined in ORS 243.650.

13 The positions covered by this Agreement are listed in Addendum A-1 attached
14 hereto and made a part hereof.

1 **ARTICLE 4**

2 **MANAGEMENT'S RIGHTS**

3 The County shall retain the exclusive right to exercise the customary functions
4 of management including, but not limited to, directing the activities of the MCSO,
5 determining the levels of service and methods of operation and the introduction of new
6 equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for
7 just cause, to determine work schedules and assign work and any other such rights,
8 insofar as these rights do not affect the meaning, interpretation or application of any other
9 terms of this agreement. Management rights, except where abridged by specific provisions
10 of this agreement, or general law, are not subject to the grievance procedure.

1 **ARTICLE 5**

2 **ASSOCIATION SECURITY**

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

8 In addition, no employee shall suffer restraint, interference, or coercion because
9 of or in the exercise of any rights protected under the P.E.C.B.A. or in or because
10 of any protected concerted activity. The MCCDA shall have the duty to fairly represent
11 all members of the bargaining unit, whether or not they are MCCDA members.

1 **ARTICLE 6**

2 **CHECK OFF**

3 1. The County agrees to deduct once each pay period: The MCCDA membership dues of
4 those MCCDA members who individually request such deductions in writing. Such requests shall
5 be submitted to: dcm.central.payroll@multco.us by either the member or a MCCDA
6 representative.

7 2. The County agrees to furnish the MCCDA each month a listing of: (A) all new employees
8 hired into the bargaining unit during the month; (B) all employees who terminated during the
9 month; (C) all employees in the bargaining unit for whom dues were deducted during the month;
10 and (D) all employees in the bargaining unit for whom no dues were deducted during the month.
11 Such listing shall contain the names of the employees, along with their job description, work
12 locations and home addresses. The County will notify the MCCDA of the date and time of each
13 new employee orientation session and grant the Union 30 minutes during the session to provide
14 new employees information about union membership. The County will provide paid release time
15 for an MCCDA representative to attend the orientation session.

16 3. The MCCDA agrees to indemnify and hold harmless the County for any loss or damage
17 arising from the operation of this article, excluding the cost of the County's defense to enforce
18 this provision. In the event that any administrative agency or court with jurisdiction over this
19 agreement declares that any part of this article is invalid and/or order reimbursement of dues or
20 fees collected by the County to an employee, the MCCDA shall be solely responsible for such
21 reimbursement, provided the County has acted in good faith in the collection of such payments,
22 and the parties will commence fast-track bargaining pursuant to ORS 243.698 to negotiate a
23 substitute dues deduction provision.

24 4. This article shall remain in effect regardless of the duration and termination provisions set
25 forth in Article 24.

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ARTICLE 7

NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slow-down, picketing (except informational picketing), or strike at any County facility or at any location where bargaining unit work is required during the life and duration of this Agreement. If any such work stoppage, slow-down, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and desist.

Employees in the bargaining unit, while acting in the course of their regular employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line for the purpose of performing work which does not properly fall within the scope and jurisdiction of this Association, and the job duties normally performed by members of this bargaining unit. Any employee engaging in any activity in violation of this Article may be subject to immediate disciplinary action including discharge. Such discipline shall require written notification before the action is taken and afford the employee the protections set forth in Articles 18 and 19 of this Agreement. There will be no lockout of employees in the unit by the County as a consequence of any dispute during the life and duration of this Agreement.

1 **ARTICLE 8**

2 **HOLIDAYS**

3 1. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares
4 a holiday for all public and private sector employees shall be recognized and observed as a
5 paid holiday. In lieu of any other specific, recognized or observed holidays, each employee
6 shall be credited with twelve (12) personal holidays per year at the commencement of each
7 fiscal year and the employee shall receive one (1) day's pay at the straight time rate for
8 each of the holidays selected on which the employee performs no work. It is understood that
9 one of these personal holidays is in recognition and celebration of the contribution of Martin
10 Luther King to the people of the United States. An employee hired subsequent to July 1 of a
11 fiscal year shall be credited with 7.33 hours of personal holiday time for each month remaining
12 in the fiscal year.

13 If an employee is scheduled to work New Year's Day, Independence Day, Thanksgiving
14 Day or Christmas Day and has no remaining personal holidays, the employee shall be paid one
15 and one-half (1.5) times the employee's regular rate for working the holiday. With the approval
16 of the Chief Deputy, Christmas Day may be traded for any other religious holiday during the
17 fiscal year, provided the employee uses paid leave for, or works on December 25th as a non-
18 holiday at the straight time rate. The employee must request such holiday trade in writing
19 during the month of July each year prior to the requested trade. If the employee has remaining
20 personal holidays, whether the employee works a regular shift only, an overtime shift only, a
21 regular shift and an overtime shift, or two (2) overtime shifts, the employee may either (a)
22 designate and charge such work day as a personal holiday and be paid at the rate of two and
23 one-half (2.5) times the regular rate or (b) opt to be paid one and one-half (1.5) times the
24 employee's regular rate and use the employee's remaining personal holiday at a later time.

25 2. Taking of Holidays. Employees shall be allowed to use the personal holidays singly
26 or consecutively and they may be used in conjunction with regularly scheduled vacations.

1 An employee may use personal holidays with twenty-four (24) hours' notice or a shift
2 commander's or designee's approval if there is a vacant slot on the vacation/personal
3 holiday sign-up calendar. Approval shall be on a first-come first-serve basis.

4 3. Scheduling. Employees may schedule the use of personal holidays by the same
5 procedure employed for scheduling of vacation times, and the application of seniority shall apply
6 on the same basis as it applies to vacation scheduling. However, if the right of seniority in
7 selection of personal holidays is not employed at the same time as selection of vacation times,
8 then the right of selection by seniority is waived. In any event, the County will make good faith
9 efforts to assure availability of relief personnel whenever an employee gives the County at least
10 ten (10) days advance written notice of a desired personal holiday time.

11 An employee may cancel a previously scheduled personal holiday with twenty (20) days
12 advance written notice to the employer, or with fewer days' advanced notice if the employer
13 consents in writing. The employer may cancel a previously scheduled personal holiday only in
14 case of a bona fide emergency. In such emergency, no prior notice is required. Cancellation of
15 personal holidays scheduled through use of annual vacation sign-up procedures shall be
16 governed exclusively by Article 9, Section 3.

17 4. Unused Holidays. Personal holidays do not accrue on the same basis as vacations.
18 Personal holidays which have not been used by June 30 of the fiscal year shall be paid off at
19 the rate of one and one-half (1.5) times the employee's regular rate of pay for each unused
20 holiday that was requested but not granted, except New Year's Day, Independence Day,
21 Thanksgiving Day, or Christmas Day. Unused holidays which were not requested shall be paid
22 off at the straight time rate. The employee also has the option of donating personal holiday time
23 or unused comp time to the catastrophic leave bank.

24 In the event of termination by resignation, lay-off, or discharge, holiday time will be
25 compensated at the rate of seven and thirty-three tenths (7.33) hours of straight time pay for
26 each month worked during the current fiscal year, less the total hours of any personal holidays
27 taken. Employees will not accrue personal holidays during a leave of absence without pay.

28

1 **ARTICLE 9**

2 **VACATION LEAVE**

3 1. Accrual. Employees shall accrue vacation time in accordance with the following
4 schedule:

5 A. Less than five (5) years service, three and thirty-three tenths (3.33) hours per
6 semi-monthly pay period of service, cumulative to two hundred (200) hours. After one (1) year
7 of service, an employee shall be entitled to bid two (2) weeks (i.e., eighty (80) hours) vacation.

8 B. Five (5) years, but less than ten (10) years of service, five (5) hours per semi-
9 monthly pay period cumulative to two hundred forty (240) hours; and shall be entitled to bid
10 three (3) weeks [i.e., one hundred twenty (120) hours] vacation.

11 C. Ten (10) years, but less than fifteen (15) years of service, six and sixty-seven
12 tenths (6.67) hours per semi-monthly pay period cumulative to four hundred (400) hours; and
13 shall be entitled to bid four (4) weeks [i.e., one hundred sixty (160) hours] vacation.

14 D. Fifteen (15) years, but less than twenty (20) years of service, eight and thirty-
15 three tenths (8.33) hours per semi-monthly pay period of service, cumulative to four hundred
16 (400) hours; and shall be entitled to bid five (5) weeks [i.e., two hundred (200) hours] vacation.

17 E. Twenty (20) or more years' service, ten (10) hours per semi-monthly pay period
18 of service, cumulative to five hundred (500) hours; and shall be entitled to bid six (6) weeks [i.e.,
19 two hundred forty (240) hours] vacation.

20 For purposes of accrual only, lateral hires may receive credit for prior corrections service
21 as "County Service," up to a maximum of ten (10) years.

22 Employees are entitled to use all accumulated vacation hours subject to the terms of this
23 agreement.

24 2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation.
25 Vacation times shall be scheduled by the County according to classification, shift, and location
26 (East or West side of Willamette River) based primarily on the needs of efficient operations and
27 the availability of vacation relief. Employees shall have the right to determine vacation times
28 within their classification, shift, and eastside or westside (as applicable) by an annual sign-up,

1 but in any case, vacation times shall be selected on the basis of seniority. Seniority shall be
2 exercised only once a year and only to the extent of the employee's annual accrual. The number
3 of vacation times placed on the annual vacation time schedule shall be determined in
4 accordance with a separate 2001 Memorandum of Understanding (MOU) entitled "Memorandum
5 of Understanding Concerning Vacation Times: MCCDA Bargaining Unit." The MOU shall be
6 considered part of this agreement, and disputes concerning its meaning, interpretation, or
7 application shall be resolved under Article 20, Settlement of Disputes, of this agreement. The
8 bidding process shall, to the extent feasible, allow members whose bid choices are frustrated to
9 bid on other open slots before such slots are assigned to persons of lower seniority (i.e., avoid
10 "blind bidding).

11 Sign-up for vacation shall be in forty (40) hour increments with preference towards
12 periods of days that mesh with or are contiguous to each employee's workweek or weekend.
13 Thus, an employee whose normal days off are Tuesday and Wednesday should attempt to
14 schedule their vacation to commence on a Thursday and end on a Monday.

15 After the vacation bid is complete, the vacation book will be open for all employees to
16 submit requests for additional vacation time off in full day increments. Employee will be allowed
17 to select vacation days from among the still-available vacation slots on a first come, first serve
18 basis.

19 3. Change of Scheduled Vacation. Once a vacation has been scheduled, neither the
20 employer nor the employee may change the scheduled vacation without first giving twenty (20)
21 days' notice to the other party of the change, except by mutual consent. This provision is not
22 applicable to: (1) emergencies, or (2) situations where the employee has voluntarily transferred
23 or has received a promotion since the vacation was scheduled. In situations where an employee
24 has been involuntarily transferred, any vacation scheduled prior to the transfer shall not be
25 changed.

26 4. Termination or Death. After six (6) months of service, upon the termination of an
27 employee for any reason, or in the event of the death of an employee, all accumulated vacation
28 shall be paid either to the employee or the employee's heirs, whichever the case may be.

1 5. Accrual During Leave. Vacation leave shall not accrue during a leave of absence without
2 pay which exceeds thirty (30) calendar days.

3 6. Special Order 15-11. If the County wishes to modify mandatory subjects in Special Order
4 15-11, it shall first provide the Association with written notice of the proposed modifications, and
5 shall not implement any modifications until bargaining to completion as required by ORS 243.968.
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1 **ARTICLE 10**

2 **SICK LEAVE**

3 1. Accrual and Utilization. Employees shall accrue sick leave at the rate of four (4) hours 5
4 for each semi-monthly pay period worked. Sick leave may be accrued on an unlimited basis.
5 Sick leave may be utilized only for the following purposes:

6 A. When the employee is unable to work due to an off-the-job illness or injury.

7 B. When the employee's presence is actually needed to care for an ill or injured
8 member of the employee's immediate family.

9 C. To attend the employee's own medical or dental appointments or when necessary
10 to transport or accompany a member of the employee's immediate family to a medical or dental
11 appointment, subject to the conditions set forth below.

12 D. For absences attributable to denied, deferred or disputed workers' compensation
13 claims, in accordance with Article 13, Section 4 of this Agreement.

14 For the purposes of this section only, the definition of immediate family is defined
15 below:

16 (1) Members of the employee's immediate household;

17 (2) The employee's spouse, parents, or children as defined in the federal
18 Family and Medical Leave Act (hereafter referred to as the "FMLA");

19 (3) The employee's grandparents, grandchildren, or parents-in-law as
20 defined in the Oregon Family Leave Act (hereafter referred to as "OFLA");

21 (4) The employee's domestic partner as designated in an Affidavit of
22 Domestic Partnership on file with Employee Benefits; or

23 (5) The children, parents, grandchildren and grandparents of such domestic
24 partner, defined as if the domestic partner was the employee's spouse;

25 E. For other absences in accordance with applicable law

26 Whenever possible, medical and dental appointments should be scheduled
27 outside an employee's regularly scheduled working hours. In the event such appointments

1 cannot be scheduled outside an employee's regularly scheduled working hours, employees
2 must report the need to be absent as early as possible, consistent with Section 3 of this Article.

3 Sick leave taken for partial work shifts should be taken at the beginning or end of
4 an employee's scheduled shift, unless such utilization is prevented due to a sudden illness or
5 other unanticipated event. In the event that an employee's sick leave absence exceeds four (4)
6 hours, management reserves the right to require the employee to charge the full day of absence
7 to the appropriate accrual bank.

8 2. Verification. The Sheriff's Office will require an employee to submit written certification
9 from a physician or other acceptable verification of eligibility to receive sick leave whenever the
10 employee's absence exceeds three (3) consecutive workdays, or in the event sick leave is used
11 for OFLA "sick child" leave, in accordance with OFLA and the Oregon Sick Leave law.
12 Verification for absences exceeding three (3) consecutive workdays must cover the full duration
13 of the absence and must, if related to the employee's injury or illness, including the employee's
14 status to return and list any applicable limitations or restrictions. The Sheriff's Office may also
15 require certification or verification under any of the following conditions:

16 A. Whenever the County can articulate reasonable cause to believe that a misuse
17 or abuse of sick leave has occurred, including questionable usage, questionable patterns of
18 usage or calling in sick on a previously denied day off, provided the employee has been
19 previously notified by a Facility Commander, Unit Commander or Human Resources
20 representative that, due to such concerns, future verification will be required. Employees notified
21 of such reasonable cause may be required to furnish a doctor's certificate for each use of sick
22 leave for a period not to exceed six (6) months following the notice.

23 B. When the employee has called in sick without verification five (5) or more times
24 for separate events in any six (6) month period, regardless of how the time is charged and the
25 employee has been notified by a Facility Commander, Unit Commander or a Human Resources
26 representative that such verification will be required for a period of up to six (6) months following
27 the notice. This may be waived at the discretion of the County on a case by case basis.

1 In the event verification is required under paragraphs A, B, or C, it must be submitted
2 within fifteen (15) days of the date of the request.

3 3. Reporting of Sick Leave. Any employee who must be absent for any reason listed in
4 Section 1 above, must report their need to be absent directly to the OIC or designee on duty as
5 early as possible, but no later than one (1) hour before the beginning of the employee's shift,
6 unless the employee is unable to report due to incapacitation. For the purposes of this
7 paragraph, the beginning of shift is defined as the start of preliminary security briefing, if the
8 employee is scheduled to attend such a briefing.

9 4. Abuse of Sick Leave. In furtherance of the above commitment, the parties hereby agree
10 to the following terms as governing the consequences of misuse or abuse of sick leave benefits:

11 A. Sick leave is intended to provide compensation to employees who are unable to
12 work for one of the reasons permitted under this Article. Employees are permitted to utilize sick
13 leave only for those reasons.

14 B. It is the responsibility of all employees to become familiar with the reasons for
15 which sick leave can be used, as set forth in this Article.

16 C. Giving false information to obtain sick leave benefits or acceptance of sick leave
17 benefits for reasons other than those listed in this Article will be considered misuse of sick leave
18 and will be grounds for disciplinary action, up to and including discharge.

19 D. In addition, all employees are expected to cooperate with efforts by the Sheriff's
20 Office to ensure compliance with this Article. The obligation to cooperate includes, but is not
21 limited to, the obligation to respond to requests for information regarding the reasons for
22 absences and requests for medical verification, consistent with this Article. Failure to cooperate
23 with efforts to ensure compliance with this Article will also be considered grounds for disciplinary
24 action, up to and including discharge.

25 5. Other Sick Leave Provisions

26 A. Used sick leave shall be charged on the basis of forty (40) hours per week, or:
27 (1) ten (10) hours per day for (4) day workweek employees or (2) eight (8) hours per day for five
28 (5) day workweek employees.

1 B. Sick leave charges in excess of accrued sick leave credits may be charged
2 against earned and available annual leave or leave without pay at the employee’s option.
3 Leaves without pay shall be subject to the approval of management.

4 C. Sick leave shall be charged to the nearest full hour.

5 D. Nothing in this Agreement shall be construed to require the County to permit
6 employees who have exhausted their sick leave to substitute compensatory time for sick time.

7 6. Sick Leave in Application to Final Average Salary. In accordance with the terms of ORS
8 238.350 accumulated unused sick leave will be applied to final average salary.

9 7. Parental Sick Leave. During the term of a parental leave mandated by Oregon Law, the
10 employee on such leave may use accumulated sick leave up to twelve (12) weeks following birth
11 or adoption of a child. The leave may extend for the full twelve (12) weeks regardless of parental
12 leave taken by the other parent.

13 8. Sick Leave Records. The medical or psychological condition that is the employee’s
14 reason for their use of sick leave shall be considered confidential information to the extent
15 required by the Americans with Disabilities Act or other applicable law.

16 9. Effective January 1, 2018, the first forty (40) hours of sick leave an employee uses in a
17 calendar year shall be considered “hours worked” for the purpose of computing overtime.

18 10. Oregon Paid Family and Medical Leave Reopener. The parties acknowledge that either
19 the MCCDA or the County may, at a later date separate from successor bargaining, exercise a
20 benefits reopener of Article 10 Sick Leave and Article 12 Health and Welfare. This reopener will
21 be for the exclusive purpose of addressing impacts and effects of the Oregon Paid Family and
22 Medical Leave Act, and may include, but is not limited to benefits and benefit plan design. This
23 Reopener will be subject to the same rules and bargaining process that pertains to full contract
24 successor negotiations.

1 **ARTICLE 11**

2 **OTHER LEAVES**

3 1. **Leave of Absence.** Consistent with the needs of the County, leaves of absence without
4 pay for a limited period, not to exceed one hundred eighty (180) days, shall be granted for any
5 reasonable purpose and such leaves may be renewed or extended for any reasonable period.

6 Any employee who has been granted a leave of absence without pay and who for any
7 reason fails to return to work within five (5) days after the expiration of said leave of absence
8 shall be considered as having resigned their position with the County, and their position
9 shall thereupon be declared vacated, except and unless the employee prior to the expiration
10 of their leave of absence has made application for and has been granted an extension of
11 said leave, or has furnished evidence that the employee was unable to apply for an extension
12 of such leave by reasons of sickness, or physical disability, or physical impossibility of
13 compliance.

14 2. **Jury Duty.** Employees shall be granted leave with full pay in lieu of jury fees any time
15 they are required to report for jury duty and be absent from work on that day. Any employee
16 required to attend jury duty shall be considered as a day shift employee with a schedule of
17 Saturday and Sunday off without loss of shift differential for the employee's regularly assigned
18 shift.

19 3. **Voting Time.** Employees who reside in areas that allow voting at polling stations shall be
20 granted two (2) hours to vote on any election day if due to shift scheduling they would not be
21 able to vote.

22 4. **Association Business**

23 A. Members of the Association selected by the Association to participate in
24 Association activity shall be granted a leave of absence without pay at the request of the
25 Association subject to availability of relief personnel.

26 B. The Association negotiating team may be comprised of not more than seven (7)
27 members of which up to three (3) may attend negotiating sessions without loss of pay. The
28 Association shall notify the applicable Division Commander of the selected members not less

1 than seven (7) days in advance of each negotiating session. The three (3) designated members
2 shall be scheduled on day shift for the date scheduled for a negotiating session.

3 C. Upon notice to the facility commander or designee, Association Executive Board
4 members shall have the right to investigate and process grievances, or meet with County
5 administrators to discuss union business, during scheduled work time.

6 D. Upon notice to the Chief Deputy, up to six (6) Association Executive Board
7 members will be relieved from duty for an eight (8) hour block at straight time to attend meetings
8 six (6) times a year. Should the total number of hours of such work exceed two hundred eighty-
9 eight (288) hours in a calendar year, Executive Board members shall be entitled to take leave
10 without pay after making arrangements with the Chief Deputy. In years in which successor
11 negotiations begin, an additional two hundred (200) hours shall be allowed. Hours spent in
12 negotiation sessions pursuant to paragraph B above, and time spent by Employee Benefits
13 Advisory Team representatives attending EBAT meetings as provided in Article 12, shall not be
14 charged under this paragraph. In addition, Association Executive Board members will be relieved
15 from duty to attend additional meetings throughout the year with designated MCSO management
16 representatives to discuss specific issues or topics, as approved by the Chief Deputy.

17 E. The time that Association Executive Board members spend performing
18 Association business that is not paid by the County will be considered "hours worked" for the
19 purpose of computing overtime.

20 5. Educational Leave. After completing one (1) year of service, an employee upon request
21 may be granted a leave of absence without pay for educational purposes at an accredited
22 school when it is related to his employment. The period of such leave of absence shall not
23 exceed one (1) year, but it may be renewed or extended upon the request of the employee
24 when necessary. There will be no loss of seniority for up to one year of an educational leave.

25 One (1) year leaves of absence for educational purposes, including any requested
26 extension, may not be granted more than once in any three (3) year period. Employees may
27 also be granted leaves of absence with or without pay for educational purposes for reasonable
28 lengths of time to attend conferences, seminars, briefing sessions or other functions of a similar

1 nature that are intended to improve or upgrade the individual's skill or professional ability,
2 provided it does not interfere with the operation of the County.

3 6. Tuition Reimbursement. The tuition reimbursement policy as set forth in the County's
4 Board Order dated November 21, 1978, will be continued. In addition, the County may advance
5 the cost of tuition and incidental expenses if, in the County's judgment, such advance is
6 consistent with County financial and operational needs and priorities, and the employee signs
7 an agreement that if the employee does not satisfactorily complete the course, or if their County
8 employment terminates before completion of the course, the County will have the right to deduct
9 the amount of the advance from their pay or use other means to collect the amount of the
10 advance.

11 7. Military Leave

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

19 B. Leave With Repayment. Employees shall be allowed to attend required military
20 service or training sessions which fall on their regular working day(s) in lieu of their scheduled
21 shift provided that twenty (20) days' notice is given and they agree to and do work on a
22 scheduled day(s) off in compensation. Such repayment shall be made within ninety (90)
23 calendar days or the equivalent amount of pay shall be deducted from the employee's next
24 paycheck. When an employee fails to comply with this section on two separate occasions
25 during the term of this contract, further rights under this subsection b shall be suspended for
26 twelve (12) months from the date of the second (2nd) infraction.

27 8. Effect of Leaves on Time Exchange Repayments. An employee may work the first half
28 of an approved time exchange prior to taking an authorized leave of absence and receive

1 the benefit of the repayment portion of that exchange during their authorized leave if the trade
2 was approved in advance by the employer in accordance and otherwise in conformance with
3 any applicable time exchange policy in effect at the time the affected employees proposed the
4 time exchange. Employees who plan to use time exchanges in this manner at the time of the
5 initial request for the exchange shall inform the manager to whom the request is submitted of
6 this plan, specify the proposed dates for both portions of the time exchange, and (insofar as
7 practicable) the anticipated start date of the leave. When such a time exchange is approved,
8 the approving manager shall promptly notify the MCSO Payroll Supervisor in writing of the
9 tentative plan, with a copy sent to the employee.

10 9. Bereavement Leave. An employee shall be granted not more than three (3) days'
11 bereavement leave with payment at the regular rate of pay for working time missed during such
12 three (3) day period in the event of death in the immediate family of the employee. If such
13 funeral is beyond three-hundred and fifty (350) miles from the City of Portland, Oregon, the
14 employee may be granted up to three (3) additional days of paid leave for travel. Such leave
15 with pay shall be for the purpose of making household adjustments or to attend funeral services.
16 Bereavement leave will run concurrently with any additional bereavement leave an employee is
17 entitled to receive under the Oregon Family Leave Act or Oregon Sick Leave Law.

18 10. Immediate Family. For purposes of the immediately preceding paragraph only, an
19 employee's immediate family shall be defined as spouse, domestic partner, parents, children,
20 grandchildren, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or
21 brother-in-law. For purposes of this section, a domestic partner's children shall be treated as
22 children of the employee if, before their death, the employee legally adopted them or they
23 regularly lived with the employee and domestic partner for at least six (6) months immediately
24 prior to the death as part of a joint familial unit to which the employee regularly contributed
25 financial support and parental guidance. Further, the legally recognized parents, step-parents,
26 grandparents and siblings of the domestic partner shall be treated as in-law equivalents of the
27 employee. In the event of death involving relationships other than those set forth above, under

- 1 exceptional circumstances, a leave of absence may be granted by the Sheriff or the Sheriff's
- 2 appointed designee(s) upon request.

1 **ARTICLE 12**

2 **HEALTH AND WELFARE**

3 1. **Medical and Dental Insurance Premiums**

4 A. **Contribution Toward Insurance Premiums**

5 (1) **Full-time employees**

6 a. **Full-time Employee – Definition**

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

10 b. **Medical/Vision Prescription Insurance**

11 Each eligible full-time active enrolled employee’s monthly
12 contribution for the purchase of medical benefit plan coverage (which includes vision and
13 prescription coverage) will be as follows:

Health Plans	County Contribution	Full-Time Employee Contribution
PPO 400 Plan	92.5%	7.5%
Major Medical Plan	100%	0%
Kaiser 10/20 HMO Medical Plan	95%	5%

14 c. **Dental Insurance**

15 Each eligible full-time active enrolled employee’s monthly
16 contribution for the purchase of dental benefit plan coverage will be as follows:

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

1 d. Part-Time Employee Coverage

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

5 i. Part-Time Employee Definition

6 Part-time employees shall be defined as bargaining unit
7 employees who are regularly scheduled to work twenty (20) to thirty-one and ninety-nine one-
8 hundredths (31.99) hours per week (this excludes employees that work three (3) ten (10) hour
9 shifts).

10 B. Health Care Plan Changes During the Term of Agreement. MCCDA and the

11 County recognize the increasing costs of health care to be a major concern. In an effort to
12 collaborate together over quality health plans, design changes and increasing costs, the County
13 agrees to notify the Association any time there is a proposed change in plan design, change in
14 plan designs offered to other bargaining units or any optional changes proposed by carriers that
15 would impact plan design cost or plan designs. The County agrees to meet with the Association
16 whenever the Association requests to meet regarding proposed changes in plan designs by
17 other bargaining units or changes offered by carriers that would impact plan designs. Changes
18 in plans or plan designs which are mandated by carriers and which cannot be resolved by the
19 parties, shall be subject to notice and expedited bargaining obligations, consistent with
20 applicable law. Changes in plans or plan designs which are mandated due to Federal or State
21 laws, rules, or regulations shall be presented to the Association, but will be implemented by the
22 County as required by law.

23 C. Premium Calculations. For Kaiser Plans, the premium charges shall be the

24 amount charged by Kaiser to the County. For the self-funded PPO medical and dental plans, the
25 premium charges shall be calculated, using sound actuarial principles, and include projected
26 claim costs based on plan experience as required by state regulations, Incurred But Not
27 Reported (IBNR) expenses, Oregon Medical Insurance Pool or other State or Federal
28 assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit plan

1 administration costs, and an appropriate trend factor selected to limit County contributions and
2 employee cost shares while providing adequate funding for plan operations. The Association
3 may challenge the accuracy of the premium calculations through the grievance and arbitration
4 procedure and the arbitrator shall have the authority to award a refund of excess contributions for the
5 calendar year in which the miscalculation was determined to have occurred. Such a challenge shall not
6 be limited by the time lines set forth in Article 20, but only one challenge may be filed for any calendar
7 year and any award of excess contributions shall be limited to that year.

8 D. Employee Contribution. Employee contributions will be made through payroll
9 deductions. Enrollment in a County-sponsored medical plan and associated employee
10 contribution is mandatory for employees who do not “Opt Out” of medical plan coverage.

11 E. Major Medical Plan Rebates. Full-time employees who elect coverage under the
12 Major Medical Plan will be paid fifty dollars (\$50) (gross) per month.

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

21 1. Full-Time Employees Who Opt-Out
22 Full-time Employees who Opt Out of medical plan coverage will
23 receive a reimbursement paid by the County of two-hundred fifty dollars (\$250) (gross) per
24 month. Employees may also elect to decline dental plan coverage through the County.
25 However, there is no reimbursement associated with declining dental coverage and no proof of
26 other dental coverage is required. Employees will not be eligible to change this election until the
27 County’s official annual open enrollment period, unless the employee experiences an IRS
28 recognized family status change event that would allow a mid-year health plan election change.

1 G. Successor Plans and Carriers

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

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

9 2. Employee Benefit Advisory Team (EBAT)

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

19 H. Default Enrollment

20 1. New full-time employees who fail to submit timely application to Opt Out or
21 enroll into the medical-dental benefit plans described in Section A will be enrolled by default in
22 the County's Major Medical plan and Delta Dental plan, with employee only coverage. Eligible
23 dependents of such employees may be enrolled in the default plans if the employee submits
24 application requesting dependent enrollment within fifteen (15) days of receiving notice of their
25 default enrollment.

26 I. Eligible Dependents

27 (1) Spouses and domestic partners

28 a. Definitions

1 1. A “spouse” is a person to who the employee is married under
2 Oregon law.

3 2. A “domestic partner” is a person with whom the employee:
4 (a) Jointly shares the same permanent residence for at
5 least six (6) months immediately preceding the date of signing an Affidavit of Marriage of
6 Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the
7 Multnomah County partnership registry, the six (6)-month waiting period is waived; and

8 (b) Has a close personal relationship

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

11 i. Are not legally married to anyone;

12 ii. Ae each eighteen (18) years of age or older;

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

15 iv. Were mentally competent to contract when the
16 domestic partnership began;

17 v. Are each other’s sole domestic partner;

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

21 b. Enrollment of Spouse/Domestic Partner

22 Employees may enroll a spouse or domestic partner in County
23 medical and dental plans upon completion of the County’s Affidavit of Marriage or Domestic
24 Partnership and applicable enrollment process. Enrollment times and other procedures for
25 administration of the medical and dental insurance plans shall be applied to employees with
26 domestic partners in the same manner as to married employees to the extent allowed by the
27 law. Spouse or domestic partner must be enrolled in the same plan as the employee.

28 (2) Children

1 a. Definitions

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

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

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

9 4. the newborn child (grandchild of employee) of an enrolled,
10 unmarried, eligible child of the employee or employee's spouse/domestic partner who is under
11 age twenty-six (26) at the time of grandchild's birth and when the parent child is also enrolled
12 as a dependent under employee's County-sponsored coverage. Grandchild's eligibility for
13 coverage ends upon the parent child's twenty-sixth (26th) birthday, marriage date, parent
14 child and/or grandchild no longer reside with the employee whichever occurs first,
15 unless the County employee has legal custody of the grandchild.

16 An eligible dependent enrolled under an employee County
17 sponsored health plan, who becomes permanently disabled prior to their twenty-sixth (26th)
18 birth date, may be eligible for continued health plan coverage after reaching the usual maximum
19 dependent age of twenty-six (26). Employees with a dependent child in this situation should
20 contact the County Employee Benefits Office three months prior to the child's twenty-sixth
21 (26th) birth date to initiate the eligibility review process.

22 b. Enrollment of Dependent Children

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

26 c. Taxability of Dependent Health Plan Coverage

27 Health plan coverage provided to domestic partners, children of
28 domestic partners, and/or other dependents who do not meet IRS Child, Qualified Child, or IRS

1 Qualified Relative requirements is subject to imputed income tax on the value of the coverage
2 in accordance with IRS regulations.

3 (3) Termination of Dependent Health Plan Coverage

4 Written notice from employee upon termination of marriage or domestic
5 partnership or any other change in dependent eligibility is required. Employees are responsible
6 for timely reporting of any change in the eligibility status of enrolled dependent family members
7 to the County Employee Benefits Office within sixty (60) days of the dependent status change.

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

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

15 c. Employees must remove from coverage a child who has become
16 ineligible by completing a Benefit Change.

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

23 e. Termination of dependent health plan coverage ends on the last
24 day of the calendar month in which the terminating event occurs. Examples:

25

Terminating Event	Coverage End Date
Divorce	End of month divorce became final

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

1 J. When Benefits Coverage Begins and Ends

2 (1) Coverage for new employees

3 a. Medical and Dental Benefits

4 The employee and eligible dependents will be covered by
5 medical and dental benefits the first (1st) day of the month on or following hire, provided the
6 employee has completed the benefit enrollment process and has provided any other
7 required documents to the Employee Benefits Office on or before that date. Employees who
8 complete the enrollment process after the first (1st) day of the month following hire but within
9 thirty-one (31) days of hire, will be covered the first (1st) day of the month on or following
10 the date enrollment requirements are completed. Employees who do not complete the
11 enrollment process within thirty-one (31) days of hire will be enrolled based on the default
12 enrollment procedure. Coverage under the default plan(s) will begin on the first (1st) day
13 of the month following thirty-one (31) days of employment.

14 (2) Benefits coverage for terminating employees

15 a. Retirees

16 1. County-subsidized coverage

17 Benefits options for retirees are provided for in
18 Subparagraph N, below.

19 2. Unsubsidized benefits

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

22
23 b. Other terminating employees

1 1. County-subsidized coverage
2 County sponsored medical plan and dental plan
3 coverage ends based on the employee last regularly scheduled working day in pay status:

<u>Last Day in Paid Status</u>	<u>Coverage Ends</u>
<u>1st - 15th of month</u>	<u>30/31st of the month</u>
<u>16th - 31st of month</u>	<u>30/31st of the following month</u>

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

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

11 (3) Employees on unpaid leaves of absence
12 a. Leaves of less than 30 days
13 Employees' health and insurance benefits coverage will not be affected by
14 unpaid leaves of absence of less than thirty (30) days' duration. Unpaid cost shares will be
15 recovered from the employee when the employee returns to paid status.

16 b. FMLA/OFLA Leaves
17 The County will contribute toward medical plan and dental plan
18 insurance coverage during unpaid approved FMLA/OFLA leave as required by law. Unpaid cost
19 shares will be recovered from employee when employee returns to paid status.

20 If the employee remains on unpaid leave for more than thirty (30)
21 days after FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid leave of
22 absence per"Subsection c.1" below, except that the last day of FMLA/OFLA leave will be
23 deemed the employee's last day in pay status.

24
25 c. Non-FMLA/OFLA unpaid leaves

1 1. Lapsing of County-subsidized coverage occurs after passage
2 of thirty (30)-day leave period. Thirty-first (31st) day of leave with unpaid status triggers loss of
3 health plan coverage. If 31st day of unpaid non-FMLA/OFLA leave occurs:
4

31st Day of Unpaid Non-FMLA/OFLA Leave	Coverage Ends
1st - 15th of month	30/31st of the month
16th - 31st of month	30/31st of the following month

5 Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Leave period
6 exceeds thirty (30) days. Thirty-first (31st) day of leave is August 14. Employee A's County
7 County sponsored health plan coverage will end August 31. Employee B goes on non-
8 FMLA/OFLA unpaid leave July 18. Leave period exceeds thirty (30) days. Thirty-first (31st) day
9 of leave is August 17 Employee B's County sponsored health plan coverage will end September
10 30.

11 2. Continuation of Coverage through COBRA

12 Employees enrolled in County medical and/or dental plans
13 may continue to purchase coverage under County medical and dental benefits plans on a self-
14 pay basis as mandated by law.

15 3. Benefits Coverage upon return from a leave If the period of
16 unpaid leave was sufficient to cause a termination of health plan coverage, enrollment option
17 will vary based as follows:

18 (a) Employees returning to work from a leave of absence
19 without pay during the same plan year will be reinstated to the same medical plan and dental
20 plan (or successor plans) they had when they left County employment. If they return from leave
21 the first day of the month, coverage will be in effect upon their return from leave; otherwise,
22 coverage will be in effect the first day of the month following their return from leave.

23 (b) Employees returning from unpaid non-FMLA/OFLA
24 leave in a new plan year may enroll in different medical and/or dental plans within thirty- one
25 (31) days of their return. Such employees must notify the County Employee Benefits Office and
26 complete the enrollment upon their return to work. If submitted enrollment is received by the first

1 (1st) day of the month, the change will be effective that day; otherwise, coverage will be in effect
2 the first (1st) day of the month following the employee's completed enrollment.

3 K. Flexible Spending Accounts

4 (1) Medical Expenses

5 To the extent permitted by law, Medical Expense Reimbursement Plan
6 (MERP) accounts, which allow employees to pay for deductibles and un-reimbursed medical,
7 dental, and vision expenses with pretax wages, will be available according to the terms
8 of the Multnomah County Medical Expense Reimbursement Plan.

9 (2) Dependent care expenses

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

13 (3) Transportation expenses

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

18 L. Emergency Treatment. Employees will be provided with emergency treatment for
19 on the job injuries at no cost to the employees. Employees further will promptly sign an
20 appropriate Workers' Compensation claim form when presented by the employer.

21 M. Long-Term Care. Any bargaining unit employee covered by this agreement may
22 participate in a long-term care insurance program developed by the Association and the County
23 consistent with carrier contracts the monthly premiums to be paid individually through payroll
24 deduction.

25 N. Retiree Medical Insurance. Retirees from this bargaining unit shall be eligible to
26 participate in the County's medical plan subject to the following provisions:

27 (1) For purposes of this section, "retiree" refers to a person who meets the
28 criteria of section 5 below, who separated from service from the County on or after July 1, 1992

1 and, at the time of separation occupied a position covered by the MCCDA bargaining unit. For
2 purposes of this section, "member" or "members" refers to an active employee(s) who
3 permanently occupies a position(s) covered by the MCCDA bargaining unit.

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

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

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

18 (5) Retiree Benefits Eligibility Association employees who are eligible to initiate
19 a PERS pension upon separation from the County, meet the retiree eligibility requirements and
20 enroll in a County-sponsored retiree health plan at employment separation are eligible for a
21 premium subsidy from the County as follows:

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

26 b. The County shall pay one-half (1/2) of the monthly medical insurance
27 premium on behalf of a retiree and their eligible dependents, from the retiree's fifty-eighth (58th)

1 birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday,
2 death, or eligibility for Medicare, whichever is earlier, if the retiree had

3 1. five (5) years of continuous County service immediately
4 preceding retirement at or after age fifty-eight (58) years, or

5 2. ten (10) years of continuous County service immediately
6 preceding retirement prior to age fifty-eight (58) years, or

7 3. ten (10) years of continuous County service immediately
8 preceding disability retirement regardless of age.

9 (6) Actual application for Medicare shall not be required for a finding that a
10 retiree is "eligible for Medicare" under subsections a and b of section 5, above.

11 (7) Part-time service in a regular budgeted position shall be prorated for
12 purposes of the service requirement set forth in section 5, above. (For example, twenty (20)
13 hours the applicable service requirements).

14 (8) In addition to the other requirements of this section, continued medical plan
15 participation or benefit of County contributions is conditioned on the retiree's continuous
16 participation in the County's medical and/or dental insurance plan from the time of retirement,
17 and upon the retiree's timely payment of the applicable retiree portion [i.e., fifty percent (50%)
18 or 100 hundred percent (100%), as applicable] of the monthly premium. Failure to continuously
19 participate or make timely and sufficient payment of the applicable retiree portion of the monthly
20 premium shall terminate the retiree's rights under this section. However, a retiree who retires on
21 or after ratification of this Agreement will be allowed to leave coverage and opt back on to a
22 County plan as a one-time opportunity. To receive this benefit, the retiree must demonstrate
23 continuous coverage under another employer-sponsored group medical plan and must enroll
24 within sixty (60) calendar days of loss of coverage under the other group medical plan. The
25 effective date of coverage will be the first day of the month on or after receipt of all enrollment
26 forms. The County shall inform the retiree of the identity and mailing address of the collection
27 agent at the time the retiree signs up for continued post-employment medical insurance
28 coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45)

1 days in advance of the effective date of the change.

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

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

18 2. Other Benefits

19 A. Optional Short-term Disability Insurance. Any full-time employee covered by This
20 Agreement may participate in the Optional Short Term Disability insurance program. The
21 monthly premium must be paid individually through payroll deduction. Short-term disability
22 Elimination period is thirty (30) days with benefits ending at the ninetieth (90th) day for timely
23 Enrollees within thirty-one (31) days of hire. Qualification is subject to the eligibility requirements
24 of the disability carrier contract.

25

26

27 B. Long-Term Disability Insurance

28 (1) All bargaining unit members that work twenty (20) hours or more per week

1 will continue to be covered by a County-paid group long-term disability insurance policy, the
2 provisions of which shall be the same as those in the County's group policy plan as specified to
3 the Association. The County may not terminate a disabled employee (except for cause unrelated
4 to the disability) during the period of disability.

5 (2) In the event an employee is on an approved FMLA/OFLA leave, the County
6 will continue to pay the premium to provide medical insurance coverage. Once FMLA/OFLA
7 provide medical insurance coverage. Once FMLA/OFLA entitlement has been exhausted,
8 COBRA coverage will be offered and is self-paid.

9 C. Life Insurance. The County agrees to provide each employee covered by this
10 Agreement with term life insurance in the amount of fifty thousand dollars (\$50,000), and
11 accidental death and dismemberment insurance in the amount of fifty thousand dollars
12 (\$50,000). Any increases to the County provided coverage are subject to the terms of the
13 insurance contract.

14 Employees, at their option, may purchase supplemental term life insurance
15 coverage for themselves, their spouse or their domestic partner consistent with the carrier
16 contract(s) by payroll deduction. Premiums will vary according to age of the insured. Insured
17 employees will have access to a certificate evidencing such insurance. Employees will designate
18 their beneficiaries for life insurance coverage.

19 Retirees of the Public Employees Retirement System will be provided with five
20 thousand dollars (\$5,000) of term life insurance coverage by the County, provided they retired
21 on or after July 1, 2001.

22 D. VEBA (Voluntary Employee Beneficiary Association). The County will convert an
23 amount equal to one percent (1%) of each Association member's hourly rate (including base
24 wages, overtime wages, incentive pay and longevity pay), and will contribute that amount into
25 each employee's HRA-VEBA account each pay period. The one percent (1%) will vary in terms
26 of the actual dollar amount based on the number of hours worked and any increases in
27 compensation. The one percent (1%) conversion will be deemed an employer-paid benefit and
28 will not be subject to PERS contributions or benefits. The HRA contribution process will remain

1 in place for the term of this collective bargaining agreement, with extension of the contributions
2 subject to annual review by mutual agreement of the Association and County. Notwithstanding
3 this paragraph, if a circumstance beyond the control of the parties substantively impairs the
4 ability of the County to make the salary conversion and HRA-VEBA contributions as described
5 above (e.g., a change in law or administrative rule), this paragraph may be voided by the County,
6 at which time the one percent (1%) shall be added back to the salaries of each employee.

7 E. Right To Communicable Disease Information. If an employee is exposed while on
8 duty to the blood or bodily fluids of an inmate, the County shall immediately request the inmate
9 to voluntarily release their medical records to the employee's physician. The County shall, upon
10 receipt of the release, provide appropriate medical information to the employee's physician. If
11 an inmate refuses to sign the release, the County shall notify the officer and MCCDA concerning
12 the matter.

13 F. Fitness for Duty Examinations. The County may require an employee to submit to
14 and cooperate fully in a physical, psychiatric, or psychological examination. Except when
15 otherwise required by law, health practitioners conducting such an examination shall be selected
16 by the County with all costs for such examination being borne by the County. Such examination
17 is for the purpose of providing the employer with information needed to conduct its business,
18 and is not one in which the employee and examining health care practitioner(s) will have or
19 develop a patient-client relationship. The affected employee shall authorize the examining health
20 practitioner(s) to forward a copy of the report to the Sheriff's Office Human Resources Director,
21 as well as to a health care professional designated for this purpose by the employee, for review
22 and release to the employee. The Human Resources Director may also provide the report to the
23 County's medical or legal or labor relations representatives, including their assistants, in
24 connection with actual or potential litigation. The Human Resources Director 13 may also share
25 information in such reports in connection with fitness for duty determinations or leave or benefit
26 eligibility under contract or law. The report may also be disclosed in the forum(s) in which any
27 such litigation is pending and to persons incident thereto, subject to such protective orders and
28 other limitations as the forum may impose. Except as otherwise required by law (e.g., court

1 order) or for litigation, no other persons may have access to the report without the employee's
2 written permission, including supervisors. Disclosure of employee medical, psychiatric or
3 psychological information to supervisors or other persons will be generally permitted only when
4 the supervisor or person has a genuine need to know. Disclosure in such instances shall be
5 strictly limited to the amount and type of information reasonably necessary for the supervisor or
6 other person to address the legitimate business purpose involved (e.g., work restrictions or
7 limitations, accommodations necessary for the employee to perform their duties, information
8 needed to respond to medical emergencies, etc.) A physical, psychiatric or psychological
9 examination shall not be mandatory for each Employee more than once in each fiscal year,
10 except when consistent with business necessity as defined under the Americans with Disabilities
11 Act.

12 G. Health and Security of Persons and Facilities; Administrative Search Authorized

13 (1) To aid the interdiction of illegal drugs, detect and suppress substance
14 abuse, promote the health and safety of corrections employees, MCSO corrections clientele,
15 and the public, further penal and rehabilitative policy objectives, and ensure confidence of the
16 public and other justice service agencies in the integrity of the MCSO, the Sheriff may
17 promulgate and enforce reasonable work rules related to the possession and use of drugs and
18 alcohol, and design and implement a combined or singular urinalysis-based drug and
19 breathalyzer/blood-based alcohol testing program in which Corrections Deputies and
20 Corrections Sergeants may be required to participate, subject to the limitations described in this
21 section.

22 (2) The program described in this section may provide for testing premised on
23 a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in
24 violation of employer rules at the time the urine sample is taken. (A "reasonable suspicion"
25 means a belief based on one (1) or more specific articulable facts from which one could
26 reasonably infer that the employee may be under the influence of alcohol or drugs.) Further, to
27 the extent permitted by law, the program described in this section may provide for urinalysis-
28 based testing without suspicion or warrant. However, such suspicion less or warrant-less tests

1 may only be performed to monitor compliance of the employee with MCSO abstinence
2 requirements for a period of eighteen (18) months after the employee has been identified as
3 having used or possessed regulated substances in a manner proscribed by MCSO rules.

4 (3) The giving of urine samples as part of the testing program implemented
5 under this section shall be performed by the employee in private in a suitable location designated
6 by the employer.

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

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

25 (6) The employer shall give each present employee and each new hire a copy
26 of the program procedures, related work rules, and any subsequent revisions and notice that the
27 procedures, rules or revisions may be applied to any Corrections Officer or Corrections
28 Sergeant.

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

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

11 (9) Work time used for purposes of assessment, evaluation counseling, and
12 treatment of drug or alcohol dependency shall be charged against accrued and available sick
13 leave until exhausted, then against accrued and available vacation leave until exhausted, then
14 against unused personal holidays until exhausted, and then against leave without pay if
15 authorized by the employer.

16 (10) The laboratory that performs such analysis shall be SAMSHA-certified or
17 certified by the State Department of Health for such testing. Testing procedures for all employees
18 shall be governed by the same standards as apply to employees whose jobs require a
19 Commercial Driver's License under federal law. These standards include, but are not limited to,
20 those governing sample acquisition, chain of custody, laboratory selection, testing methods and
21 procedures, and verification of test results.

22 (11) If the County requests an MCCDA member to submit to a breathalyzer test,
23 the member shall be informed at that time that they have the right to verify the results of such
24 test with a blood-based test. If the member requests a blood-based verification test, the
25 Association shall reimburse the County for the additional cost of such test, unless the results of
26 the blood-based test results differ from the breathalyzer test by more than ten percent (10%), in
27 which case the County shall bear the cost of both tests. A urine or blood sample taken pursuant
28 to the program implemented under this section shall be split in approximately equal parts at the

1 time it is given. This sample shall be stored in a secure refrigerated location for a period ending
2 not sooner than five (5) days after the employee is notified of any urinalysis of the first sample
3 indicating a presence of a regulated substance at a level exceeding the standard set forth in this
4 program (i.e., "tests positive" test result). During this period the employee may request that the
5 second part of the sample be retested and such retest shall be conducted. The County will
6 contract with a medical doctor trained in toxicology to act as a Medical Review Officer (MRO).
7 They will review preliminary positive tests with employees and any relevant health care providers
8 before the results are reported to the County. Based on their professional judgment, they may
9 change the preliminary positive test result to negative or inconclusive. (NOTE: The County will
10 not be able to distinguish a test result that is negative or inconclusive by MRO intervention from
11 any other negative or inconclusive test result.) In addition, the following safeguards will apply:

12 a. Test results will be issued by the testing laboratory only to the
13 investigatory or supervisory personnel designated by the County. The results will be sent by
14 certified mail or hand-delivered to the employee within three (3) work days of receipt of the
15 results by the County.

16 b. If the employee disagrees with the results of the alcohol or drug test,
17 the employee may request in writing within five (5) days of receipt of the test results, that the
18 sample be retested at the employee's expense by a State or SAMSHA-certified testing
19 laboratory selected by the employee. Failure to make timely written request for a retest shall be
20 deemed acceptance of the test results. If an employee requests a retest, any disciplinary action
21 shall be stayed pending the results of retesting.

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

25
26
27 H. Defense and Indemnification. The County shall defend and indemnify employees
28 covered by this Agreement against all claims and judgments incurred in or rising out of the

1 performance of their official duties.

2 I. FMLA/OFLA Eligibility. Only actual hours worked will be counted when reviewing
3 the number of hours worked to determine if an employee meets the minimum hours worked
4 eligibility requirements to be covered under FMLA and/or OFLA. Paid time off (such as vacation
5 leave, sick leave, and compensatory time taken) does not count toward FMLA and OFLA
6 eligibility requirements.

1 **ARTICLE 13**

2 **WORKERS' COMPENSATION**

3 1. The County shall provide to all members of the bargaining unit full coverage as required
4 pursuant to the provisions of the Oregon Workers' Compensation Act.

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

15 3. The County shall supplement the amount of statutory benefits received by the employee
16 for temporary disability due to occupational injury, illness or disease in an amount which,
17 coupled with Workers' Compensation payments, will insure the disabled employee the
18 equivalent of one hundred percent (100%) of their semi-monthly net take-home pay, up to
19 twenty-four (24) months, subject to the following conditions:

20 A. Supplemental benefits shall only be payable for those days compensated by
21 Workers' Compensation time loss.

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

24 C. To the extent not compensated by Workers' Compensation benefits, the day
25 following the first day of occupational disability and the next succeeding day shall be
26 compensated as time worked if such days would have been workdays.

27 4. If the County or its agent denies the claim or if the employee accepts a compromise
28 settlement of a disputed claim, the employee's absence from work shall, to the extent not

1 compensated as time loss by the County, be paid from and charged against their sick leave.
2 However, if a denied claim is subsequently accepted or reversed, sick leave will be restored,
3 and the associated sick pay will be recovered through payroll deduction for the amount of
4 compensated time loss.

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

7 6. The County shall continue to provide medical and dental benefits as provided by Article
8 from the first day of occupational disability subject to the limitations of Article 12, Health and
9 Welfare, if any, for a period of twenty-four (24) months or such longer period as required by law.

10 7. The County and the employee shall continue to make retirement contributions, including
11 employee "pick-up", based upon the appropriate percentage of supplemental benefits paid,
12 throughout the period that the employee receives such benefits.

13 8. The employee shall receive their supplemental benefits for a given pay period on the
14 regular payday for that period.

15 9. If an employee sustains an injury during their probationary period, the employee's
16 probation may be extended by written agreement of the Association and the County.

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

22 A. Written Election. Eligible employees who wish to participate in the PERS
23 Continuation Program shall sign an election form and present it to the Multnomah County Finance
24 Division, Payroll Office.

25 B. Benefits. The employee will receive one-hundred percent (100%) of their regular
26 straight time salary (including premiums being paid just prior to initiation of any workers' comp-
27 related time loss payments) retroactive to and including the first day of the pay period in which
28 the election is made. The County will also make full PERS contributions, including employee

1 "pick-up," for the same time period. However, the County is not required to pay these benefits
2 for days the employee receives regular salary under Section 13 (3) of this Article. In addition,
3 these benefits shall only be payable for those days compensated by Workers' Compensation
4 time loss on an approved claim. If an award of retroactive benefits is made on an approved
5 claim, the employee may elect to participate in the PERS Continuation Program at the time the
6 decision to award benefits is made. The effective date of the election will be retroactive to the
7 earliest date for which the employee receives retroactive Workers' Compensation benefits. If an
8 employee elects to participate in the Program but their claim is not approved, the election will be
9 void and the employee will be entitled to exercise the election on another occasion. However,
10 because the election stays in effect for three (3) continuous years from the first (1st) date for
11 which the employee actually receives PERS Continuation Benefits under this program, a
12 Workers' Compensation claim denial after the employee has received PERS Continuation
13 benefits under this program does not void the election or create a new election opportunity.

14 C. Duties of Participating Employees

15 (1) The employee must reimburse the County for an amount equal to the
16 Workers' Compensation benefits received. The employee electing to participate in this program
17 is not entitled to keep both wages and the Workers' Compensation benefits.

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

27 D. Other Provisions:

28 (1) Delinquency. An employee who fails to pay the County as required above

1 is considered delinquent. Employees who are delinquent may be required to pay penalties and
2 fees. These penalties and fees can accumulate up to twice the amount of the delinquent
3 Workers' Compensation equivalent payment.

4 (2) County Duty to Notify Employee. When an employee is delinquent, the
5 County shall notify the employee of the delinquency in writing. Notice shall be sent by certified
6 mail. The notice shall include the date on which the payment became delinquent, and the
7 principal amount owed and penalties accruing, and how the employee can cure the delinquency.
8 The notice shall also inform the employee of the right to appeal the amount of any collection fee
9 or penalty.

10 (3) Collection Fees for Late Payments. In addition to the missed payment, the
11 delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County
12 is also entitled to collect a delinquency penalty for each day of late payment after the employee
13 receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers'
14 Compensation benefit received by the employee for that pay period. For example, an employee
15 who repays an eight-hundred dollar (\$800) delinquency within one (1) week after receipt of the
16 notice of delinquency will be assessed fees and penalty of one-hundred six dollars (\$106) [fifty
17 dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties]. If an employee
18 repays the delinquency prior to receipt of the notice of delinquency, the employee will be
19 assessed only the fifty dollars (\$50) collection fee.

20 (4) The amounts owed by the employee can accumulate to an amount no more
21 than twice the amount of the delinquent time loss equivalent payment. Employees who are
22 physically or mentally disabled to such an extent that they cannot perform repayment obligations
23 will not be assessed penalties during the period of such incapacity. In addition, an employee
24 who has never in fact cashed the Workers' Compensation benefit check and who returns the
25 check to the County shall not be assessed a daily delinquency penalty. These exceptions shall
26 be enforceable through the grievance procedure.

27 (5) Request for Penalty Waiver. A delinquent employee may request waiver of
28 a delinquency penalty or collection fee. The request shall be in writing to the Director of the

1 County's Finance Division. The request shall state the reasons for the late payment. The request
2 must be made within ten (10) days after the delinquent payment is made, or ten (10) days after
3 receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to
4 waive or reduce the fee or penalty imposed.

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

10 E. Length of Coverage. An employee may choose to be covered under the PERS
11 Continuation Program only once for the employee's entire career as a Corrections Officer with
12 Multnomah County. Once selected, the election shall continue for three (3) continuous years from
13 the effective date of the election. The eligible employee is entitled to receive benefits under the
14 program for the entirety or for any portion of the election period for any compensable claims.

1 **ARTICLE 14**

2 **SENIORITY AND LAYOFF**

3 1. **Definition of Seniority**

4 Seniority shall be determined as follows:

- 5 A. Total length of unbroken service within job classification; if a tie occurs, then
- 6 B. Total length of unbroken service within the bargaining unit; if a tie occurs, then
- 7 C. Total length of unbroken service with the Corrections Branch; if a tie occurs, then
- 8 D. Total length of unbroken service with the County; if a tie occurs, then
- 9 E. Score on the Civil Service examination; if a tie occurs, then
- 10 F. Filing date of the application.

11 2. **Computation of Seniority**

12 A. Seniority at contract signing Seniority from the signing date of this Agreement shall
13 be in accordance with the seniority list posted on the County's website, as set forth in Article 21,
14 Section 13, and in the event of bumping or voluntary demotion to a vacancy in lieu of layoff, in
15 accordance with Section B. (6) below. Nothing contained in this Agreement shall affect already
16 determined dates of probationary service.

17 B. Seniority for time served subsequent to contract signing Seniority for time served
18 subsequent to the signing date of this agreement shall be in accordance with the following rules:

19 (1) Time on authorized leave taken with pay will be counted.

20 (2) Except to the extent required by law governing military leaves, if an
21 employee takes a leave of absence without pay which exceeds thirty (30) consecutive days, no
22 portion of the leave will count. However, this provision shall not apply to educational leaves
23 up to one year under article 11.5, and approved leaves under the Oregon Family Leave Act and
24 the Federal Medical Leave Act.

25 (3) Time spent in a trainee capacity (e.g., CETA, or Intern Programs) will not
26 be included.

27 (4) At the time of initial hire in a permanent capacity, temporary time served
28 which counts toward the probationary period as provided in Article 2.A. shall also count toward

1 seniority.

2 (5) Time spent in a classification in previous government service will be
3 included if the employee transferred in accordance with ORS 236.610 through 236.650.

4 (6) An employee who transfers to a lower classification in the promotional line
5 within the bargaining unit will be understood, for purposes of these guidelines, as having accrued
6 seniority in their present classification plus the seniority accrued in the higher classifications held
7 by them prior to their transfer.

8 (7) Time spent on layoff will not be included.

9 (8) Service is "broken" for purposes of this Article by discharge, voluntary quit
10 from employment with Multnomah County, promotion or transfer out of the bargaining unit except
11 as specifically provided in Subsections 3.B.(2)d.4. and 3.B.(2)d.5., below, or expiration of the
12 layoff list.

13 3. Application and Seniority

14 A. Retirement. It is understood that seniority dates as established in this Agreement
15 do not apply to retirement benefit calculations.

16 B. Layoff and Bumping

17 (1) The Basic Layoff Rule. Reductions in force are to be identified by
18 classification. Employees holding positions shall be subject to transfer, demotion, or layoff
19 options in inverse order of seniority.

20 (2) Bumping

21 a. Definitions

22 1. Bumping. The replacement of an employee with less seniority
23 by an employee with more seniority.

24 2. Promotional Line. A "promotional line" refers to a series in
25 which the higher classification requires service in the lower classification as a prerequisite. The
26 following promotional line is recognized for the purposes of the layoff provisions of this
27 Agreement: Corrections Officer, Corrections Supervisor (Sergeant).

28 3. Classification previously held. A "classification previously

1 held" refers to a classification in which the employee served as a regular employee.

2 b. Bumping employees in the same classifications. If no vacancy
3 exists, the employee may bump an employee with less seniority.

4 c. Bumping employees in a lower classification. An employee who is
5 subject to layoff may transfer to a lower classification in the same promotional line, or to a
6 classification previously held, if (1) a vacancy exists, or (2) if no vacancy exists, the employee
7 has more seniority than the employee in the lower classification. For purposes of this subsection
8 seniority includes unbroken service accumulated in both the higher and lower classifications in
9 accordance with 3.B.(2)a.ii. above.

10 d. Special employee categories

11 1. Employees without permanent status. Within a classification,
12 temporary and other employees who do not have permanent status will be laid off before
13 employees with permanent status, will not be placed on layoff lists, and do not have bumping
14 rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's
15 judgment.

16 2. Permanent employees on temporary appointment. A person
17 who had acquired permanent, non-probationary status in a classification and who subsequently
18 is given a temporary appointment shall be entitled to reappointment in his former classification
19 under the guidelines of this procedure.

20 3. Probationary employees. Time spent on layoff will not count
21 toward the probationary period.

22 4. Trial service period. The trial service period shall not exceed
23 one (1) year. An employee who has not completed a trial service period following promotion and
24 is laid off or terminated for non-disciplinary reasons shall be afforded bumping rights to the
25 classification previously held prior to promotion according to seniority. Time served in the higher
26 classification shall be deemed service in the classification previously held. For purposes only of
27 this subsection, the first year of service in an exempt Corrections Branch classification shall be
28 deemed a trial service period and time served shall be treated as in any other classification.

1 5. Exempt Corrections Branch Employee. An employee may be
2 bumped by an exempt Corrections Branch employee who was previously a member of the
3 bargaining unit and who either fails probation at the exempt management position or is demoted
4 by reason of budgetary reorganization or pursuant to Multnomah County Code 9.120(C). In such
5 event only time served in bargaining unit status shall be counted.

6 (3) Notification and Placement on the Layoff List

7 a. Notice. All employees who may be subject to layoff shall be given
8 notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall
9 stipulate the reason for layoff, advise that the layoff is for reasons not reflecting discredit on the
10 employee, and inform the employee of any transfer or demotion option which the employee may
11 possess under this Agreement. The Association shall also receive such notification.

12 b. Offer of Transfer or Demotion. An employee who is subject to
13 layoff and who is offered a transfer and/or demotional option will indicate a preference
14 within five (5) days of receipt of notice. Failure to do so will be deemed as agreement to accept
15 layoff status.

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

22 d. Time in Layoff Status. Employees are entitled to have their names
23 remain on a layoff list for twenty-four (24) months from the date of layoff or demotion in lieu of
24 layoff. Employees will be removed from the layoff list only under the following circumstances:

- 25
- 26 1. Upon written request of the employee; or
 - 27 2. Upon election to take retirement status; or
 - 28 3. Upon acceptance of permanent reappointment from the layoff

1 list; or

2 4. Upon declining an offer of permanent reappointment; or

3 5. Upon failure to receive a response to a certified letter sent to

4 the employee's last known address within fourteen (14) days of its having been mailed.

5 (4) Recall of Laid-Off Employees. When a vacancy occurs in a classification

6 for which a layoff list exists, the employees on the list shall be recalled in order of their seniority.

7 Failure of the County to recall a laid-off employee will be permitted only when the manager

8 submits clear justification in writing to the employee and the Association that re-employment

9 would not be in the best interest of the County by reasons that the employee is no longer qualified

10 for the position. The above justification shall be reviewed and processed in accordance with the

11 rules governing dismissal for cause. All laid-off employees in a classification must be recalled

12 before the County may fill a vacancy in the classification through the normal examination

13 process.

14 C. Shifts and Days Off. Whenever there is more than one (1) shift within the same

15 job classification, employees shall, on an annual sign-up basis, indicate their preference of

16 facility, shift and days off according to their respective seniority. The Corrections Commander or

17 their designee will make shift/days off/facility assignments based on seniority preference to the

18 extent that they determine they are consistent and do not conflict with the needs of the Office of

19 the Sheriff. Such determinations by the Corrections Commander shall be reasonable. However,

20 probationary deputies may be reassigned or rotated among shifts and facilities for any reason.

21 If vacation bidding by shift is terminated pursuant to the MOU between the parties, this section

22 shall thereafter be read as though the word "facility" did not appear herein.

23 4. Work assignment. The County reserves the right to make work assignments; however,

24 no assignment shall be for solely arbitrary or capricious reasons. The County shall use a

25 competitive selection process for special assignments. Upon request, the Association will be

26 provided with the final ranked list of qualified applicants for these off-line positions. Prior to the

27 notice of interest being published, the non-represented manager responsible for managing the

28 unit will give the MCCDA President or designee an opportunity to review and discuss the

1 selection process. If the employer elects to use an application process for filling a particular
2 “special assignment” at a given time, it shall use a process that provides general notice of the
3 opportunity to the bargaining unit. Upon written request to the Chief Deputy, non-selected
4 applicants will be provided feedback for improvement.

1 **ARTICLE 15**

2 **HOURS OF WORK**

3 1. **Work Day**

4 A. The regular hours of each workday shall be consecutive hours plus a fifteen (15)
5 minute roll call security briefing when scheduled.

6 B. Mandatory overtime at the end of (or prior to) the regular shift will be no longer
7 than four (4) additional hours except in a bona fide emergency. In order to reduce the
8 occurrences of mandatory overtime, the County may maintain and utilize non-permanent,
9 unallocated deputy positions, and the County may assign shifts to individuals working in
10 unallocated deputy positions after the County has completed the following Overtime Hiring and
11 Voluntary Overtime process to fill any and all post vacancies on the shift first with bargaining unit
12 members:

13 1st Preference, PC 2nd Preference, All Call 8-hours, All Call 8-hours all facilities, 7th day, and
14 8-hour VMOT. Individuals working in unallocated deputy positions may be bumped by bargaining
15 unit members up to seven and a half (7.5) hours before a shift.

16 Individuals working in unallocated deputy positions must be a former MCCDA
17 bargaining unit member and meet MCSO's qualifications for the duties assigned.

18 Either party may request to reopen negotiations regarding the use of individuals
19 working in unallocated positions not sooner than twelve (12) months and not later than fifteen
20 (15) months from the date of ratification of this Agreement, and if reopened, the parties will
21 engage in mid-term bargaining.

22 C. Employees shall be entitled to be paid for all time they are required to be on the
23 job, or at the corrections facilities, including but not limited to the 15-minute roll call security
24 briefing, and all other portions of their work shift. Nothing in this section shall be construed to
25 prevent the employer from scheduling the fifteen (15) minute briefing period as part of the eight
26 (8) hour work shift, but if the employer schedules it outside said shift, the employer shall
27 compensate employees for the time outside the shift.

1 D. Alternative Work Schedules. Greater flexibility in scheduling which benefits
2 employees on Special Assignments and the County, may be implemented, provided that such
3 schedules are in writing, and are agreed upon by the Association and the Labor Relations
4 Manager. A copy of any such agreed-upon schedules shall be provided to all directly affected
5 employees. Work schedules created under this section shall be subject to the terms of this
6 Agreement.

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

12 F. Compensatory Time Off. In lieu of overtime under Article 16, Section 5, employees
13 may elect to receive equivalent compensatory time off with pay to a maximum of ninety-six (96)
14 hours in a calendar year. Any employee who has already received ninety-six (96) hours
15 compensatory time in that calendar year may not elect to receive equivalent compensatory time
16 off for additional overtime in that calendar year.

17 Employees may schedule any approved compensatory time off subject to the following
18 procedures and conditions:

19 (1) Employees will be permitted to sign up for compensatory time off only after
20 completion of designated vacation leave/personal holiday calendar slots as set forth in the 2001
21 Memorandum of Understanding entitled “Memorandum of Understanding: Vacation Scheduling
22 for MCCDA Members.” Compensatory time accruals are not counted in the vacation
23 leave/personal holiday calendar for designation of slots. Compensatory time may only be taken
24 if a space is available in the vacation leave/personal holiday schedule. Compensatory time shall
25 not be substituted for vacation scheduled during the annual seniority bidding process. Ninety
26 (90) days prior to the end of each calendar year the County may give written notice to MCCDA
27 that the County may cash out time balances in excess of forty (40) hours for the last pay period
28 in December of each year. During January of each year, employees may request cash-out of

1 compensatory time balances in excess of forty (40) hour, to be paid the last pay period of
2 February of that year.

3 (2) Employees may sign up for a maximum of ninety-six (96) hours for the
4 calendar year.

5 (3) Employees must sign up for compensatory time off in increments of eight
6 (8) hours for employees who work five (5) eight (8) hour shifts and ten (10) hours for employees
7 who work four (4) ten (10) hour shifts.

8 (4) If an employee does not have sufficient compensatory time in their
9 compensatory time account on a date the employee has designated for compensatory time off,
10 the portion of the shift not covered by compensatory time will be charged to the employee's
11 vacation or personal holiday accruals, at the employee's discretion.

12 If the employee does not have sufficient compensatory time, vacation time
13 or personal holidays available for that day, the employee will be considered AWOL and will be
14 subject to discipline, up to and including discharge, consistent with applicable law.

15 (5) In the event an employee wishes to cancel a designated compensatory time
16 off day, he/she must provide written notice of intent to cancel to the on-duty OIC at least twenty
17 (20) days prior to the scheduled compensatory time off. If an employee fails to provide such
18 notice and shows up for work, he/she may be sent home with no payment for show up pay.

19 Employees who fail to cancel compensatory time are also subject to appropriate
20 disciplinary action.

21 (6) The procedures for cashing out, accruing and scheduling compensatory
22 time off will be repeated each year, subject to the terms and conditions outlined above.

23 2. Work Week. The workweek shall consist of seven (7) days, during which each employee
24 will be scheduled to work five (5) consecutive days of eight (8) hours per day with two (2)
25 consecutive days off or four (4) days of ten (10) hours per day with three (3) days off. Except for
26 the fifteen (15) minute briefing period, any work in excess of forty (40) hours within a workweek
27 shall be subject to the payment of overtime, per Article 16. Alternative work schedules may be
28 implemented upon mutual agreement of the parties.

1 3. Time Off Between Shifts. No employee shall be required to work more than one (1) shift
2 with seven (7) hours and forty-five (45) minutes or less off, between shifts, during each
3 scheduled work week and except as provided in Section 4 shall have not less than forty-seven
4 (47) hours and forty-five (45) minutes off between scheduled work weeks, unless voluntarily
5 waived.

6 4. Work Schedules

7 A. Posting and Vacation Relief. Except as provided in Sections 5 and 6 of this
8 Article, and during a bona fide emergency, work schedules including any overtime
9 showing each employee's shift, work days and hours shall be posted on all employee bulletin
10 boards at all times and shall not be changed unless posted for ten (10) days.

11 B. Change of Days Off. Change of shifts and/or days off as the result of the annual
12 sign-up or voluntary shift or day off changes may necessitate on a temporary basis irregular
13 scheduling of days off to include split weekends as well as shorter than normal periods between
14 shifts or weekends. Such changes are allowable without application of other provisions of this
15 Agreement provided:

16 (1) Limitation of disruption of days off. Days off following fourteen (14) days of
17 assignment to the new shift shall be in accordance with the new weekend days assigned.

18 (2) Break days. The employee shall not be scheduled to work more than five
19 (5) days in a row without an unpaid break day. Hours worked in excess of these five (5) days
20 shall be paid at the overtime rate of pay. Days worked immediately prior to the shift change shall
21 be included in the five (5) day requirement of this subsection.

22 (3) Time between shifts

23 a. Involuntary changes. In cases of involuntary shift changes, the
24 employee's new shift shall not begin less than twenty-three and three-quarter (23.75) hours
25 following the end of the last shift; provided, however, this limitation shall not apply upon return
26 to original shift in instances of temporary shift changes. An employee may voluntarily waive this
27 provision.

1 b. Voluntary changes. In cases of voluntary changes, the employee's
2 new shift shall not begin less than eight (8) hours following the end of the last shift, except when
3 the employee has voluntarily agreed to work a shift immediately following their regularly
4 scheduled shift in lieu of working their following regularly scheduled shift within the same work
5 week. In such case, no break will be required between shifts. Voluntary shift changes shall be
6 assigned based on seniority to employees who respond within fifteen (15) minutes of a general
7 radio broadcast at the facility where the opportunity arises.

8 c. Annual sign-up. Shift changes at the time of the annual sign-up shall
9 be deemed voluntary unless the employee is not granted their expressed shift preference from
10 remaining options at the time the employee signs up.

11 (4) Shift weekends. No change of shift under the terms of this section shall
12 result in more than one (1) split weekend. It is further specifically understood that in the instance
13 of a temporary change in shift during the year no more than two split weekends would result, i.e.
14 one (1) going into the temporary shift and one (1) upon return to the permanent shift.

15 (5) Semimonthly. No employee shall be paid less than eighty (80) hours in a
16 semimonthly pay period as the result of the application of the provisions of this section; provided
17 further, however, that hours worked in excess of eighty (80) hours in a pay period as the result
18 of the application of this Article shall not be eligible for overtime except as provided in Subsection
19 (2) Break days. Employees who are paid less than eighty (80) hours in a semimonthly pay period
20 will be compensated additional make up time so that employee's pay equals eighty (80) hours.
21 Make up time is not considered authorized work for purposes of Article 16, Section 5.

22 C. Bidding Under Alternative Work Schedules. The parties acknowledge that during
23 the term of the predecessor agreement, the Association has agreed to allow alternative work
24 schedules for certain special assignments. Bidding within such alternative work schedules shall
25 be by bargaining unit seniority except where the County has an operational need to assign
26 particular personnel to a particular schedule. The County must give written notice to the
27 Association of proposed exceptions to seniority at least two weeks prior to the start of the bidding
28 process.

1 5. Voluntary Shift Changes.

2 A. Except as provided in Section 4 above, all shift changes shall be made on a
3 voluntary basis and for a single shift only.

4 B. Any employee voluntarily changing a shift will be paid a premium in accordance
5 with Article 16, Section 9.

6 6. Voluntary Waiver of Ten (10) Days Notice. An employee may at any time voluntarily
7 waive the ten (10) day notice of shift and schedule change by signing a waiver authorization
8 form.

9 7. Continuous Operations. Employees engaged in continuous operations are defined as
10 being any employee or group of employees engaged in an operation for which there is regularly
11 scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for
12 employees engaged in continuous operations shall consist of five (5) consecutive eight
13 (8) hour days, four (4) ten (10) hour days or alternative schedule.

14 8. Security Briefings. Corrections Officers may be required to attend security briefing for 15
15 fifteen (15) minutes before the commencement of each shift.

16 9. Court Subpoenas or Writs. Employees in receipt of a subpoena, summons, or writ shall
17 immediately notify the employee's facility commander of the scheduled time of appearance or
18 deposition. A copy of the subpoena, summons, or writ shall be delivered to the facility
19 commander as soon as practicable. Upon completion of court appearance or deposition, if during
20 a regularly scheduled shift, the employee shall contact the facility commander for reassignment.
21 The parties agree that the terms set forth in Addendum G shall apply.

22 10. Meal Periods. Subject to interruption based on operational needs, all employees shall be
23 granted a thirty (30) minute meal period during each work shift, which shall be with pay. The
24 County shall permit any employee who is requested to and does work two (2) hours beyond his
25 regular quitting time, time off for his meal. Whenever practicable, meal periods shall be
26 scheduled in the middle of the shift.

27 11. Meal Costs Not Included in Overtime Calculations. In accordance with 29 CFR 548.304,
28 the parties agree that the cost of meals shall not be included in regular pay for the purpose of

1 computing overtime.

2 12. Overtime Waiver. The parties waive application of ORS 653.268.

3 13. Implementation of 7.k. Provision of the FLSA. The parties recognize and agree that the
4 Office of the Sheriff has implemented a 7.k. exception in connection with the effective date of
5 application of the Fair Labor Standards Act to State and Local Government, April 15, 1986. The
6 terms of the exception are:

7 Work Period - 28 days

8 Maximum Hours - 165.5

1 **ARTICLE 16**

2 **WAGES AND CLASSIFICATIONS**

3 1. Wages and Classification Schedule

4 A. Employees shall be compensated in accordance with the Wage Schedule
5 attached to this Agreement and marked Addendum "A". The attached Wage Schedule shall be
6 considered a part of this Agreement. Employees will advance one step in their respective
7 classifications on each anniversary of their employment.

8 B. When any position covered by this Agreement but not listed on the Wage
9 Schedule is established, the County may designate a job classification and pay rate for the
10 position, which rate shall bear a just and proper relationship to existing rates within the
11 bargaining unit. If the Association does not agree that the classification and/or rate are proper,
12 the parties mutually agree to meet and confer on the specific objections raised by the
13 Association.

14 C. Whenever an employee performs work in a higher classification four (4) hours or
15 more, the employee shall be paid for the entire period of such work at the rate assigned to the
16 higher classification in the appropriate step according to promotional policy.

17 D. Employees who work regularly on a part-week basis in a higher classified job will
18 be paid the higher rate for all hours worked in such assignment.

19 E. Management will not attempt to avoid paying the higher rate by rotating the
20 assignment or by other circumvention.

21 F. Longevity Pay. Employees who have completed six (6) years of County service
22 shall receive, as part of their regular rate of pay, a longevity incentive payment of two and
23 one-half percent (2.5%) of the applicable base hourly wage set forth in Addendum "A".

24 Employees who have completed fourteen (14) years of County service shall
25 receive, as part of their regular rate of pay, an additional one percent (1%) of their applicable
26 base hourly wage for a total longevity premium of three and one-half percent (3.5%) after
27 fourteen (14) years.

1 Employees who have completed twenty (20) years of County service shall
2 receive, as part of their regular rate of pay, an additional one and one-half percent (1.5%) of
3 their applicable base hourly wage for a total longevity premium of five percent (5.0%) after
4 twenty (20) years.

5 Any categories of premium pay or achievement incentive shall be compounded
6 on top of longevity pay.

7 County service is defined as County service in classified and/or unclassified
8 positions, but does not include service as a temporary employee, on call employee or service
9 that was less than half time. County service definition contained herein, does not impact any
10 employees who have already qualified for longevity pay. The obligations set forth in this
11 paragraph shall be governed by the terms of the December 22, 2004 Memorandum of
12 Understanding between the parties.

13 2. Pay Periods. Except as provided herein, the salaries and wages of employees shall be
14 paid semi-monthly in accordance with current practice. In the event the payday is on a holiday,
15 the preceding day shall be the payday.

16 3. Reporting Time. Any employee who is scheduled to report for work and who presents
17 himself for work as scheduled but where work is not available for him, shall be excused from
18 duty and paid at this regular rate for a day's work.

19 4. Call-In Time. Any employee who is called to work outside his regular shift shall be paid
20 for a minimum of four (4) hours at the rate of one and one-half (1-1/2) times the regular rate.
21 This provision does not apply to compensation for court appearances, nor does it apply to
22 training time or range time scheduled within forty-five (45) minutes of the beginning or end of an
23 employee's shift.

24 5. Overtime. One and one-half (1-1/2) times the employee's regular hourly rate of pay shall
25 be paid for all overtime worked outside of the employee's regular schedule, except no overtime
26 will be paid for the second fifteen (15) minute briefing period for employees who work back-to-
27 back shifts. Also, overtime pay shall not be paid twice for the same hours. "Authorized work"
28 performed under this section shall exclude paid leave charged to sick use that is in excess of

1 forty (40) hours in a calendar year, but shall include all other paid leave and the unpaid time
2 Association Executive Board members spend performing union activities. An employee is not
3 eligible to receive overtime pay for shifts worked in a seven (7) day workweek until forty (40)
4 hours of authorized work has been completed. However, if an employee is directed to work
5 mandatory overtime, the employee will receive overtime pay. Overtime pay shall be granted
6 under any of the following conditions:

7 A. All authorized work performed in excess of eight (8) hours in any work day for a
8 five (5)-day, forty (40)-hour-a-week employee or in excess of ten (10) hours in any work day for
9 a four (4)-day, forty (40)-hour-a-week employee during the 24-hour period which begins the first
10 hour of an employee's regularly scheduled work day; however, this provision shall not apply to
11 voluntary shift changes under Article 15, section 5 and Article 16, section 9.

12 B. All authorized work performed in excess of forty (40) hours in any workweek.

13 C. Overtime worked shall be considered all work performed fifteen (15) minutes after
14 the end of a normal shift, and all time over fifteen (15) minutes shall be considered one-half (1/2)
15 hour for pay purposes.

16 D. All authorized work performed on the first day following the normal work week shall
17 be paid at the rate of one and one-half (1-1/2) times the employee's regular rate. A "normal
18 workweek" requires forty (40) hours of authorize work as defined above.

19 E. All authorized work performed on the second day or third day (if scheduled to work
20 4/10 schedule) following the normal work week shall be paid for at the rate of two (2) times the
21 employee's regular rate, provided that the employee has worked such overtime as was offered
22 the employee in the first day following the normal work week. In no case shall double time apply
23 to a day declared a state of emergency by the Governor or the Multnomah County Chair;
24 however, the double time will be reinstated after thirty (30) days if the state of emergency lasts
25 for more than thirty (30) continuous days.

26 The December 15, 2006 Memorandum of Understanding between the parties shall
27 continue to govern the interpretation of this section. Any disputes over the interpretation of this
28 section shall be resolved by reference to that MOU.

1 6. Court Time. Whenever an employee is required to appear in court outside their regularly
2 scheduled shift, the employee shall be compensated for such time at the rate of one and one-
3 half (1-1/2) times the regular rate for all time spent in such court appearance, with a minimum of
4 four (4) hours compensation at the overtime rate. This minimum guarantee shall not be
5 applicable to court time which includes an extension directly prior to or immediately after the
6 employee's regularly assigned shift.

7 7. Distribution. All overtime work shall be distributed as equitably as practical among
8 employees within the same job classification in each agency. The requirement of Article 15,
9 Section 1, concerning the workday, shall be controlling. No employee will be required to work
10 more than an eight (8)-hour day if on a five (5) eight (8) schedule or ten (10) hours if on a four
11 (4) ten (10) schedule, where volunteers, including seventh (7th) day volunteers, are available to
12 perform the work, except in a bona fide emergency.

13 8. Mileage Pay. Whenever an employee is temporarily required to report to work at any
14 location more distant from their home than their permanent place of reporting, they shall be paid
15 at the rate approved by the IRS for non-taxable reimbursement of such expenses for the
16 additional miles traveled. This provision will not apply when there is a permanent change in
17 reporting location as determined by management, nor will it apply whenever an employee is
18 required to appear in court and a county car is available. Current practices regarding pay during
19 travel to and from temporary reporting locations shall be continued. Payment for mileage will be
20 made when an individual has accumulated a minimum of twenty dollars (\$20) or at the end of
21 the fiscal year, whichever first occurs.

22 9. Shift Differential. In addition to the established wage rates, the County shall pay an hourly
23 premium of three percent (3%) to employees for all hours worked on shifts beginning between
24 the hours of 12:00 Noon and 8:00 p.m., and an hourly premium of four percent (4%) to
25 employees for hours worked on shifts beginning between the hours of 8:00 p.m. and 4:00 a.m.,
26 and an hourly premium of five percent (5%) for all employees who are assigned to work a relief
27 shift. Employees assigned a shift change pursuant to Article 15, Section 5, shall be paid an
28 hourly premium of twenty percent (20%) for all hours worked on the assigned shift change.

1 10. Trainer Pay. Employees who are required to perform the extra duties of a Trainer shall
2 be paid a differential of eight percent (8%), in addition to his base pay, for all time spent
3 performing the duties of a Trainer.

4 11. Emergencies. Officers will respond to all emergencies when called.

5 12. CNT/CERT Team Pay. A differential of six percent (6%) over the base rate shall be paid
6 to employees who are assigned to the Corrections Emergency Response Team for all time in
7 the assignment.

8 13. Court Cars. The existing practice of providing court cars shall be continued; provided,
9 however, it is understood that such cars are available on a "first come, first served" basis.

10 14. Pension. Employees shall not be required to report to work on their last day before
11 retirement, provided they are in an approved paid status. An employee may not be scheduled
12 for vacation greater than two (2) full pay periods immediately prior to the termination date.

13 A. PERS/OPSRP Membership. Employees shall be eligible for participation in the
14 Oregon Public Employees Retirement System (PERS) (coverage for Police Officers and
15 Firefighters) and Oregon Public Service Retirement Plan (OPSRP) (coverage for Police Officers
16 and Fire Fighters), pursuant to ORS 237, 238 and 238A and subject to the terms and conditions
17 of the Agreement, dated January 22, 1982, integrating the Multnomah County Employees'
18 Retirement System and PERS, such Agreement having been entered into between the Oregon
19 Public Employees' Retirement Board and Multnomah County pursuant to the former provisions
20 of ORS 237.051 (now ORS 238.680).

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

22 The County shall "pick-up" the employee contribution to PERS , six percent (6%),
23 as permitted by ORS 238.205. The parties acknowledge that the pick up payment is inapplicable
24 to employees who are not PERS members due to insufficient service. If for any reason the "pick
25 up" shall become no longer legally available, the County shall on the last payroll period of this
26 Agreement increase the wages of any affected employees by six percent (6%) and return to the
27 limited "pick up" in effect on June 30, 1998, including but not limited to the terms of compensation
28 then in effect for non-PERS members. Pursuant to ORS 238.205(5) and (6), the parties agree

1 and acknowledge that employee compensation was reduced in order to generate the funds
2 needed to make these employee contributions to the employee accounts; the employer will file
3 any required notices with the Public Employees Retirement Board.

4 To the extent allowable by law, the required employee contribution of six percent
5 (6%) of wages to OPSRP is deemed to be “picked up” by the County for the limited purposes of
6 Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies.

7 C. OPSRP “Pick-Up.”

8 The County shall “pick-up” the employee contribution to OPSRP, six percent (6%),
9 as permitted by ORS 238A.335(1). The parties acknowledge that the pickup payment is
10 inapplicable to employees who are not OPSRP members due to insufficient service. If for any
11 reason the ORS 238A.335(1) “employer pick-up” shall become no longer legally available, the
12 County shall on the last payroll period of this Agreement increase employee wages by six
13 percent (6%) and return to the limited “pick-up” provision provided for prior to June 30, 1998,
14 including but not limited to terms of compensation for non-OPSRP members. Pursuant to ORS
15 238A.335(2)(a) and (3), the parties agree and acknowledge that employee compensation was
16 reduced in order to generate the funds needed to make these employee contributions to the
17 employee accounts; the employer will file any required notices with the Public Employees
18 Retirement Board.

19 To the extent allowable by law, the required employee contribution of six percent
20 (6%) of wages to OPSRP is deemed to be “picked up” by the County for the limited purposes of
21 Section 414(h)(2) of the Internal Revenue Code and any related federal or state tax policies.

22 D. OPSRP Employer Local Option Contribution

23 Beginning on July 21, 2011 and effective thereafter, no new hire covered by the
24 provisions of this collective bargaining agreement shall be entitled to or receive any Local Option
25 contributions.

26 15. Re-opener. If the County's good-faith estimate of general fund operating resources in the
27 executive budget for the fiscal year falls fifteen percent (15%) or more below the actual general
28 fund operating resources of the immediately preceding fiscal year, any general wage increase

1 provided by this agreement for the fiscal year for which such reduced revenue is projected shall
2 not be implemented and negotiations over the terms of a substitute general wage provision for
3 the affected fiscal year will commence immediately upon notification to the Association of a
4 proposed wage reduction or within fourteen (14) days of written notification to the Association of
5 the shortfall.

6 16. Calculation of Regular Pay, Premium Pay, Overtime Rate and Grand Total Gross

7 A. Regular Pay. Regular Pay is Base Pay identified in Addendum A-1 plus
8 Achievement Pay and Longevity Pay calculated in the following mathematically expressed
9 sequence:

10 First: Employee's base wage + Employee's Achievement
11 Incentive = "n"

12 Second: "n" + Employee longevity pay (e.g. longevity % x "n") = "n1"
13 ("n1" is the "regular pay" referred to in this collective bargaining
14 agreement.)

15 B. Premium Pay

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

17 Example: CERT x "n1" = CERT Pay

18 Translator x "n1" = Translator Pay

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

20 Shift premium is applied on top of other premiums, if such other premiums are not applied
21 to all hours worked, e.g. ("n1" + occasional premiums) x shift differential = Shift Differential Pay.

22 C. Average Overtime Rate

23 First: Regular Rate "n1" x all hours worked during the
24 FLSA week = Straight Gross.

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

26 Example: CERT x Hours = a1

27 Translator Pay x Hours = a2

28 Shift Differential x Hours = a3

1 a1 + a2 + a3 = Premium Gross

2 Third: Straight Gross + Premium Gross = Total Gross

3 Fourth: Total Gross divided by all hours worked during the FLSA
4 week = Average Straight Time Rate.

5 Fifth: Average Straight Time Rate x Overtime Rate (1.5) =
6 Average FLSA Overtime Rate.

7 D. Grand Total Gross

8 First: Straight hours worked during the FLSA week x regular
9 rate "n1" = Regular Gross.

10 Second: Average FLSA Overtime Rate x All hours worked after forty (40)
11 = Overtime Gross

12 Third: Regular Gross + Premium Gross + Overtime Gross =
13 Grand Total Gross

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

20 18. Translator Pay. The Sheriff shall maintain a list of designated translators. The Sheriff
21 shall have the sole and exclusive right to select the languages and set the proficiency standards
22 for a translator. Employees who are on the list shall receive a three percent (3%) premium on
23 the base wage. All who qualify under the Sheriff's minimum standards shall receive the premium.

24 19. UNET Qualification Pay. Employees who have satisfied all the requirements for UNET
25 and are range-qualified, as determined by the Sheriff, will be paid an additional one and a half
26 percent (1 1/2%) premium on their base wages, effective on the first (1st) day of the pay period
27 following the arbitrator's decision. Employees who satisfy all such requirements after ratification

1 will be paid an additional one and a half percent (1 1/2%) premium on their base wage rate,
2 effective on the first (1st) day of the pay period following issuance of the arbitrator's decision.

3 20. Dive Team Premium. Employees assigned to the Dive Team shall be paid a six percent
4 (6%) premium over base wage for the duration of the assignment.

5 21. Education Premium Pay. Employees who have submitted proof of completion of
6 accredited college course work, shall receive education premium pay in the following amounts:

7 For completion of 90 hours college course work, an employee shall receive 1% premium

8 For completion of Bachelor's degree, an employee shall receive 3% premium. This premium pay
9 is not cumulative and employees are eligible for one level only

10 22. Retention Bonus. In addition to the wages outlined in Addendum "A," effective the first
11 pay period in the month following ratification of this agreement by both parties, a one-time bonus
12 to address job market conditions and retention, in the amount of 2% of base wages, with a
13 minimum of one thousand five hundred dollars (\$1,500) will be given to all active employees in
14 the bargaining unit as the date of ratification. One-time bonus payments will be subject to all
15 mandatory taxes and deductions.

16 Additionally, on July 1, 2023, all active employees in the bargaining unit as the date of
17 ratification and currently covered by this agreement, will receive a one time payment of \$3,000.

18 This one time payment is to address current job market conditions and employee retention.

1 **ARTICLE 17**

2 **CORRECTIONS SERVICE AND**

3 **TRAINING ACHIEVEMENT PROGRAM**

4 In order to maintain and improve officers' health and corrections skills, as well as to increase
5 their participation in community life, the parties adopt the following voluntary achievement
6 program for bargaining unit members:

7 1. Achievement Levels

<u>Level</u> <u>Step</u>	<u>Incentive</u> <u>Above</u> <u>Pay</u> <u>Wage</u>	<u>Requirements</u> <u>Outline</u>
I	5.00 %	<u>To qualify</u> Possession of a current Intermediate DPSST Certification.
II	10.00 %	<u>To qualify:</u> Possession of a current Advanced DPSST Certification

8 2. Explanation of Requirements

9 A. DPSST Corrections Certification

10 The officer must obtain and maintain Board on Police Standards and Training (DPSST)
11 Intermediate Corrections Certificate for Level I and Advanced Corrections Certificate for Level
12 II.

13 3. Entry Into the Program. When the employee has completed the requirements for initial
14 entry into the program for initial movement from Level I to Level II, they shall be entitled to
15 appropriate compensation under this program beginning with the first full pay period after
16 successful completion of the relevant requirements.

17 4. Program Modifications. In the event the DPSST certification requirements (in effect on
18 the effective date of this Agreement) are reduced, or if the DPSST Corrections Certification
19 Program is terminated, the County shall develop and implement substitute requirements at least
20 equal to those in effect on the effective date of this Agreement. From the date that DPSST

1 requirements are reduced or terminated until the date the County implements substitute
2 requirements, entry into a particular program level shall be prohibited if, in the County's
3 judgment, the employee who is seeking such entry would currently qualify only because of the
4 reduction or absence of DPSST requirements. Substitute requirements shall be effective only
5 after the Association has been given an opportunity to meet with the County to review and
6 discuss the requirements.

1 **ARTICLE 18**

2 **DISCIPLINARY ACTION**

3 1. **Discipline.** Employees may, in good faith for just cause, be subject to disciplinary action
4 by oral or written reprimand, demotion, forfeiture of vacation leave, forfeiture of personal
5 holiday(s), forfeiture of compensatory time, forfeiture of not more than one pay step reduction
6 for a specific duration of time, suspension without pay, dismissal, or any combination of the
7 above as outlined in the currently effective corrective action guidelines Special Order 02-02 and
8 the Agreement reached between the County and Association regarding Driving under the
9 Influence of Intoxicants on January 5, 2016; provided, however, that such action shall take effect
10 only after the County gives written notice of the action and just cause to the employee. During
11 the period of probation, the employee may be disciplined or dismissed without just cause.

12 2. **Corrective Action Guidelines.** If the County wishes to modify the corrective action
13 guidelines, it shall first provide the Association with separate written notice of the proposed
14 modifications, and shall not implement any modification s until bargaining to completion as
15 required by ORS 243.698.

16 3. **Just Cause.** Just cause shall include misconduct, inefficiency, incompetence,
17 insubordination, or failing to fulfill responsibilities as an employee.

18 4. **Right to Appeal.** Any permanent, non-probationary employee who is issued a written
19 reprimand, demotion, forfeiture of vacation leave, forfeiture of personal holiday(s), forfeiture of
20 compensatory time, forfeiture of not more than one pay step reduction for a specific duration of
21 time, suspended without pay, dismissal or any combination of the above as outlined in the
22 corrective action guidelines, for just cause shall have the right, subject to the provisions of the
23 Association Constitution, to appeal the action through the Grievance Procedure. The
24 Association shall submit such grievance at Step III of the grievance procedure not later than ten
25 (10) working days after the effective date of the disciplinary action.

26 5. **Reprimands.** If the County has reason to orally reprimand an employee, every
27 reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass
28 the employee before other employees or the public.

1 6. Internal Investigatory Procedures. Internal investigatory procedures shall be conducted
2 in a manner consistent with the provisions of Article 19 on Officers Rights of this Agreement.

3 7. Reinstatement. Any employee found to be unjustly suspended, demoted, or discharged,
4 shall be reinstated pursuant to the award of the arbitrator.

5 8. Personnel Records and Information

6 A. An employee or their representative, with written consent of the employee, may
7 inspect that employee's personnel file. Upon written request, an employee or their authorized
8 representative shall be given a copy of any materials in the employee's personnel file. The
9 County shall comply with ORS 652.750 concerning the inspection of records.

10 B. An employee shall be furnished a copy of any statement written for inclusion in the
11 employee's personnel file concerning the employee's conduct or work performance when the
12 material is first placed in the file or within a reasonable period of time.

13 C. Except as provided below, an employee may request and have removed from
14 Their personnel file any letter of written reprimand more than three (3) years old, provided that
15 the employee's personnel file does not contain a record of a more recent disciplinary action. In
16 the latter case, the employee will be entitled to removal of the older reprimand only when the
17 employee becomes entitled to removal of all disciplinary actions from the personnel file.

18 D. Any letter imposing a suspension or disciplinary demotion which is four (4) years
19 old or more shall be removed from the employee's personnel file and destroyed, provided that
20 the employee's personnel file does not contain a record of a more recent disciplinary action. In
21 the latter case, the employee will be entitled to removal of the older suspension only when the
22 employee becomes entitled to removal of all disciplinary actions from the personnel file.

23 E. The employee may respond in writing to any item placed in the employee's
24 personnel file. Such response shall become a part of the file. Upon request of the employee, the
25 Sheriff has discretion to remove disciplinary material from an employee's personnel file before
26 expiration of the time periods set forth in C. and D. above.

27 F. The only letters of discipline which shall be admissible in an arbitration hearing are
28 those contained in the employee's personnel files of the Sheriff's Office.

1 9. I.A.U. Records and Files

2 No investigation shall be considered complete nor shall the IAU file be forwarded to the
3 Inspector for making of recommendations as to culpability unless the employee and union have
4 been given a complete copy of the IAU file and an opportunity to review it and add any additional
5 evidence the employee or union believes should be considered. The 1 union or employee
6 shall notify the Internal Affairs Investigator's Office within the next two (2) work days after receipt
7 of the union's receipt of the complete file of the employee's intent or that of the union to supply
8 such additional evidence. If such notice is not received, the file will be forwarded to the Inspector
9 after expiration of the two (2) workday period. If such notice is received, the employee and
10 union shall have the next three (3) workdays [following the two (2) workday period] to supply
11 such information to the investigator. After the three (3) workday period has expired, the file will
12 be forwarded to the Inspector. For purposes of this section, "work days" is defined in the same
13 manner as in Article 20, section 1, step I of this agreement.

1 **ARTICLE 19**

2 **OFFICERS RIGHTS**

3 All Employees in bargaining unit whom are the subjects of a complaint or investigation
4 shall be entitled to protection of the following rights:

5 1. The employee shall not waive nor be deprived of any constitutional or civil rights
6 guaranteed by the Federal and State Constitutions and Laws afforded any citizen of the United
7 States.

8 2. If, in the course of their County employment, an employee uses or participates directly in
9 the use of physical force and an individual against whom the force was exerted dies or sustains
10 a serious physical injury, the Sheriff's office shall not require the employee to provide a written
11 or oral statement concerning such incident until the employee has had a reasonable opportunity
12 [e.g. twenty-four (24) hours] to confer with private legal counsel and the Association. This shall
13 not preclude an employee from voluntarily making such a statement or participating in a walk-
14 through of the incident prior to such consultations, nor shall it preclude the Sheriff's Office from
15 requiring the employee to provide information reasonably necessary to terminate an imminent
16 threat to the safety of other persons or to jail security. For purposes of this section, a "serious
17 physical injury" means physical injury which creates a substantial risk of death or which causes
18 serious and protracted disfigurement, protracted impairment of health or protracted loss or
19 impairment of the function of any bodily organ. Nothing in this section shall be construed to limit
20 the employee's rights under section 1 of this Article.

21 3. The employee shall be informed by the Sheriff, or his designee(s), of the nature of the
22 investigation and whether the employee is a witness or suspect before any interview
23 commences. The name of the complainant, the citation of any known applicable work rules,
24 procedures, or orders which the employee is alleged to have violated, and other information
25 necessary to reasonably apprise the employee of the allegations of such complaint shall be
26 provided in writing to the employee, and their representative within a reasonable period of time
27 before the meeting. However, this provision shall not apply in bona fide emergencies. For

1 purposes of this subsection, an “emergency” is a circumstance in which any delay in obtaining
2 information from the employee is likely to cause further injury to persons or property.

3 4. When the Sheriff's Office receives a complaint against a Division member, the Sheriff's
4 Office shall provide the accused member with reasonable notice in writing of any information
5 necessary to reasonably apprise the employee of the allegations.

6 5. Any interview shall take place at the institution where the employee is assigned or any
7 other mutually agreeable location. The interview shall be at a reasonable time for the employee,
8 during the employee's duty time unless exigencies of the investigation dictate otherwise.

9 6. The employee shall be afforded the right to Association representation prior to or during
10 the interview in accordance with State law.

11 7. The interview shall not be overly long and the employee shall be entitled to such
12 reasonable intermissions as he/she shall request for personal necessities, meals, telephone
13 calls, and rest periods.

14 8. Interviews shall be done under circumstances devoid of intimidation or coercion and shall
15 not otherwise violate the officer's constitutional rights. The officer shall not be subjected to any
16 abusive language. No promises or rewards shall be made as an inducement to answer
17 questions.

18 9. The employee shall not be required to take or be subjected to any lie detector device as
19 a condition of continued employment.

20 10. If the County assigns an employee to a floor control post for a period greater than thirty
21 (30) Days, either party may request that the County meet and confer with the MCCDA. After the
22 initial Meeting, either party may request subsequent meetings at intervals of not more than sixty
23 (60) days.

24 11. If the County violates the terms of this Article in the investigation of an employee's
25 conduct, and subsequently imposes a written reprimand, suspension without pay, a demotion,
26 or dismissal, then the arbitrator in the hearing of any resulting grievance shall take this violation
27 into account and give it such weight as they deem reasonable, given the severity of the violation
28 and the total circumstances of its occurrence.

1 **ARTICLE 20**

2 **SETTLEMENT OF DISPUTES**

3 1. **Grievance Procedure.** Any grievance or dispute which may arise between the parties,
4 involving the application, meaning or interpretation of this Agreement, shall be settled in the
5 following manner except that probationary employees shall have no right to appeal discipline or
6 discharge under this grievance procedure:

7 **Step I:** After first attempting to resolve the grievance informally through the exempt chain
8 of command any employee or the Association may present in writing such grievance to the
9 Corrections Chief Deputy, with a copy to Human Resources, within fifteen (15) working days of
10 the alleged contractual violation; if, at the time of the alleged violation, the employee or his or
11 her representative is unaware of its occurrence, a grievance may be presented in writing within
12 fifteen (15) working days of the time the employee first has knowledge or should have had
13 knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty
14 (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the
15 pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not
16 a single isolated incident). The grievance notice shall include a statement of the grievance and
17 relevant facts, applicable provisions of the contract, and remedies sought. The applicable Chief
18 Deputy or their designee shall then attempt to adjust the matter and respond, in writing, to the
19 employee or the employee's representative within fifteen (15) working days.

20 For the purposes of this grievance procedure, "working days" shall be defined as Monday
21 through Friday, excluding recognized holidays under the County Management Compensation
22 plan.

23 **Step II:** If the grievance has not been answered or resolved, it may be presented in writing
24 by the employee or their representative to the Sheriff or his designee(s) within fifteen (15)
25 working days after the response is due at Step I. The Sheriff, or his designee(s), shall respond
26 to the employee or their representative, in writing within fifteen (15) working days. If the response
27 is to the employee, a copy will be provided to the Association.

1 Step III: Arbitration. If the grievance has not been answered or resolved at Step II, the
2 Sheriff or the Association may, within ten (10) working days after the expiration of time limit
3 specified in Step II, request arbitration by written notice to the other party. After the grievance
4 has been submitted to arbitration, the Association and the Labor Relations Division acting for
5 the Sheriff, shall jointly request the State Mediation and Conciliation Service for a list of the
6 names of seven (7) arbitrators drawn from a pool consisting of Oregon and Washington
7 arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties
8 are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking
9 of names; the order of striking to be determined by lot. One (1) day shall be allowed for the
10 striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section
11 shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The
12 arbitrator shall be requested to begin taking evidence and testimony within a reasonable period
13 after submission of the request for arbitration, taking into account the schedules of the parties,
14 representatives, and witnesses, as well as that of the arbitrator; the arbitrator shall be requested
15 to issue their decision within thirty (30) days after the conclusion of testimony and argument. The
16 parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf
17 of either party by issuance of subpoenas, the cost of which shall be borne by the party requesting
18 the subpoena. The arbitrator's decision shall be final and binding, but they shall have no power
19 to alter, modify, amend, add to, or detract from the terms of the Contract. The Arbitrator's
20 decision shall be within the scope and terms of the Contract and in writing. Any decision of the
21 arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the
22 grievance was first filed with the supervisor, and it shall state the effective date of the award.
23 Fees and expenses for the arbitrator shall be borne by the losing party. Each party shall be
24 responsible for compensating its own representatives and witnesses. If either party desires a
25 verbatim recording of the proceedings, it may cause such a record to be made electronically or
26 by reporter, on the condition that it pays for the record and makes copies available without
27 charge to the other party and the arbitrator. Any time limits specified in the grievance procedure

1 may be waived by mutual consent of the parties. A grievance may be terminated at any time
2 upon receipt of a signed statement from the aggrieved party that the matter has been resolved.

3 2. Stewards and the Investigation of Grievances. Employees selected or elected by
4 Association as employee representatives shall be known as "Stewards". The names the
5 stewards shall be certified in writing to the County by the Association. Upon notification to the
6 supervisor and the tentative cause of a grievance, a steward(s) may investigate a grievance(s)
7 and represent employees in grievances and "Weingarten" meetings during working hours
8 without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.
9 Employees meeting with their steward or Association representative to investigate a grievance
10 will also be permitted to do so without loss of pay during working hours.

11 3. ULP's. If the County or Association intends to file an unfair labor practice charge against
12 the other party, it shall give that party advance written notice of such intent and a reasonable
13 opportunity to meet to discuss the basis of such charge and possible resolution prior to filing the
14 charge, unless the delay needed for such a discussion would cause prejudice to the claim; in
15 the latter event, the notice and meeting is not excused, but may occur after the filing of the
16 charge.

17 4. Constructive Notice Requirements. If the Association provides any notice or letter
18 required by this Article to the wrong supervisor or administrator in the MCSO or in the County
19 Labor Relations Department, the notice shall nevertheless be considered to have been timely
20 submitted if a copy has been sent to the Corrections Chief Deputy and the MCSO Human
21 Resources Director.

1 **ARTICLE 21**

2 **GENERAL PROVISIONS**

3 1. **No Discrimination**

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

10 B. **Affirmative Action.** In recognition of the joint commitment of the County and
11 Association to affirmative action principles, the County will make available on a fiscal year basis
12 to the Employee Relations Committee a report of progress made toward affirmative action goals.
13 This report will form the basis of discussions concerning joint efforts which can be taken by the
14 parties to achieve stated goals.

15 C. **Right to Association Membership.** The County and Association agree not to
16 interfere with the rights of employees to become members or refrain from becoming members
17 of the Association, and there shall be no discrimination, interference, restraint or coercion by the
18 County or the Association or any County or Association representative against any employee
19 because of or in Association membership or non-membership or because of or in any employee
20 activity in an official capacity on behalf of the Association, provided such activity does not
21 interfere with the effectiveness and efficiency of County operations in serving and carrying out
22 its responsibility to the public.

23 2. **Bulletin Boards.** The County agrees to furnish and maintain suitable bulletin boards in
24 convenient places in each work area to be used by the Association. The Association shall limit
25 its postings of notices and bulletins to such bulletin boards. All postings will be signed and
26 dated by an appropriate Association officer.

27 3. **Visits by Association Representatives.** The County agrees that accredited Association
28 representatives shall have reasonable access to the premises of the County at any time during

1 working hours to conduct Association business. Every reasonable effort will be made by the
2 Association representative to ensure that such visits cause no disruptions of work.

3 4. Changes in Work Rules or Conditions. When any change in existing rules or conditions
4 not otherwise covered by this Agreement is instituted by management, it shall not be done for
5 arbitrary or capricious reasons. Any unresolved complaint as to the reasonableness of a change
6 in rules or conditions shall be resolved through the grievance procedure.

7 5. Rules. The County agrees to furnish each employee with a copy of all applicable work
8 rules. Except in emergency situations, any new rules instituted shall be posted in all affected
9 work areas at least seven (7) days before becoming effective, and furnished to each employee
10 within thirty (30) days after they become effective. New employees shall be provided a copy of
11 all existing rules at the time of hire.

12 6. Uniforms and Protective Clothing. If an employee is required to wear a uniform, protective
13 clothing, or any type of protective device, such uniform, protective clothing or protective device
14 shall be furnished to the employee by the County, specifically to exclude standard footwear,
15 trouser belt with buckle, and handcuffs. The cost of maintaining the uniform or protective clothing
16 or device, excluding cleaning but including initial tailoring, shall be paid by the County. Clothing
17 and other devices other than uniforms, protective clothing and devices now provided by the
18 County shall continue to be provided and shall uniformly be provided by job classification by the
19 County.

20 In the case of an employee who is required not to wear a uniform, the County will replace
21 any employee clothing damaged in the line of duty. Glasses or contact lenses lost or damaged
22 during an altercation in the line of duty shall be repaired or replaced at no cost to the employee.

23 7. Time Exchanges. The practice of time exchanges between officers will be allowed
24 subject to approval of the affected shift commanders. Effective January 1, 2009, officers shall
25 be limited to a maximum of one-hundred and four (104) time exchanges per calendar year. Time
26 exchanges for the purpose of military service shall not be charged against the allotted number
27 of time exchanges. Any denial of a request shall not be for arbitrary or capricious reasons.

1 Time exchanges may not be scheduled to occur more than sixty (60) days from the
2 approval of the request. If an officer has three (3) failed time exchanges in any calendar year,
3 the privilege of time exchanges shall be immediately suspended, and such suspension shall be
4 for a period of time to extend six (6) calendar months from the date of the last previously-
5 approved time exchange; provided that, previously-approved time exchanges shall not be
6 canceled. For purposes of this paragraph, a "failed time exchange" shall mean an approved time
7 exchange in which the officer failed to show up for work two (2) or more hours after the scheduled
8 beginning time of the shift. A failed time exchange due to any absence may be treated as a failed
9 time exchange.

10 8. Employee Relations Committee Meetings. To promote harmonious relations and to
11 provide internal communications, the Association and the Sheriff will establish an Employee
12 Relations Committee consisting of three (3) representatives from each party. The Committee will
13 establish regularly scheduled meetings to discuss any matters pertinent to maintaining good
14 employer-employee relationships, specifically to include safety issues. Each party shall advise
15 the other as far in advance as possible of the subject matters to be discussed.

16 9. Contract Work

17 A. Unless mutually agreed, the County will not contract out or subcontract any work
18 now performed by employees covered by this Agreement when such would result in layoff of
19 any bargaining unit employee(s) and the County is unable to find suitable or comparable
20 alternate employment for the employee(s). However, this provision shall not apply to contracting
21 out or subcontracting work when such was anticipated and considered as a part of the budgeting
22 process and when the Association President has been notified of the specific plan and its
23 probable impact at least thirty (30) days prior to adoption of the annual executive budget or
24 formal Board consideration of budget modifications. In all cases of layoff resulting from
25 contracting out or subcontracting work, the County agrees to make a good faith effort to find
26 suitable and comparable employment.

1 The County agrees to meet with the Association to discuss the effect of proposed
2 contracting out or subcontracting prior to the presentation of the proposal to the County
3 Executive or Board for formal action.

4 B. The County agrees to employ MCCDA Corrections Officers to supervise inmates
5 under the supervisory authority of the Sheriff as defined in MCC 15.001(B) while housed in local
6 correctional facilities as defined by ORS 169.005(3). For purposes of this subsection, the
7 classification of “Corrections Officer” shall mean individuals certified by the State of Oregon
8 Department of Public Safety Standards and Training under ORS 181.610(5) and ORS 181.652.
9 This section does not apply to facilities and programs under the supervisory authority of DCJ as
10 defined in MCC 17.002.

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

17 10. Outside Employment. Permission to work at outside employment must be approved in
18 writing by the Sheriff. The Sheriff's application of the rule governing outside employment shall
19 not be arbitrary or capricious.

20 11. Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever
21 a conflict arises between this Agreement and Multnomah Code 9.120(C) or its successor, this
22 Agreement shall prevail.

23 12. Joint Committee on Payroll and Time Keeping System. The Union agrees to appoint a
24 representative to serve on a standing county-wide Payroll/Time keeping System labor-
25 management committee which shall meet with the Finance Division's Payroll Supervisor and
26 other relevant managers to discuss in advance any major change in the payroll or timekeeping
27 system which would be applicable to members of the union's bargaining unit. A “major change”
28 includes but is not limited to such changes as those needed to implement new or structurally

1 modified benefits or wage categories managed through the payroll system, programming
2 changes, and changes in check stubs or deposit advice. The purposes of such committee shall
3 be to assist in identifying in advance potential technical problems that might interfere with the
4 efficient and effective introduction of the planned change, any adverse impacts such change
5 might have on employees and available means for ameliorating such impacts, and other
6 changes that might improve the payroll and time keeping systems.

7 13. The seniority list for bargaining unit employees will be available on the County's website
8 under the labor contract listings at: <https://multco.us/employee-labor-relations/labor-contracts>.

9 The seniority list will be updated monthly.

1 **ARTICLE 22**

2 **SAVINGS CLAUSE AND FUNDING**

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

11 2. Funding. The parties recognize that revenue needed to fund the wages and
12 benefits provided by the Agreement must be approved annually by established budget
13 procedures. All such wages and benefits are, therefore, contingent upon sources of revenue and
14 annual budget certification by the Tax Supervising and Conservation Commission. The County
15 has no intention of cutting the wages and benefits specified in this Agreement because of
16 budgetary limitations, but cannot and does not guarantee any level of employment in the
17 bargaining unit covered by this Agreement. The Board of County Commissioners agrees to
18 include in its annual budget amounts sufficient to fund the wages and benefits provided by this
19 Agreement, but makes no guarantee as to the certification of such budget pursuant to
20 established budget procedures under Oregon law.

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

1 **ARTICLE 23**

2 **ENTIRE AGREEMENT**

3 The parties acknowledge that during the negotiations which resulted in the Agreement
4 each had the unlimited right and opportunity to make demands and proposals with respect to
5 any subject or matter not removed by law from the area of collective bargaining, and that the
6 understandings and agreements arrived at by the parties after the exercise of that right and
7 opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire
8 existing Agreement between the parties. Except as specifically modified by or treated in this
9 Agreement, all policies, matters, questions and terms affecting unit employees in their
10 employment relationship with the County shall be governed by the rules and regulations or
11 Multnomah County Code 9.120(C). The County and the Association for the life of this Agreement
12 each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged,
13 to bargaining collectively with respect to any subject matter referred to or covered by this
14 Agreement, even though such subject or matter may not have been within the knowledge or
15 contemplation of either party or both parties at the time that they negotiated and signed this
16 Agreement. Nothing herein shall prevent the parties from voluntarily entering into written
17 Memoranda of Agreement, Understanding, Interpretation, or Exception concerning matters of
18 contract administration.

1 **ARTICLE 24**


2 **TERMINATION**

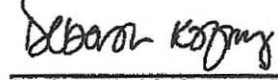
3 Except as set forth in Addendum A, this Agreement shall be effective as of the execution
4 date of this Agreement and shall remain in full force and effect through the 30th day of June
5 2025. Negotiations for a successor agreement shall commence no later than February 1, 2025.
6 The Agreement shall remain in full force and effect during the period of negotiations and impasse
7 resolution procedures, if any.

IN WITNESS WHEREOF, the parties hereto have set their hands this 17th day of November, 2022.


MULTNOMAH COUNTY CORRECTIONS DEPUTY ASSOCIATION

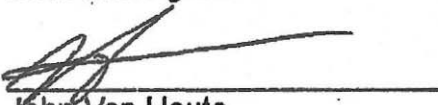
MULTNOMAH COUNTY, OREGON BOARD OF COUNTY COMMISSIONERS

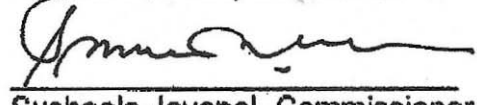

Robert Crumpton, Executive Vice President


Deborah Kafoury, Chair

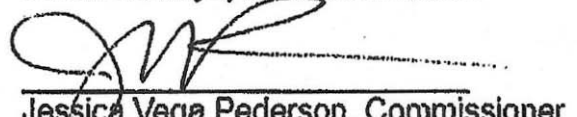

Brad Harrington



Sharon Meieran, Commissioner


John Van Houte



Susheela Jayapal, Commissioner


Phillip Nguyen


Jessica Vega Pederson, Commissioner


Ryan Fitch


Lori Stagman, Commissioner


Travis Edner

MULTNOMAH COUNTY SHERIFF:


Michael Reese, Sheriff

NEGOTIATED FOR THE UNION BY:


NEGOTIATED FOR THE COUNTY BY:


Aruna Masih
Attorney, Bennett Hartman


Kyle Abraham
Attorney, Ogletree Deakins

**REVIEWED:
For Multnomah County, Oregon:**


Cessa Diaz
Interim Labor Relations Director
Department of County Management


Kathryn Short
Assistant County Attorney

1 **ADDENDUM A**

2 **WAGES**

3 **Wages Effective Retroactive to July 1, 2022:** Effective July 1, 2022, the straight-time base
4 hourly wage rates for the Correction Deputies and Sergeants covered by this Agreement shall
5 be increased by five percent (5%) market adjustment plus five (5%) cost of living adjustment.
6

7 **Wages Effective July 1, 2023:** Effective July 1, 2023, the straight-time base hourly wage rates
8 for the Corrections Deputies and Sergeants covered by this Agreement shall be increased by
9 five percent (5%) cost of living adjustment.
10

11 **Wages Effective July 1, 2024:** Effective July 1, 2024, the straight-time base hourly base wages
12 rates for the Corrections Deputies and Sergeants covered by this Agreement shall be increased
13 by the annual percentage increase in the Consumer Price Index for West – Size Class A Urban
14 Wage and Clerical Workers (2nd Half, December 2022 to December 2023), with a minimum
15 increase of one percent (1.0%) and a maximum increase of four percent (4.0%).

1 **ADDENDUM A-1**

2 **SALARY TABLE**

3
4 **Effective July 1, 2022 - 5% COLA and 5% market adjustment**

5
6
7
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<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	34.61	36.43	38.21	40.05	41.98	43.80
Corrections Sergeant	45.15	46.76	48.42	50.11	51.94	53.60

14 **Effective July 1, 2023 - 5% COLA Increase**

15
16

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Corrections Officer	36.34	38.25	40.12	42.06	44.08	45.99
Corrections Sergeant	47.40	49.09	50.84	52.61	54.54	56.28

1 **ADDENDUM B**

2 **DUTY STATUS FOR HEARINGS/COURT SUBPOENAS**

3 1. The following table sets forth the pay status of an individual, depending on whether the
4 employee is the subject of litigation or a witness and whether it is the person's work day or day
5 off (based on 5/31/88 Skipper-Gatzke Memorandum):

	<u>SUBJECT:</u>	<u>WITNESS:</u>
6 DAY OFF:	No Pay	Overtime
7 NOT DAY OFF:	No Loss	Overtime of Shift Adjustment

8
9 2. An Association member acting as an employee of the Association may take the day off
10 on union business/no pay, and be compensated by the Association.

11 3. The member(s) involved will be relieved of duty for their testimony/deposition only.

12 4. The member(s) involved, who are on duty shall report to the OIC at 0715 hours for briefing
13 and assignment. The member(s) shall be relieved of duty fifteen (15) minutes prior to their
14 testimony and are to return to their assigned post fifteen (15) minutes after they have testified.

15 5. In all cases, the appearance verification form must be completed by the County's Attorney
16 or Labor Relations Specialist, indicating the date and time of testimony from beginning to end.

17 6. Every attempt will be made to notify management of upcoming trials/hearings at least
18 fourteen (14) days in advance.

19 7. Management reserves the right to either adjust the member's shift or pay overtime.

1 **ADDENDUM C**

2 **TRANSIT SUBSIDIES**

3 1. **Bus Pass**

4 A. **Statement of Purpose**

5 For the purposes of encouraging employees to use mass transit as part of the
6 County's ride reduction program under the Oregon Department of Environmental Quality
7 (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's
8 commitment to limiting traffic congestion and promoting clean air, effective the first month after
9 ratification of this agreement, each employee shall be eligible to receive a bus pass subsidized
10 by the County for the employee's personal use.

11 B. **Scope of Subsidy**

12 The County will provide a 100% subsidy for employee bus passes. However, the
13 County may require that the employee pay a percentage of the cost of such pass, if the County's
14 subsidy exceeds the IRS standard for a de minimis employee benefit.

15 C. **Procedural Requirements**

16 It will be the employee's responsibility to obtain the necessary photo ID from Tri-
17 Met. Instructions for obtaining the Photo ID will be available through Employee Benefits and will
18 be included in new hire packets. This program is offered only by Tri-Met, however, C-Tran will
19 honor the Tri-Met all zone pass. This program may be discontinued or changed from time to time
20 to ensure efficient and effective implementation of the program.

1 **ADDENDUM D**

2 **MEMORANDUM OF UNDERSTANDING**

3 **VACATION SCHEDULING FOR MCCDA MEMBERS**

4 1. The purpose of this Memorandum of Understanding (MOU) is to set forth the agreement
5 between Multnomah County Sheriff's Office (MSCO) and the Multnomah County
6 Corrections Deputy Association (MCCDA) regarding rights and procedures for vacation
7 scheduling under the Collective Bargaining Agreement. The remedy for alleged violations
8 of this MOU shall be through the settlement of disputes procedures of the County-MCCDA
9 Collective Bargaining Agreement.

10 2. The number of scheduled vacation times for MCCDA members shall be determined as
11 follows:

12 a. For purposes of this MOU, "line employees" are all bargaining unit members
13 except those in special assignments. For the calendar year beginning January 1st,
14 2002, the County shall permit employees to sign up for their combined projected
15 annual accrual of vacation and allotment of personal holidays during the ensuing
16 calendar year. Off-line staff will sign up separately from on-line staff, and
17 Corrections Sergeants will sign up separately from Corrections Officers. Among
18 on-line staff employees within each affected classification, the county shall make
19 available a gross total of vacation slots based on the following formula: The total
20 number of vacation slots available to all line staff in each classification over the
21 course of the calendar year will be not less than $(n1 + n2)$ where $n1$ and $n2$
22 represent the following:

23 $n1$ = the number of vacation days that line staff employees in
24 the affected classification, as determined following the annual
25 shift and facility sign-up, will accrue during the next calendar
26 year beginning January 1st.

27 $n2$ = the number of personal holidays that all on-line
28 employees in the affected classification will accrue during the

1 next calendar year. Typically, this will simply be 11 times the
2 number of line staff employees.

3 The total derived by this formula shall be divided by 365, and then
4 rounded upward to the next whole integer, or increased by one-
5 half day (whichever is larger) to determine the “daily average total”
6 number of vacation slots made available to the line staff for vacation
7 sign up. Any redistribution of vacation slots which deviates from such
8 daily average total must be based on operational reasons and shall
9 not reduce the yearly total slots available for either classification.
10 Moreover, the County may unilaterally make extra slots available to
11 any shift or classification without further bargaining.

12 b. For the purpose of this memo each classification will be divided into
13 six “sign-up units” based on shift and river side (east or west of the
14 Willamette River). The County may allocate fractional daily vacation
15 slots by varying within each sign-up unit the number of vacation slots
16 available on different days. However, no classification shall receive
17 less than one (1) full vacation slot per day allotted to each sign-up
18 unit.

19 c. If an employee is reassigned on a regular basis to a different sign-up
20 unit, their approved vacation sign-up shall not be affected.
21 Reassignments shall not affect the total yearly vacation slots
22 available.

23 d. The County will confer with the executive board of the Association
24 concerning the planned number and distribution of vacation times
25 before conducting the annual vacation sign up. The County may
26 adjust the number of vacation times each calendar quarter based
27 upon changes in the number of staff and accruals described in a. and

1 b. above. Before making such adjustments, the County will confer
2 with the MCCDA Board.