
2023-2027



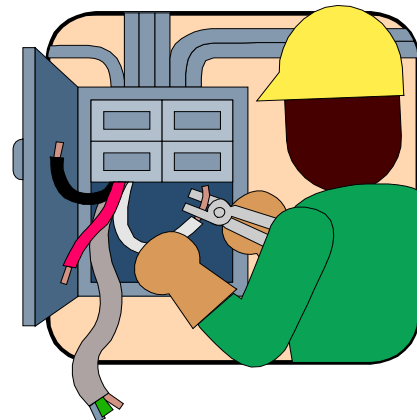
AGREEMENT

between

Multnomah County, Oregon

and

**International Brotherhood of Electrical Workers
Local 48 - AFL-CIO**



2023-2027
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
LOCAL 48 - AFL-CIO



LABOR RELATIONS
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1 **2023-2027**
2 **AGREEMENT**

3 **Between**

4 **MULTNOMAH COUNTY, OREGON**

5 **and**

6 **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

7 **LOCAL 48, AFL-CIO**
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9
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11 **ARTICLE 1**

12 **PREAMBLE**
13

14 This Agreement is entered into by Multnomah County, Oregon, hereinafter referred
15 to as the County, and International Brotherhood of Electrical Workers, Local 48, AFL-CIO,
16 hereinafter referred to as the Union.

17 The purpose of this Agreement is to set forth those matters pertaining to rates of
18 pay, hours of work, fringe benefits, and other matters pertaining to employment consistent
19 with the County's objective of providing ever-improved services to the public of
20 Multnomah County. The parties agree as follows:

ARTICLE 2
DEFINITIONS

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1. Cause

Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, unfitness to render effective service, or failing to fulfill responsibilities as an employee.

2. Continuous Service

Means uninterrupted employment with Multnomah County subject to the following provisions:

A. Continuous service shall include uninterrupted employment with another governmental agency accomplished in accordance with and subject to ORS 236.605 through 236.640.

B. Continuous service is terminated by voluntary termination, unless the employee returns to County service within twelve (12) months, involuntary termination due to expiration of a layoff list, or discharge for cause.

3. Initial Trial Service Employee

A regular employee serving a one (1) year period of trial service to determine their suitability for continued employment, such period to begin on the date of their appointment to a regular position from a certified eligible list. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's manager, their continued service would not be in the best interest of the County. The length of an employee's initial trial service period may not be extended by a Memorandum of Agreement under the terms of Article 21, Entire Agreement, unless the employee was absent from work for a period of forty-five (45) days or more previous to the extension.

4. Managerial Employee

Means any individual having authority in the interest of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of such

1 authority is not of a merely routine or clerical nature, but requires the use of independent
2 judgment.

3 **5. Promotional Trial Service Employee**

4 A regular employee serving a six (6) month period of trial service upon promotion
5 to determine their suitability for continued employment in the job profile to which the
6 employee was promoted, such period to begin on the date of their appointment to a higher
7 job profile from a certified eligible list. During the period of promotional trial service, the
8 employee shall be returned to the job profile and department from which the employee
9 was promoted without recourse to the grievance procedure if, in the opinion of the
10 employee's manager, their continued service in the job profile to which they were
11 promoted would not be in the best interest of the County.

12 **6. Regular Employee**

13 An employee who, following an examination process, is appointed from a certified
14 eligible list certified by the Human Resources Division of the Department of County
15 Management to fill a position; provided that the employee shall retain such status upon
16 temporary or regular transfer, promotion, or demotion.

17 **7. Temporary Employee**

18 Any non-regular employee who has worked less than one-thousand-forty-four
19 (1044) hours in any twelve (12) consecutive months. Temporary employees shall be
20 terminated upon completion of one-thousand-forty-four (1044) hours or shall be appointed
21 to a position from a certified eligible list established by the Human Resources Unit of the
22 Department of County Management.

23 When a temporary employee becomes a regular employee, time spent in
24 temporary status shall apply to the initial trial service period, provided that the job
25 responsibility is substantially the same.

ARTICLE 3
RECOGNITION

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The County recognizes the Union as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

Specifically excluded from the bargaining unit are temporary employees.

During an initial trial service period, employees shall be entitled to all contractual benefits excluding provisions relating to discipline or discharge.

ARTICLE 4
MANAGEMENT RIGHTS

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

ARTICLE 5

UNION SECURITY, CHECK OFF, AND BUSINESS

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4 **1.** The County agrees to furnish the Union, each month, a listing of all new employees
5 covered by this Agreement hired during the month and of all employees who terminated
6 during the month. Such listing shall contain the names of the employees, along with their
7 job profiles, work locations, and home addresses.

8 **2.** Employees who are current members of the Union at the signing of this agreement
9 who sign a Union membership card subsequent to the signing of this Agreement shall
10 maintain their Union membership. However, there shall be a five (5) day window period
11 each year during which the employee may drop their membership without penalty. The
12 five (5) day window shall commence on the first Monday in March.

13 **3.** The County agrees to deduct each pay period from the pay of employees who
14 individually request such deductions in writing on the form provided by the Union and
15 submitted to Multnomah County Central Payroll.

16 **A.** Fifty percent (50%) of the current monthly union membership dues of those
17 union members who individually request such deductions in writing on the form provided
18 by the Union.

19 **B.** The amounts to be deducted shall be certified to the County by the Financial
20 Secretary of the Union, and the aggregate of all deductions shall be remitted, together
21 with an itemized statement to the Treasurer of the Union by the first day of the succeeding
22 month after such deductions are made.

23 **C.** The Union will indemnify, defend and hold the County harmless from claims
24 arising out of application of this Article for any amount of any unauthorized deduction
25 resulting from the County's reliance on any Union provided list of authorized dues
26 payment.

27 **4. Union Business**

28 **A. Union Business Leave (County Paid Time)**

29 Union Business Leave that is considered County Paid Time includes
30 functions that are considered County/Union joint functions such as table negotiations;
31 committees that are joint County/Union committees such as labor/management

1 committees, Benefits Committee, Compensation Committee; duties as a Steward as
2 defined in this agreement and such other Union Business (County Paid Time) that are
3 mutually agreed between the parties. County employees participating in such activities
4 will be allowed to do so without loss of pay.

5 **B. Union Business Leave (Union Reimbursable Time)**

6 Any bargaining unit member selected by the Union to participate in a Union
7 activity shall be considered on Union Business Leave (Union Reimbursable Time) status
8 and shall be granted such paid leave without loss of pay.

9 The Union agrees to reimburse the County one-hundred percent (100%) of
10 the affected employee's salary and fringe benefits (including pro-rata cost of workers
11 compensation premiums, but excluding indirect administration or overhead charges) for
12 straight time spent on Union activities conducted during regularly scheduled working
13 hours. The County shall submit a monthly statement to the Union itemizing the amount of
14 the Union's reimbursement obligation, and the Union will reimburse the County within
15 thirty (30) days of receipt of the monthly union reimbursable time statement.

16 Union Business (Union Reimbursable Time) addressed in this section
17 would pertain to such activities as contract administration, time to cover for staff
18 replacement, time to attend training conferences such as steward/arbitration/grievance
19 training; and time off to prepare for negotiations.

20 Written requests of such time away from work shall be given to the affected
21 employee's immediate manager five (5) working days in advance and shall be approved
22 subject to County operational and business needs. The Union will make every effort to
23 avoid disruptions of work.

24 **C. Union Business Leave - Employment Status**

25 Employees in Union Business Leave County Paid time and Union
26 Reimbursable time shall be treated as in paid leave status regarding accrual of benefits
27 such as vacation, sick leave, Health and Welfare, pension or any other benefit granted
28 employees in paid leave status.

29 During Union Reimbursable Time, the employee shall not be eligible for
30 County workers' compensation benefits arising out of an injury or illness occurring during
31 the leave from the County.

ARTICLE 6
NO STRIKE

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No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when the employee is required to cross such picket line to attend to an emergency involving protection of life or property. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union.

When work is not available or is limited other than in picketed locations, all employees shall report for assignment. Any work that is available shall be assigned to bargaining unit members on the basis of seniority. Employees who reported but are not assigned work shall be paid two (2) hours pay.

ARTICLE 7
HOLIDAYS

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4 **1. Holidays**

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

6 **A.** Any day the President of the United States and/or the Governor declares a
7 holiday for all employees employed in the public sector.

8 **B.** New Year's Day (January 1st)

9 **C.** Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)

10 **D.** President's Day (3rd Monday in February)

11 **E.** Memorial Day (last Monday in May)

12 **F.** Juneteenth (June 19th)

13 **G.** Independence Day (July 4th)

14 **H.** Labor Day (1st Monday in September)

15 **I.** Veterans' Day (November 11th)

16 **J.** Thanksgiving Day (4th Thursday in November)

17 **K.** Christmas Day (December 25th) or with the approval of the manager, this
18 day may be traded for any other religious holiday during the fiscal year, provided
19 the employee uses paid leave for, or works on December 25.

20 **L.** Three (3) floating holidays on July 1st of each year (Floating holiday hours
21 are based off of the employee's regular work schedule on July 1.)

22 **2. Holiday Observance**

23 **A.** If the holiday falls on an employee's first scheduled day off, the preceding
24 workday will be observed as that employee's holiday.

25 **B.** If the holiday falls on an employee's second or third day off, the following
26 normally scheduled workday will be observed as that employee's holiday.

27 **C.** Shift workers shall observe weekend holidays on the days they occur.

28 **3. Holiday Pay**

29 Eligible employees shall receive one (1) day's pay for each of the holidays listed
30 above on which they perform no work. Part-time employees shall receive holiday pay
31 equivalent to their Full Time Equivalency (FTE). To be eligible for holiday pay, employees

1 must be in pay status both on the day before and on the day after the observed holiday;
2 part-time employees must be in pay status on the last scheduled day before and on the
3 first scheduled day after the holiday.

4 **4. Holiday During Leave**

5 Should an employee be on authorized leave with pay when a holiday occurs, such
6 holiday shall not be charged against such leave, except in the following circumstances
7 when the employee is on a:

8 **A.** FMLA/OFLA continuous leave when the holiday occurs, or

9 **B.** FMLA leave in increments of less than one week and the employee was
10 scheduled and expected to work during the holiday.

11 **5. Holiday Work**

12 Employees required to work on a recognized holiday will be compensated at one-
13 and-one-half (1-1/2) times their regular rate of pay for the holiday worked, in addition to
14 their regular holiday pay.

15 **6. Saved Holidays**

16 An employee required to work on a recognized holiday may elect to be
17 compensated for such work by electing to convert the time and one-half pay Section 5 to
18 an equal amount of Saved Holiday time. Saved Holiday time may be used at the discretion
19 of the employee with the consent of their manager, and will be charged in accordance
20 with Article 14, Section 8. Saved Holiday time not used by the end of the fiscal year in
21 which it is accrued will be forfeited. Upon separation from service employees will be paid
22 for unused Saved Holiday time at their regular rate of pay. In the event of an employee's
23 death, their heirs will receive payment for unused Saved Holiday time at the employee's
24 regular rate of pay.

ARTICLE 8
VACATION LEAVE

1. Accrual

Each permanent employee shall accrue vacation leave from the first day of permanent employment. Vacation leave shall be accrued in accordance with the accrual rates shown in Column 2 of the "Table of Vacation Accrual Rates" in "Section II" below, and accrual balances shall be shown on the employee's check stub.

2. Table of Vacation Accrual Rates

<u>1.</u> <u>Years</u> <u>of</u> <u>Service</u>	<u>2.</u> <u>Hours</u> <u>Accrued</u> <u>Per Pay</u> <u>Period</u>	<u>3.</u> <u>Hours (Weeks)</u> <u>Accrued Per Year</u> <u>by Forty Hour</u> <u>Employees</u>	<u>4.</u> <u>Maximum</u> <u>Hours</u> <u>Accruable</u>
Less than 2	4.67	112 (2.8 wks.)	224
2 to 5	5.33	128 (3.2 wks.)	264
5 to 10	6.33	152 (3.8 wks.)	296
10 to 15	7.66	184 (4.6 wks.)	368
15 or more	9.0	216 (5.4 wks.)	460

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

1 **B.** Years of service indicated in Column 1 are continuous County service years
2 as defined in MCPR 1-10-040 and will be adjusted for unpaid leaves of absence, or
3 layoffs, in excess of thirty (30) days. Part-time work will count on a full-time basis.

4 **C.** The figures in Columns 3 and 4 are approximations based on the accrual
5 rates shown in Column 2.

6 **3. Charging**

7 Vacation leave shall be charged in increments in accordance with the uniform time
8 charging provisions of Article 14.

9 **4. Payoff Upon Termination or Death**

10 Unused vacation leave shall be paid to the employee at their regular rate of pay at
11 the time of separation from service. In the event of an employee's death, unused vacation
12 leave shall be paid to the employee's heirs at their regular rate of pay. This section is
13 subject to any restrictions contained in Addendum D - VEBA.

14 **5. Continuous Service**

15 Employees that separate from employment and return to County service in benefits
16 eligible positions within twelve (12) months will not lose continuous service.

17 **6. Use and Scheduling of Accrued Vacation**

18 Employees shall be permitted to choose either a split or entire vacation. Whenever
19 possible, consistent with the needs of the County and the requirement for vacation relief,
20 employees shall have the right to determine vacation times, but in any case, vacation
21 times shall be selected on the basis of seniority; however, each employee will be
22 permitted to exercise their right of seniority only once per calendar year.

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

24 The requirements for using accrued vacation for sick leave and other purposes
25 and the sequencing of such leave use, is specified in Article 9, "Section 2.C. Sequencing
26 of Leaves".

27 **8. Use of Accrued Vacation for Emergencies**

28 **A. Usage of Emergency Leave**

29 Employees may use up to twenty-four (24) hours of vacation
30 leave, compensatory time, or combination of vacation and compensatory time each
31 calendar year for personal emergencies.

1 **B. Emergency Leave**

2 1. Emergency Leave may be used without prior manager approval, but
3 management reserves the right to require verification that the employee has experienced
4 an emergency situation.

5 2. Employees using Emergency Leave shall follow the reporting of
6 leave provisions found in Article 9, Section 1.C., unless the onset of the emergency is
7 within one (1) hour of the employee's scheduled reporting time, in which case the
8 employee must call in as soon as possible.

9 **C. Misuse and Failure to Properly Report**

10 Misuse of Emergency Leave is cause for disciplinary action, and failure to
11 follow the reporting provisions may result in loss of pay for the day(s) involved.

1 requirements; or

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

4 d. Any qualified purpose allowed under Paid Leave Oregon
5 and/or Oregon's domestic violence, harassment, sexual assault or stalking law; or

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

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

10 **3. Parental Leave**

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

15 **4. Occupationally Related Conditions**

16 Use of sick leave for occupationally related conditions is limited to
17 the provisions of Article 13, Workers Compensation.

18 **B. Accrual**

19 1. Employees shall accrue sick leave at the rate of .05 hours for each
20 straight-time hour worked. Straight-time hours worked includes County paid holidays and
21 leaves with pay taken during the work week.

22 2. Protected sick time as defined under Oregon's state sick leave law,
23 ORS 653.601(6), sick leave taken in excess of forty (40) hours is not considered protected
24 sick time.

25 3. Sick leave may be accrued on an unlimited basis.

26 **C. Reporting of Sick Leave**

27 An employee who must be absent by reason of illness or injury shall make
28 reasonable effort to notify their immediate manager and dispatcher or dispatcher after
29 hours number at least one (1) hour before the beginning of their scheduled shift. If calling
30 and the dispatcher is not available, the employee needs to leave a message or voicemail
31 at the time of the call.

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

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

6 **E. Time Charging for Sick Leave**

7 Sick leave shall be charged in accordance with the uniform time charging
8 provisions of Article 14.

9 **2. Use and Misuse of Leave for Sick Leave Purposes**

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

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

15 **B. Legitimate Use**

16 Protected sick time is limited to the first 40 hours of sick time taken by an
17 employee each calendar year. Sick leave taken in excess of 40 hours each calendar year
18 is not considered protected sick time. Reliable and consistent attendance is an
19 expectation of all county employees. Employees must only use sick leave for legitimate
20 purposes and only for bona fide illness, as defined in section I.A.2 of this article.

21 **1. Verification of Use**

22 **a.** Pursuant to Multnomah County policy, Management must
23 require the completion of a certification form by the employee's health care provider and
24 any other verification required for under the provisions of the FMLA, OFLA, Paid Leave
25 Oregon, or their successors.

26 **b.** Management may require medical verification of absence due
27 to qualified protected sick time under the following conditions:

28 **i.** The employee has missed work due to illness for more
29 than three consecutive work days; or

30 **ii.** The employee has requested leave that is scheduled
31 to last more than three scheduled work days; or

1 iii. The employee has exhausted all sick leave; or

2 iv. The employee commences sick time without providing
3 prior notice required by the County, unless medical circumstances prevent the employee
4 from providing notice prior to commencing sick time and the employee provides notice to
5 the County as soon as is practicable; or

6 v. Management reasonably believes that the absence
7 may not be bona fide, including engaging in a pattern of sick leave abuse.

8 vi. If medical verification is requested, the County will pay
9 any and all reasonable costs associated with obtaining medical verification.

10 c. Management may require medical verification of absence due
11 to non-FMLA, non-OFLA, non-protected Oregon Sick Leave, and non-Paid Leave Oregon
12 covered illness or injury under the following conditions:

13 i. the employee has been absent for more than three (3)
14 consecutive work days; or

15 ii. the employee has exhausted all sick leave; or

16 iii. the employee has had five (5) or more events with less
17 than twenty-four (24) hours' notice in a six (6) month period; or

18 iv. management reasonably believes that the absence
19 may not be bona fide.

20 **2. Discipline**

21 Subject to the limitations of law, including but not limited to those of
22 the FMLA/OFLA, Oregon Sick Leave Law, and Paid Leave Oregon, discipline may be
23 imposed under the following conditions:

24 **a. Abuse of Sick Leave**

25 Misuse of sick leave and other forms of leave used in lieu of
26 sick leave are cause for disciplinary action.

27 **b. Use of Accrued Sick Leave**

28 i. Use of accrued sick leave, without abuse of such leave,
29 will not be cause for discipline.

30 ii. When the intermittent use of accrued sick leave or
31 other paid or unpaid leave used in lieu of sick leave interferes significantly with an

1 employee's ability to perform the duties of their job, management may do the following
2 (subject to the requirements of law, including, but not limited to, the FMLA, OFLA,
3 Oregon Sick Leave Law, and Paid Leave Oregon):

4 (a) require the employee to take continuous leave;

5 or

6 (b) change the employee's work assignment for six
7 (6) months or until use of intermittent leave ends, whichever comes sooner.

8 **c. Excessive Absenteeism**

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

14 i. Any legal requirements, including, but not limited to
15 those of the FMLA, OFLA, Oregon Sick Leave Law, Paid Leave Oregon, or the ADA.

16 ii. The tenure and work history of the employee,
17 specifically to include whether there have been previous instances of this pattern of
18 absenteeism.

19 iii. Whether there is a likelihood of improvement within a
20 reasonable period of time based on credible medical evidence.

21 iv. The particular attendance requirements of the
22 employee's job.

23 v. The pattern of use, and whether the absences are
24 clearly for bona fide sick leave purposes.

25 **C. Sequencing of Leaves**

26 The use of vacation leave, saved holiday time, compensatory time, and
27 leave without County pay is subject to approval by management according to the
28 requirements of Articles 8, 7, 15, and 10, respectively. However, unless otherwise
29 required by law, forms of leave shall be used and exhausted in the following sequences:

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

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

16 **D. Reinstatement of Sick Leave Accruals**

- 17 1. Any employee who leaves County employment and is subsequently
18 re-employed as a regular status employee within one hundred eighty (180) days is
19 entitled to credit for all sick leave accrued up to the last day of prior employment. Sick
20 leave shall not accrue during the period between leaving County employment and re-
21 employment.
- 22 2. Any employee who leaves County employment and is subsequently
23 re-employed as a temporary status employee within one hundred eighty (180) days is
24 entitled to credit for sick leave accrued up to the last day of prior employment up to a
25 maximum of 80 hours. Sick leave shall not accrue during the period between leaving
26 County employment and re-employment.
- 27 3. Any employee who is re-employed after more than
28 one hundred eighty (180) days is not entitled to credit for sick leave that accrued during
29 prior County service. Sick leave will begin accruing anew in accordance with applicable
30 accrual sections.

1 **4.** Employees who are laid off and recalled from a recall list, will have
2 their sick leave balance restored at the time they are recalled.

3 **5.** Employees who retire from County service under PERS full formula
4 or formula plus annuity and are subsequently re-employed by the County will not be
5 entitled to credit for sick leave accrued during prior County service. Sick leave will begin
6 accruing anew in accordance with applicable accrual sections.

7 **6.** Employees who retire under PERS money match or OPSRP who are
8 subsequently re-employed by the County within one hundred eighty (180) days of their
9 retirement date will be entitled to credit for all sick leave accrued up to the last day of prior
10 employment. Sick leave shall not accrue during the period between leaving County
11 employment and re-employment.

12 **E. Limitations on the Use of Leave Without Pay In Lieu of Sick Leave**

13 Use of leave without pay in lieu of sick leave for non-FMLA, non-OFLA, and
14 non-Paid Leave Oregon qualifying conditions is subject to the approval of management
15 and further subject to the following provisions:

16 **1. Continuous Leave**

17 In the event of a continuous leave of absence without County pay in
18 excess of any legal requirement of the FMLA, OFLA, or Paid Leave Oregon, the County
19 may require from the employee's physician, and/or arrange for the employee to see a
20 physician selected by the County to examine the employee and provide a statement of
21 the disability, current condition, and the anticipated length of current absence. If the
22 County requires the employee to see a physician it has selected, it will pay the costs. If
23 deemed necessary by the County, such an examination shall be repeated every thirty
24 (30) days. If management determines that continued leave would not be in the best
25 interest of the County, then any resulting termination would be subject to review under
26 the just cause standard as to the reasonableness of this determination. Following six (6)
27 months of leave without County pay, to include time spent on unpaid FMLA and/or OFLA
28 leave, any extension of the leave shall be deemed permissive on the part of the County
29 and if the employee's leave is not extended, and the employee does not return to work,
30 the employee will be deemed to have resigned.

1 **2. Intermittent Leave**

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

9 **a.** Approve a similar pattern of intermittent use of unpaid leave
10 for a specified period followed by another evaluation; or

11 **b.** Put the employee on a work plan to manage the use of leave
12 without County pay, followed by disciplinary action if the plan is not successfully
13 completed; or

14 **c.** Proceed with the disciplinary process.

15 **3. Fitness for Duty**

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

21 **4. Bereavement Leave**

22 **A.** An employee shall be granted not more than three (3) days leave of
23 absence with full pay in the event of death in the immediate family of the employee to
24 make household adjustments or to attend funeral services. If such funeral is beyond
25 three-hundred-fifty (350) miles, the employee may be granted up to three (3) additional
26 days with pay at the discretion of their manager for travel and personal considerations.
27 For purposes of Bereavement Leave, an employee's immediate family shall be defined
28 as the employee's spouse or domestic partner or the employee's, spouse's or domestic
29 partner's:

- 30 **1.** Parents;
31 **2.** Step-Parents;

- 1 **3.** Children;
- 2 **4.** Step-Children;
- 3 **5.** Siblings;
- 4 **6.** Step-Siblings;
- 5 **7.** Grandparents;
- 6 **8.** Grandchildren;
- 7 **9.** Parents-in-Law;
- 8 **10.** Siblings-in-Law;

9 **B.** Member of the employee’s immediate household. Immediate household
10 shall be defined as any person residing at the employee's residence on a regular basis;
11 and

12 **C.** For any individual related by blood or affinity whose close association with
13 the employee is the equivalent of a family relationship listed above in Section 4.A. of this
14 article, such leave of absence shall be granted by the employee’s manager. In the event
15 that the manager denies such a request for bereavement leave, the employee may
16 request review of the decision by the Department Director or their designee(s).

17 **D.** For the purpose of this section, an employee is entitled to receive the same
18 bereavement leave for their domestic partner, as designated in an Affidavit of Domestic
19 Partnership submitted to Employee Benefits, and family as for a spouse. In relationships
20 other than those set forth above, under exceptional circumstances, such leave of absence
21 may be granted by the County Chair or their designee(s) upon request.

22 **5. Paid Leave Oregon (PLO) Reopener**

23 The parties acknowledge that the County provided notice to the Union regarding
24 policy changes specific to Paid Leave Oregon (PLO) on June 20, 2023, and the Union
25 did not demand to bargain or propose any changes during successor contract
26 negotiations. If additional changes are made to County policy regarding PLO after
27 successor contract negotiations are completed, either party may exercise a reopener of
28 Article 9, Sick Leave. This reopener will be for the exclusive purpose of addressing new
29 impacts, effects, and/or changes to the Paid Leave Oregon (PLO) program and may
30 include, but not limited to, Personnel Rules and administrative policies. This reopener will

- 1 be subject to the same rules and bargaining process that pertains to full contract
- 2 successor negotiations.

ARTICLE 10
OTHER LEAVES

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1. Leave of Absence

Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

Any employee who has been granted a leave of absence and who for any reason fails to return to work at the expiration of said leave of absence shall be considered as having resigned their position with the County, and the employee's position shall thereupon be declared vacated, except and unless the employee, prior to the expiration of their leave of absence, has made application for and has been granted an extension of said leave or has furnished evidence that they are unable to return to work by reason of sickness or physical disability.

2. Jury Duty

Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, they shall report for work.

3. Voting Time

Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote. Voting time will not be granted for any election if vote by mail is available for employees.

4. Union Business - Leave of Absence

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in this collective bargaining agreement for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

1 **5. Educational Leave**

2 After completing one (1) year of service, an employee, upon request, may be
3 granted a leave of absence without pay for educational purposes at an accredited school
4 when it is related to their employment. The period of such leave of absence shall not
5 exceed one (1) year, but it may be renewed or extended upon the request of the employee
6 when necessary. At the request of management, the employee shall submit verification
7 of course work taken.

8 One (1) year leaves of absence for educational purposes, including any requested
9 extension, may not be granted more than once in any three (3) year period.

10 Employees may also be granted leaves of absence with or without pay for
11 educational purposes for reasonable lengths of time to attend conferences, seminars,
12 briefing sessions, or other functions of a similar nature that are intended to improve or
13 upgrade the individual's skill or professional ability, provided it does not interfere with the
14 operation of the County.

15 **6. Military Leave**

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

24 **7. Tuition and Licensing Reimbursement**

25 The County will reimburse an employee for the cost of tuition for any course of
26 study, including state-required classes to maintain or upgrade licenses, taken on the
27 employee's own time which, in the County's judgment, is related to the employee's
28 position and will result in improved performance, subject to the County's budgetary
29 limitations and priorities. Employees shall apply for approval of the request for
30 reimbursement at least five (5) days prior to the proposed enrollment. If approved prior
31 to enrollment, the County will make reimbursement within thirty (30) days after proof of

1 satisfactory completion of the course. In addition, the County may advance the cost of
2 tuition and incidental expenses if, in the county's judgment, such advance is consistent
3 with County financial and operational needs and priorities, and the employee signs an
4 agreement that if they do not satisfactorily complete the course, or if their County
5 employment terminates before completion of the course, the County will have the right to
6 deduct the amount of the advance from the employee's pay or use other means to collect
7 the amount of the advance.

8 **8. Parental Leave**

9 An employee's entitlement to parental leave shall be governed by FMLA, OFLA,
10 and Paid Leave Oregon. The employee may use their accrued sick leave, vacation time,
11 compensatory time, or saved holiday time as provided therein.

ARTICLE 11
HEALTH AND WELFARE

1. Medical and Dental Insurance

A. Contribution Toward Insurance Premiums

1. Full-Time Employees

a. Full-Time Employee - Definition

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

b. Medical Insurance

Each eligible full-time active enrolled employee’s monthly contribution for the purchase of medical benefit plan coverage (which includes prescription coverage, and routine vision included with all plans except for Moda Major Medical) will be calculated as a percentage of the total monthly premium for each medical benefit plan as follows:

Health Plan	County Contribution	Full-Time Employee Contribution
Moda PPO 400 Plan	93.25%	6.75%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 Medical Plan	95%	5%

c. Dental Insurance

Each eligible full-time active enrolled employee’s monthly contribution for dental coverage will be calculated as a percentage of the total monthly premium for each dental benefit plan as follows:

1

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

2

2. Part-Time Employees

3

a. Part-Time Employee - Definition

4

5 Employees who are regularly scheduled to work 20 to 31.99
6 hours per week. Employees scheduled to work three (3) days, ten (10) hours per day are
7 considered as full-time.

8

b. Medical Insurance

9

10 Each eligible part-time active enrolled employee's monthly
11 contribution for medical coverage (which includes prescription coverage, and routine
12 vision included in all plans except for Moda Major Medical) will be calculated as a
13 percentage of the total monthly premium for each medical benefit plan as follows:

13

Health Plan	County Contribution	Part-Time Employee Contribution
Moda PPO 400 Plan	50%	50%
Moda Major Medical Plan (no vision)	100%	0%
Kaiser 10/20 Medical Plan	Equivalent of Moda Major Medical + \$50 premium subsidy	Difference between Kaiser 10/20 Medical Plan and the Moda Major Medical Plan
Kaiser Maintenance Medical Plan	90%	10%

14

1 **c. Dental Insurance**

2 Each eligible part-time active enrolled employee’s monthly
3 contribution for dental coverage will be calculated as a percentage of the total monthly
4 premium for each dental benefit plan as follows:
5

Dental Plan	County Contribution	Part-Time Employee Contribution
Delta Dental 50_Plan	50%	50%
Kaiser Dental 15 Plan	50%	50%
Willamette Dental Group Plan	50%	50%

6
7 **d. 30 Hour Employees**

8 The County agrees that any change in benefit structure for
9 employees who work thirty (30) hours but less than thirty-two (32) hours per week by the
10 Employee Benefits Advisory Team (EBAT) shall be communicated to the Union by the
11 County, and subject to mutual agreement of the parties may also apply to employees
12 covered by this agreement.

13 **B. Health Care Cost During the Term of Agreement**

14 Local 48 and the County have a shared interest in addressing increasing
15 health insurance costs. In an effort to collaborate together over quality health plans,
16 design changes and cost management, the County agrees to notify the Union any time
17 there is a proposed change in plan cost, change in plan designs by any other bargaining
18 unit or any optional changes proposed by vendors that would impact plan design cost or
19 plan designs. The parties agree to participate on EBAT with such other County employee
20 bargaining units as agreed to participate to review and consider health plans, design
21 changes and cost sharing features. The EBAT will be advisory only and will report
22 recommendations to the County Chair. EBAT does not preclude the parties from entering
23 into any Memorandum of Agreement (MOA) authorizing mutually agreed upon plan
24 changes signed by the appropriate Multnomah County authorized representative and an
25 authorized representative employed by Local 48. Local 48 will be entitled to one (1) IBEW

1 representative member on the EBAT in addition to the presence of the assigned labor
2 relations representative as necessary from IBEW.

3 The County agrees to meet with the Union whenever the Union requests to meet
4 regarding proposed changes in plan cost, changes in plan designs by other bargaining
5 units or changes offered by vendors that would impact plan designs. Changes in plans or
6 plan designs which are mandatory due to vendor changes, and which cannot be resolved
7 by a meeting, shall be subject to impact bargaining only. Mandated coverage changes
8 due to Federal or State laws, rules, or regulations shall be presented to the Union but will
9 be implemented by the County as required by law.

10 **C. Premium Calculations**

11 For Kaiser Plans, the premium charges shall be the amount charged by
12 Kaiser to the County. For the Moda plans, the premium charges shall be calculated, using
13 sound actuarial principles, and include projected claim costs based on plan experience
14 as required by state regulations, IBNR expenses, federal and state Insurance Pool
15 assessments, pharmaceutical claim expenses, stop-loss premiums, third-party benefit
16 plan administration costs, and an appropriate trend factor selected to limit County
17 contributions and employee cost shares while providing adequate funding for plan
18 operations.

19 **D. Employee Contribution**

20 Employee contributions will be made through payroll deductions.
21 Enrollment in a County sponsored medical plan and associated employee contribution is
22 mandatory for employees who do not "Opt-Out" of medical coverage.

23 **E. Major Medical Plan Rebates**

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

26 **F. Opt-Out - Waiver of Benefits**

27 **1.** Employees may elect to waive participation (Opt-Out of coverage) in
28 the County's medical insurance plans by making that election during the benefit
29 enrollment process. Employees making such election must provide annually an affidavit
30 attesting to other group coverage in order to continue to Opt-Out. Employees will not be
31 eligible to change their election until the County's official open enrollment period, unless

1 the employee experiences an IRS recognized family status change event that would allow
2 a mid-year health plan election change or qualifies for Special Enrollment under HIPAA.

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

4 Employees who waive medical coverage will receive two hundred-
5 fifty dollars (\$250) (gross) per month paid by the County.

6 **3. Part-Time Employees Who Opt-Out**

7 Employees who waive medical coverage will receive one hundred
8 twenty-five dollars (\$125) (gross) per month paid by the County.

9 **G. Successor Plans and Vendors**

10 In the event that any of the current insurance plans become unavailable,
11 the County agrees to provide to affected employees a substitute plan, if available, at
12 substantially the same or better benefit levels.

13 If the County chooses to change from a plan or vendor which is still
14 available, the County agrees to provide affected employees a substitute plan, if available,
15 at substantially the same or better benefit level.

16 **H. Premium Reimbursement for Part-Time Employees**

17 Part-time employees who work full time (at least .8 FTE) for six (6)
18 consecutive pay periods will be reimbursed for the difference between the part-time
19 employee contribution and the full-time employee contribution, as if they were entitled to
20 full-time benefits during that period for their elected County offered medical and/or dental
21 plans. A part-time employee who has elected the Kaiser Maintenance Plan will be
22 reimbursed for the amount of their part-time employee contribution (because this plan
23 does not have a full-time equivalent plan). There is no reimbursement available to
24 employees who have elected the Major Medical Plan or who Opt-Out. Any such premium
25 reimbursements made to the employee will be adjusted for appropriate taxes.

26 "Work" for purposes of this section is defined as regular hours worked, and
27 any paid time such as vacation or sick time. Such payments will be made only upon
28 written request submitted by the employee to the Employee Benefits Office within ninety
29 (90) days of the last payroll period of full-time work.

30 **I. Retirees**

31 Provisions governing retiree participation in County medical and dental

1 plans are in Addendum B.

2 **J. Default Enrollment**

3 **1.** New full-time employees who fail to submit a timely enrollment to
4 Opt-Out or enroll into the medical and dental benefit plans described in Section A will be
5 enrolled by default in the County's Major Medical plan and Delta Dental 50 plan, with
6 employee only coverage. Eligible dependents of such employees may be enrolled in the
7 default plans if the employee requests dependent enrollment within fifteen (15) days of
8 the default enrollment notice is issued.

9 **2.** New part-time employees who fail to submit a timely enrollment to
10 Opt-Out or enroll into the medical and dental benefits described in Section A above will
11 be enrolled by default in the County's Major Medical plan, with employee only coverage.
12 Eligible dependents of such employees may be enrolled in the default plan if the employee
13 requests dependent enrollment within fifteen (15) days of the default enrollment notice is
14 issued.

15 **K. Eligible Dependents**

16 **1. Spouses and Domestic Partners**

17 **a. Definitions**

18 **i.** A "spouse" is a person to whom the employee is legally
19 married.

20 **ii.** A "domestic partner" is a person with whom the
21 employee:

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

27 **(b)** Has a close personal relationship.

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

30 **(1)** Are not legally married to anyone;

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

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

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

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

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

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

10 An employee may enroll a spouse or domestic partner in
11 County medical and dental plans upon completion of the County's Affidavit of Marriage
12 or Domestic Partnership and applicable enrollment process. Enrollment times and other
13 procedures for administration of the medical and dental benefit coverage shall be applied
14 to employees with domestic partners in the same manner as to married employees to the
15 extent allowed by the law. Spouse or domestic partner must be enrolled in the same plan
16 as the employee.

17 2. **Children**

18 a. **Definition**

19 "Eligible children" includes:

20 (i) any biological or adoptive child of the employee or
21 employee's spouse/domestic partner who is under the age of twenty-six (26); or

22 (ii) a court appointed ward of the employee or employee's
23 spouse/domestic partner to the age of majority (most commonly age eighteen (18)) or to
24 the age stipulated in the court documents but not to exceed age twenty-six (26); or

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

27 (iv) the newborn children of an enrolled, unmarried eligible
28 child of the employee or employee's spouse/domestic partner (grandchild of the
29 employee) if:

30 (a) the parent- child is under age twenty-six (26) at
31 the time of the grandchild's birth, and

1 (b) both parent child and grandchild reside with the
2 County employee.

3 Grandchild's eligibility for coverage ends upon the
4 parent child's twenty-sixth (26th) birthday, marriage date, or parent child and/or grandchild
5 no longer reside with the employee, whichever occurs first, unless the County employee
6 has legal custody of the grandchild.

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

13 b. **Enrollment of Dependent Children**

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

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

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

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

23 Employees must report termination of marriage or domestic
24 partnership or any other change in dependent eligibility status of enrolled dependents to
25 the County Employee Benefits Office within sixty (60) days of the dependent status
26 change.

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

30 b. Employees whose marriage or domestic partnership ends
31 must submit a Statement of Termination of Marriage/Domestic Partnership and a

1 complete the benefit change process to sufficiently report the event.

2 c. Employees must remove from coverage a child who has
3 become ineligible by completing the benefit change process.

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

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

12

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 of Multnomah County Registry	End of month partner moved out of shared residence
Child reaches maximum dependent age	End of month that maximum age birth date occurs

13

14 **L. When Benefits Coverage Begins and Ends**

15 **1. Coverage for New Employees**

16 **a. Medical and Dental Benefits**

17 The employee and eligible dependents will be covered by
18 medical and dental benefits the first (1st) day of the month on or following hire, provided
19 the employee has completed the benefits enrollment process and provided required
20 documents to the Employee Benefits office on or before that date. Employees who
21 complete the enrollment requirements after the first (1st) day of the month following hire,
22 but within thirty-one (31) days of hire, will be covered the first (1st) day of the month on or
23 following the date enrollment requirements are completed. Employees who do not enroll
24 within thirty-one (31) days of hire will be enrolled based on the default enrollment

1 procedure. Coverage under the default plan(s) will begin on the first (1st) day of the month
2 following thirty-one (31) days of employment.

3 **2. Benefits Coverage for Terminating Employees**

4 **a. Retirees**

5 **i. County-Subsidized Coverage**

6 Benefits options for retirees are provided for in
7 Addendum C.

8 **ii. Continuation of Coverage Through COBRA**

9 Retirees enrolled in County medical and/or dental
10 plans may purchase continued coverage under County medical and dental benefits plans
11 on a self-pay basis as mandated by law.

12 **b. Other Terminating Employees**

13 **i. County Medical and Dental Coverage**

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

16

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

17

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

23 **ii. Unsubsidized Benefits Continuation of Coverage**
24 **Through COBRA**

25 Terminating employees enrolled in County medical
26 and/or dental plans may purchase continued coverage under County medical and dental
27 benefits plans on a self-pay basis as mandated by law.

1 **3. Employees on Unpaid Leaves of Absence**

2 **a. Leaves of Less Than Thirty (30) Days**

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

6 **b. FMLA/OFLA Leaves**

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

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

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

16 **i. Lapsing of County-Subsidized Coverage**

17 Lapsing of County-subsidized coverage occurs after
18 passage of thirty (30) day leave period. The thirty-first (31st) day of leave in unpaid status
19 triggers loss of health plan coverage. If the thirty-first (31st) day of unpaid non-
20 FMLA/OFLA leave occurs:

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

22
23 Examples: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15th. Leave
24 period exceeds thirty (30) days. The thirty-first (31st) day of unpaid leave is August 14.
25 Employee A's County sponsored health plan coverage will end August 31st. Employee B
26 goes on non-FMLA/OFLA unpaid leave July 18. Leave period exceeds thirty (30) days.
27 The thirty-first (31st) day of unpaid leave is August 17th. Employee B's County sponsored

1 health plan coverage will end September 30th.

2 **ii. Continuation of Coverage Through COBRA**

3 Employees enrolled in County medical and/or dental
4 plans may continue to participate in County medical and dental benefits plans on a self-
5 pay basis as mandated by law.

6 **iii. Benefits Coverage Upon Return from a Leave**

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

13 **(b)** Employees returning from unpaid non-
14 FMLA/OFLA leave in a new plan year will have an Open Enrollment opportunity when
15 they return from leave for the same length of time as Open Enrollment. Such employees
16 must notify the County Employee Benefits Office and complete enrollment-upon their
17 return to work. If submitted enrollment is received on the first (1st) day of the month, the
18 change-will be effective that day; otherwise, coverage will be in effect the first (1st) day of
19 the month following the employee's completed enrollment.

20 **2. Other Benefits**

21 **A. Flexible Spending Accounts**

22 **1. Medical Expenses**

23 To the extent permitted by law, Medical Expense Reimbursement
24 Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed
25 medical, dental, and vision expenses with pre-tax wages, will be available according to
26 the terms of the Multnomah County Medical Expense Reimbursement Plan.

27 **2. Dependent Care Expenses**

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

1 **B. Life Insurance**

2 The County agrees to provide each employee covered by this Agreement
3 with term life insurance in the amount equal to one times (1x) the employee's base
4 earnings up to a maximum of two hundred and fifty thousand dollars (\$250,000).
5 Employees are assessed taxable imputed income on the amount of coverage over fifty
6 thousand dollars (\$50,000). Employees may purchase supplemental term life insurance
7 coverage for themselves, their spouse or their domestic partner consistent with vendor
8 contract(s) by payroll deduction. Premiums will vary according to age of the insured.

9 Upon retirement, employees with fifteen (15) or more years of service will
10 be provided with two- thousand- dollars (\$2,000) coverage. Employees shall designate
11 their beneficiaries.

12 **C. Emergency Treatment**

13 Employees may receive first aid and will have access to obtain emergency
14 treatment as necessary for on-the-job injuries. Employees shall have access to or be
15 provided upon request the Workers' Compensation Claim Form (Form 801). It is an
16 employee's option whether or not to file a workers' compensation claim.

17 **D. Disability Insurance**

18 **1. Short-Term Disability**

19 Any employee covered by this Agreement will be covered by the
20 County-paid short-term disability program, at the following coverage level: sixty percent
21 (60%) of base earnings up to one thousand five hundred dollars (\$1,500) per week.

22 **2. Long-Term Disability**

23 All bargaining unit employees scheduled to work at least half-time
24 will be covered by a County-paid group long term disability insurance policy at the
25 following level: sixty percent (60%) of base earnings up to six thousand dollars (\$6,000)
26 per month maximum.

27 **E. HRA-VEBA**

28 The County will contribute into a Health Reimbursement Account-Voluntary
29 Employee Beneficiary Association (HRA-VEBA) for each employee covered by this
30 agreement in accordance with the provisions of Addendum D.

- 1 HRA-VEBA is subject to annual review and adjustment July 1st of any year
- 2 by mutual agreement of the parties.

ARTICLE 12
PENSIONS

1. **PERS**

The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

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

A. The County shall pay the "pick-up" of the required six percent (6%) employee contribution to PERS as provided in ORS 238.205. If for any reason the ORS 238.205 "employer pick-up" is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to the resumption of PERS pick-up in 1999, including but not limited to the terms of compensation for non-PERS members.

B. Until the County resumes pick up of PERS contributions under ORS 238.205 as provided above, to the extent allowable by law, the required employee contribution of six percent (6%) of wages to PERS is deemed to be "picked up" by the County for limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies but for other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the six percent (6%) contribution through payroll deduction is mandatory for each employee who is a member of PERS. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

3. **Sick Leave in Application to Final Average Salary**

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

ARTICLE 13
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

1. Occupational Injury or Illness Occurring Within Oregon

A. Coverage

All members of the bargaining unit will be provided full coverage as required by the Oregon Workers' Compensation Act through Multnomah County's self-insured program.

B. Seniority

1. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt the employee's continued period of employment with reference to accrual of seniority unless the employee's health care provider or the State Workers' Compensation Department or Board certifies to the County in writing that the employee will be permanently disabled to such an extent that they will be unable to return to the County and fully perform the duties of the position they last occupied. The certification can be delivered to the County by the employee. In such an event the employee's status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination. If injured during trial service, the trial service period may be extended by written agreement of the Union, employee, and County.

2. If an injured employee has been released by their attending physician to return to the job at injury, they will be reinstated to that position if eligible under the provision of ORS 659.043 or its successor; provided that such reinstatement shall not violate the seniority rights, as contained elsewhere in this Agreement, of any other employee.

C. Supplemental Benefits

The County shall supplement the amount of Workers' Compensation benefits received by the employee for temporary disability due to occupational injury, illness, or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of one-hundred-percent (100%) of their

1 semi-monthly net take-home pay (as calculated in accordance with Workers'
2 Compensation regulations) subject to the following conditions:

3 1. Supplemental benefits shall only be payable for those days an
4 employee is receiving time loss benefits pursuant to Oregon Workers' Compensation
5 Law. Supplemental benefits shall be paid for no more than three-hundred twenty (320)
6 hours of the employee's regular working hours or for a period equal to the amount of
7 accrued sick leave hours at the time of injury, whichever is greater. Such payments shall
8 not be chargeable to accrued sick leave.

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

11 3. To the extent not compensated by Workers' Compensation benefits,
12 the day following the first day of occupational disability and the next succeeding day shall
13 be compensated subject to the provisions of Article 9, Sick Leave.

14 **D. Denied Claims**

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

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

22 3. If an employee's Workers' Compensation claim is under appeal, and
23 the employee is no longer entitled to medical/dental coverage under Article 11, Health
24 and Welfare, they will be entitled to continued coverage under federal COBRA law. The
25 duration of such coverage will be for six (6) months or the legally mandated period,
26 whichever is greater, provided that the employee continues to be eligible and pays the
27 premiums as required.

28 4. If a denied claim is later held compensable upon appeal, the
29 employee will be entitled to:

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

1 **b.** Any supplemental benefits not paid in accordance with
2 “Section IV” of this Article.

3 **E. Borrowing of Sick Leave**

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

6 **F. Benefits**

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

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

15 **2. Occupational Injury or Illness Outside of Oregon**

16 **A.** County employees traveling for out-of-state work conferences or training
17 will be covered through the self-insured program as outlined in Section 1.

18 **B.** Out-of-state teleworking employees are either covered by the self-insured
19 program or through a state specific policy as necessitated by the rules and regulations of
20 that individual state in conjunction with the nature of the telework assignment.

21 **C.** When an out-of-state policy is applicable, the rules and coverage benefits
22 will be dictated by that state’s regulations including supplemental benefits as defined in
23 Section 1.C. above. There may also be documentation requirements for employees
24 before supplemental benefits can be paid. Employees will not be concurrently insured
25 through the Oregon self-insured program.

26 **D.** To the extent not compensated by Workers' Compensation benefits, the
27 hours missed on the first day of occupational disability shall be compensated as time
28 worked.

29 **E.** To the extent not compensated by Workers' Compensation benefits, the
30 day(s) following the first day of occupational disability for the duration of the state’s waiting
31 period shall be compensated subject to the provisions of Article 9, Sick Leave.

ARTICLE 14
HOURS OF WORK

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1. Work Day

A. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

B. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.

C. Employees on a four-(4) day per week work schedule shall work ten (10) hours per day excluding meal period.

D. Electricians in the Bridges Division of the Department of Community Services (DCS) only: A nine-eighty's (9-80s) schedule is defined as seven (7) consecutive calendar days beginning four (4) hours after the employee's start time on Monday and ending four (4) hours after the employee's start time on the following Monday, or beginning four (4) hours after the employee's start time on Friday and ending four (4) hours after the employee's start time on the following Friday. Employees working a nine-eighty's (9-80s) schedule shall work four (4) nine (9) hour days and one eight (8) hour day in one (1) week excluding the meal period and four (4) nine (9) hour days in the next week excluding the meal period.

2. Work Week

A. Regular

Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule. Employees with four (4) days per week ten (10) hours per day work schedules shall have three (3) consecutive days off, including Saturday and Sunday; however, if operational needs of the County dictate, the County may institute a limited number of 4-10 work schedules having Saturday and Sunday off. Qualified volunteers

1 shall be solicited to take the third (3rd) day as a non-consecutive day off. If no volunteers
2 accept the third (3rd) day, it shall be determined via seniority list with the least senior
3 qualified person being assigned. In no case shall the workweek be for more than forty
4 (40) hours, excluding the meal period.

5 **B. Continuous Operations**

6 Employees engaged in continuous operations are defined as being any
7 employee or group of employees engaged in an operation for which there is regularly
8 scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek
9 for employees engaged in continuous operations shall consist of five (5) consecutive
10 days, with two (2) designated days off.

11 **C. Alarm Technicians - Facilities Division**

12 1. Alarm Technicians in the Facilities and Property Management (FPM)
13 Division shall have the option of working a 5/8 schedule or a 4/10 schedule as defined in
14 Sections 1 and 2 of this Article.

15 2. The 4/10 schedule will be considered voluntary when applying for a
16 4/10 schedule and requesting to change back to a 5/8 schedule. Employees who have
17 volunteered to work a 4/10 schedule and wish to return to a 5/8 schedule need to give
18 their manager at least ten (10) working days' notice of the requested change.

19 3. Employees working a 4/10 schedule will work either an A or B shift:
20 A shift will begin work at 6:00 a.m. and end at 4:30 p.m. with a one-half (1/2) hour lunch
21 period. B shift will begin work at 8:30 a.m. and end at 7:00 p.m. with a one-half (1/2) hour
22 lunch period. Swing shift differential will be in accordance with Article 15.13.

23 4. Alarm Technicians working B shift will receive the swing shift
24 premium for all hours on this shift. Administration of the shift premium will be in
25 accordance with Article 15.13.

26 **3. County Closures and Curtailments**

27 **A. General**

28 1. All employees are expected to make every effort to attend work and
29 serve the public during inclement weather, natural disaster, or community emergency
30 unless released from reporting by their manager or other authorized management
31 representative.

1 **2.** The County Chair, Chair’s Chief-Of-Staff, Chief Operations Officer,
2 or other Chair designee may make countywide facility closure or operations curtailment
3 decisions. Those executives, and Department Directors and their designees, may make
4 Department facility closure or operations curtailment decisions.

5 **3.** The County reserves the right to maintain and revise policy regarding
6 inclement weather, a natural disaster, or community emergency, as relates to facility
7 closure and operations curtailment, attendance at work, and reassignment of staff to other
8 temporary work locations. The County further reserves the right to determine whether or
9 not a specific event qualifies under the terms of such policy.

10 **B. Operationally Essential Assignments**

11 **1.** All Local 48 employees are designated as operationally essential
12 (“Essential”) and are required to report for duty regardless of facility, closure or curtailment
13 of some or all County operations. An employee who does not report to work or who reports
14 late shall time-code the absence as leave without pay, or may charge it to compensatory
15 time off, holiday, or vacation leave.

16 **2.** Employees will be entitled to Operationally Essential Assignment
17 Compensation as described in Article 15.15.

18 **3.** Employees who were already scheduled for paid leave remain in that
19 leave status.

20 **C. Non-Routine Emergency Operations, Support, and Response**

21 **1.** All County employees have a role in serving the public during
22 inclement weather, natural disaster, or other types of community emergency response.

23 **2.** In the event of inclement weather, natural disaster, or community
24 emergency response requiring non-routine emergency operations and support, the
25 County may designate positions and/or job profiles as indispensable to the County’s
26 response operations and those employees shall be required to report for duty.

27 **3.** During these emergency responses, while it typically begins with a
28 call for volunteers, County employees may ultimately be reassigned from their current
29 position to a role in the emergency response in order to support the critical needs
30 presented by our communities. In such a circumstance, provisions concerning notice,
31 posting, and changes to work schedules as described in this Article are suspended.

1 **D. Hardship Requests During Natural Disasters and Community**
2 **Emergencies**

3 The County recognizes the scope and intensity of potential natural disasters
4 and community emergencies that could be experienced by County employees. While
5 employees are expected to make reasonable efforts to perform the duties of their job
6 during an emergency, the County will also make reasonable efforts to accommodate
7 impacted employee requests for leave or alternative places to work during such
8 emergencies, such as another County building that is closer to the employee's home,
9 another public sector jurisdiction that is closer to the employee's home and with which the
10 County has a reciprocal agreement, or the ability to telework from home.

11 **4. Work Schedules**

12 Work schedules showing the employee's shift, work days, and hours shall be made
13 accessible to employees at all times. All employees shall be scheduled to work on a
14 regular work shift and each shift shall have regular starting and quitting times. Except for
15 emergency situations and during the duration of the emergency, work schedules for any
16 work shift shall not be changed unless-ten (10) work days' written notice is given to the
17 affected employees.

18 **5. Reduced Workweek**

19 In the event that the financial budget situation of the County requires a reduced
20 workweek for employees covered by this Agreement, the parties agree to meet and
21 discuss scheduling problems, which may arise. Such meeting shall be held prior to
22 implementation of the reduced workweek.

23 **6. Rest Periods**

24 All employees' work schedules shall provide for a fifteen (15) minute rest period
25 during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each
26 one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their
27 regular quitting time into the next shift shall receive a fifteen (15) minute rest period before
28 they start to work on the next succeeding shift when it is anticipated the overtime is
29 expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall
30 be granted the regular rest period that occurs during the shift.

1 **7. Meal Periods**

2 All employees shall be granted a meal period of not less than thirty (30) minutes
3 during each work shift. Whenever practicable, meal periods shall be scheduled in the
4 middle of the shift. The County shall provide a half (1/2) hour paid meal period at the
5 applicable rate to any employee who is requested to and does work two (2) hours beyond
6 their regular quitting time.

7 **8. Clean-Up Time**

8 Employees occupying labor, trades, or craft positions shall be granted adequate
9 personal clean-up time prior to the end of each work shift. The County shall provide the
10 required facilities for the employee's clean up. Neither party to this Agreement shall
11 construe "clean-up time" to mean "quit-early time" or "leave-early time."

12 **9. Uniform Time Charging Provisions**

13 **A. Rounding Rule**

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

- 17 1. 0 - 7 minutes rounds to 0 hours
18 2. 8 - 15 minutes rounds to 1/4 hour

19 **B. Applications**

20 **1. Lateness**

21 An employee who is seven (7) minutes or less late shall be paid for
22 a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for
23 one quarter (1/4) of an hour.

24 **2. Working Over**

25 An employee who works over less than eight (8) minutes shall not be
26 compensated. An employee who works eight (8) to fifteen (15) minutes over shall be
27 compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance
28 with Article 15, Wages.

29 **3. Leaves**

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

1 **4. Management and Employee Rights**

2 The right of management to discipline employees for tardiness is not
3 waived by the above rounding provisions, nor shall the above provision be construed as
4 a right for management to extend the end of the working day beyond the normally
5 scheduled ending time.

6 **10. Time Between Shifts**

7 There shall be a minimum of eight (8) hours between regular scheduled shifts.
8 Employees who have completed their regular shift and are required to work an additional
9 continuous eight (8) hours shall be granted four (4) hours of rest with pay at the straight
10 pay hourly rate. The rest pay provisions shall apply to the employee's first four hours of
11 their next shift and only occurs when the next regular shift begins within twelve (12) hours
12 of the end of the continuous work period.

ARTICLE 15

WAGES

1. Wages and Job Profile Schedule

A. Wage Rates for FY 2023-2024

1. Effective July 1, 2023, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum

A. Said schedule reflects a cost of living increase of five percent (5%) effective July 1, 2023.

2. Effective July 1, 2023, all IBEW Local 48 job profiles will receive a market adjustment of four-point six two percent (4.62%).

3. Additionally, regular and limited duration Local 48 employees covered by this Agreement will be eligible upon full ratification of this contract for a one-time retention incentive of \$2,500, prorated by FTE (as of date of ratification), to address current job market conditions and employee retention.

B. Wage Rates for FY 2024-2025

1. Effective July 1, 2024, the wage rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the West - Size A Consumer Price Index for Urban Wage Earners and Clerical Workers Index (West - Size A CPI-W), for the second half 2022 to the second half 2023 as reported in February 2024. The minimum percentage increase shall be no less than one percent (1%) and the maximum percentage increase no more than four percent (4%).

2. Additionally, effective on July 1, 2024, regular and limited duration Local 48 employees covered by this Agreement will receive a one-time retention incentive of \$2,000, prorated by FTE (as of date of July 1, 2024), to address current job market conditions and employee retention.

C. Wage Rates for FY 2025-2026

Effective July 1, 2025, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the West - Size A Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers Index (West - Size A CPI-W), for the second half 2023 to the second half 2024 as reported in February 2025.

1 The minimum percentage increase shall be no less than one percent (1%) and the
2 maximum percentage increase no more than four percent (4%).

3 **D. Wage Rates for FY 2026-2027**

4 Effective July 1, 2026, the rates and ranges of employees covered by this
5 Agreement shall be increased by the percentage increase in the West - Size A Consumer
6 Price Index (CPI) for Urban Wage Earners and Clerical Workers Index (West - Size A
7 CPI-W), for the second half 2024 to the second half 2025 as reported in February 2026.
8 The minimum percentage increase shall be no less than one percent (1%) and the
9 maximum percentage increase no more than four percent (4%).

10 **E.** The County agrees that for fiscal years beginning July 1, 2024, July 1, 2025,
11 and July 1, 2026, should the County grant AFSCME Local 88 or IUOE Local 701
12 bargaining units a COLA range with a higher minimum and/or higher maximum that the
13 County will notify Local 48 and offer Local 48 the same COLA range.

14 **F. Market Adjustments**

15 Effective July 1, 2024 and July 1, 2026 the pay rates, will be adjusted if the
16 County rates fall below market average. Market average is defined as:

17 **1.** Comparables are: Clackamas County, City of Portland, METRO,
18 Port of Portland PDX, OHSU, and Portland Public Schools.

19 **2.** Comparable market rate reviewed will be the Electrician job profile,
20 comparing Multnomah County Electrician job profile with comparables that are similar in
21 duties and responsibilities. Other job profiles covered by this agreement shall receive the
22 same market rate adjustment as applies to the Electrician job profile.

23 **3.** Comparable pay rates shall be pay rates effective January 1, 2024
24 and January 1, 2026, taking into consideration delayed implementation subject to finalize
25 wage rates which are subject to such actions as contract negotiations/finalized salary
26 studies. Multnomah County pay rate for purposes of comparison shall include appropriate
27 July 1, 2024 and July 1, 2026 CPI adjustments.

28 **4.** Market adjustment increase shall be equal to the percentage that
29 Multnomah rates are below the market average rounded to a tenth of a percent. July 1,
30 2024 CPI increase shall be based on July 1, 2023 wage rate plus any market adjustment.

1 July 1, 2026 CPI increase shall be based on July 1, 2025 wage rate plus any market
2 adjustment.

3 **G. New Job Profiles**

4 When any position covered by this Agreement not listed on the wage
5 schedule is established, the County may designate a job profile and pay rate for the
6 position. In the event the Union does not agree that the job profile and/or rate are proper,
7 the Union shall have the right to submit the issue as a grievance at Step III of the
8 Grievance Procedure.

9 **H. Work In a Job Profile**

10 Whenever a manager instructs an employee to replace another employee
11 in a higher job profile and perform such work for more than one (1) shift, the employee
12 shall be paid for all such work at the rate of pay assigned to the higher classified work in
13 the appropriate step, according to the promotional policy, if any.

14 **2. Pay Period**

15 The salaries and wages of employees shall be paid semi-monthly on the last
16 regular county business day of the last week of the pay period following the pay period in
17 which the pay was earned. In the event the normal payday is a holiday, the preceding
18 day shall be the payday.

19 **3. Height Time Bonus Pay**

20 When workers are performing work on a structure at or above the ninety (90) foot
21 level, where scaffolding or special safety devices are used, the wage rate for such work
22 shall be double the straight-time hourly rate.

23 When the aforementioned work is performed on an overtime basis or on a
24 holiday, the rate of pay shall be triple the straight-time hourly rate.

25 **4. Reporting Time**

26 Any employee who is scheduled to report for work and who presents themselves
27 for work as scheduled, but where work is not available for them, shall be excused from
28 duty and paid at their regular rate for a day's work.

29 **5. Call-In Time**

30 Employees who participate in the On-Call program or accept an emergency
31 "Call-In" shall be paid for a minimum of four (4) hours of call-in pay at the rate of time and

1 one-half (1-1/2) except that an employee called to work within two (2) hours of the
2 commencement of their scheduled shift shall be paid at the rate of one and one-half (1-
3 1/2) times the employee's regular straight time rate only for the period elapsed from the
4 commencement of the call-out to the commencement of the shift.

5 It is the understanding of the parties that the four (4) hour period for a Call-In
6 commences with the acceptance of the call-in assignment and ends four (4) hours later.
7 For instance, an employee that accepts a call-in assignment at eight o'clock (8:00) a.m.
8 will receive call-in pay through twelve o'clock (12:00) p.m.

9 **A.** Emergency call-ins that occur within the first three (3) hours and forty-five
10 (45) minutes of the call-in period will be considered part of the original call-in time. If the
11 duration of the assignment(s) extends past the end of the original four (4) hour call-in
12 time, the employee will receive call-in pay through the duration of the assignment(s). For
13 example, an employee that began their call-in pay period at 8:00 a.m. and receives an
14 additional emergency assignment at 11:00 a.m. will receive only one call-in pay period;
15 however, if the 11:00 a.m. work is not completed until 1:00 p.m., the employee would
16 receive five (5) hours of call-in pay.

17 **B.** Emergency call-ins that occur during the last fifteen (15) minutes of the
18 original call-in period will be considered a new call-in and the employee will receive an
19 additional four (4) hours of call-in commencing at the acceptance of the call-in assignment
20 and ending four (4) hours later. For example, an employee that began their call-in pay
21 period at 8:00 a.m. and the call received at 11:45 a.m. will begin a second four (4) hour
22 call-in period ending at 3:45 p.m.

23 Employees will only be called out and remain working for bona fide urgent and
24 immediate operational needs. Call-in time will not be used for assigning (stacking) routine
25 work. The employer may also assign an employee who may be subject to call-out a
26 County vehicle, which the employee shall use solely for performing County business and
27 for commuting to and from work. The assignment of the vehicle shall be voluntary, except
28 that it may be made mandatory in the event of an emergency or if the public health or
29 safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's
30 discretion. If such an assignment is made, the employee shall not be charged for such a
31 vehicle.

1 **6. Off Duty Work from Home Including Work Telephone Calls**

2 Any employee who is required to perform work or called by the County at home or
3 a location other than their job site for work related business during off-duty hours, and is
4 not required to report to a work site, shall be compensated a minimum of one (1) hour
5 pay or the length of the call whichever is greater, plus any applicable shift differential, at
6 the appropriate rate of pay. Multiple calls less than twenty (20) minutes between the end
7 of the first and beginning of the second (or more) calls will be considered one (1) call.
8 This provision does not apply to work scheduling or work site directions. The County shall
9 provide required computers for employees who repair or maintain County automated
10 systems from home.

11 **7. On-Call Duty**

12 **A. Voluntary**

13 Facilities Management and Bridge Section may use a voluntary on-call duty
14 pool to provide a method of rotating access to emergency call-out generated overtime.
15 All employees who volunteer shall be allowed to take their assigned County vehicles
16 home. Employees whose residences are more than thirty (30) miles from their regular
17 reporting place may not be eligible to volunteer for this pool. An employee in the pool shall
18 be designated as the primary responders and shall take all Call Outs if call volume
19 demands it, another employee from the pool may be called out. The designated primary
20 responder who declines a call may be removed from the volunteer pool and shall lose the
21 ability to take a County vehicle home. With permission of management, the employee
22 may be reinstated to the volunteer pool. If called in to work, the volunteer employee must
23 respond to the call and will be paid as described in Section 5. The assignment of On-Call
24 status will be distributed equally among qualified employees who volunteer for the
25 assignment. The division may terminate a Voluntary On-Call Duty pool by providing
26 ten (10) days' notice to the affected employees. Employees may withdraw from the
27 voluntary pool with ten (10) days' notice to management. Employees shall be paid one
28 (1) hour of pay or compensatory time off at the regular straight time rate for each eight (8)
29 hours of assigned on-call duty. Employees who are assigned on-call duty for less than
30 eight (8) hours shall be paid on a pro-rated basis at full hour increments. On-call duty
31 time shall not be counted as time worked in the computation of overtime hours. An

1 employee shall not be in on-call duty once they actually commence performing assigned
2 duties and receive the appropriate rate of pay for time worked.

3 **B.** During a bona fide emergency situation, employees may be required to be
4 on-call for a specific period of time. Employees shall be paid one (1) hour of pay at the
5 regular straight time rate for each eight (8) hours of assigned on-call duty during such
6 bona fide emergency situations. Employees who are assigned on-call duty for less than
7 eight (8) hours shall be paid on a pro-rated basis at full hour increments. On-call duty time
8 shall not be counted as time worked in the computation of overtime hours. An employee
9 shall not be in on-call duty once they actually commence performing assigned duties and
10 receives the appropriate rate of pay for time worked. If an employee agrees to finish a
11 regularly scheduled assignment that continues past the end of their regularly scheduled
12 work shift, and into On-Call Duty that the employee has signed up for, the employee shall
13 complete their assigned work and will receive any applicable overtime pay.

14 **C.** Employees in On-Call status must respond to the initial contact within one-
15 half (1/2) hour. If the employee's presence at the work site is required, the employee
16 must be able to report for work within one (1) hour of their response to the initial contact.
17 Employees in On-Call status shall be available for call-in work assignments outside of
18 their working hours, but not subject to restrictions which would prevent the employee from
19 using the on-call effectively for the employee's own purposes. While in On-Call status,
20 employees are required to remain fit for call-in during non-work time, keep their assigned
21 telecommunications equipment in operation and comply with any call-in assignment. An
22 employee in On-Call status will be assigned a specialized County vehicle that shall be
23 used solely for performing County business and commuting to and from work.

24 **D.** Employees who are assigned a County vehicle under Section 8 (a) may be
25 dispatched to their home by Management from their last work assignment. Such
26 employees will be released from duty at their designated shift termination. The final
27 fifteen (15) minutes of the shift are designated as Clean-Up Time per Article 14.

28 **8. Overtime**

29 Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid
30 for work under any of the following conditions, but compensation shall not be paid twice
31 for the same hours.

- 1 **A.** When scheduled to work five (5) days a week:
- 2 **1.** All authorized work performed in excess of eight (8) hours in any
- 3 workday.
- 4 **2.** All authorized work performed in excess of forty (40) hours in any work
- 5 week.
- 6 **3.** All work performed on employee's sixth (6th) day shall be
- 7 paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time
- 8 rate, provided the employee has worked such overtime on the sixth (6th) day as was
- 9 offered to them for that day.

- 10 **B.** When scheduled to work four (4) days a week:
- 11 **1.** All authorized work performed in excess of ten (10) hours in any work
- 12 day.
- 13 **2.** All authorized work performed in excess of forty (40) hours in any
- 14 work week.
- 15 **3.** All work performed on employee's fifth (5th) day shall be paid for at
- 16 the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the
- 17 double-time rate, provided that the double-time rate shall be paid only when the employee
- 18 has worked such overtime on the-fifth (5th) day as was offered to them on that day. If an
- 19 employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at the
- 20 rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.
- 21 **4.** Overtime worked shall be calculated in accordance with the uniform
- 22 time charging provisions of Article 14.

23 **C.** Employees shall be compensated with four (4) hours of straight time when

24 scheduled overtime is canceled with less than forty-eight (48) hours of notice.

25 **9. Compensatory Time**

26 Compensatory time may be accrued by agreement between the County and the

27 employee with the following limitations. Specifically, in lieu of overtime pay, an employee

28 may with managerial approval elect to accrue compensatory time equivalent to the

29 applicable overtime rate for each hour of overtime worked provided:

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

1 **B.** Accrued compensatory time off shall be used at the discretion of the
2 employee with the manager's consent.

3 **C.** In the event the employee terminates for any reason, accrued
4 compensatory time shall be paid to the employee or their heirs.

5 **10. Scheduled Overtime Distribution**

6 Scheduled overtime work shall be distributed equally among qualified available
7 employees. However, employees may volunteer for overtime work. There shall be no
8 discrimination against any employee who declines to work overtime. Overtime work shall
9 be voluntary except in cases where the public health, safety, and welfare may be
10 jeopardized.

11 A record of scheduled overtime hours worked made available to employees upon
12 request to their manager.

13 **11. Mileage Pay**

14 Each employee will be assigned a regular reporting place. Regular reporting
15 places may be changed with ten (10) days written notice to the affected employee.
16 Whenever an employee is required to work at any location other than their regular place
17 of reporting, they shall be paid at the IRS tax exempt reimbursement rate for the use of
18 their personal transportation from their regular reporting place to and from the temporary
19 new location. All employees shall be allowed pay from the time of reporting to their regular
20 reporting place, and this shall end when they return to their regular reporting place.

21 **12. Parking**

22 Whenever employees are required to use their private vehicle for work
23 assignments, they will be reimbursed for the cost of parking pursuant to the County policy.

24 **13. Shift Differential**

25 In addition to the established wage rates, the County shall pay the following:

26 **A. Swing Shift Premium**

27 An hourly premium of one dollar and seventy-five cents (\$1.75) to
28 employees for all hours worked on shifts beginning between the hours of twelve (12:00)
29 p.m. and six-fifty-nine (6:59) p.m.

30 **B. Graveyard Shift Premium**

31 An hourly premium of two dollars (\$2.00) to employees for all hours worked

1 on shifts beginning between seven (7:00) p.m. and five fifty-nine (5:59) a.m.

2 **C. Relief Shift Premium**

3 An hourly premium of one dollar and twenty-five cents (\$1.25) per hour will
4 be paid to all employees for all hours worked while assigned to a relief shift.

5 **14. Protective Equipment**

6 **A. Safety Shoes**

7 On an annual basis, and upon presentation of a receipt, employees shall be
8 eligible for reimbursement of up to three-hundred dollars (\$300) for required, specific
9 safety shoes in performance of their duties in compliance with Oregon OSHA Shoe
10 Requirements, American Society for Testing and Materials (ASTM) F-2412-2005
11 standards, and National Fire Protection Association (NFPA) requirements.

12 **B. Prescription Safety Glasses**

13 The County is not obligated to purchase or supply non-specialty safety
14 eyewear and other items as identified in OAR 437-002-0134 Subsections (4)(b)-(e),
15 however, upon an employee's request and subject to prior manager approval, the County
16 may in its discretion reimburse an employee up to one-hundred fifty dollars (\$150) for
17 prescription safety glasses that meets the American National Standards Institute (ANSI)
18 Z87.1 standard.

19 **15. Operationally Essential Assignment Compensation**

20 Employees in positions that have been designated as Operationally Essential
21 Assignments shall receive two (2) saved holidays, at the number of hours described in
22 Article 7.3. on October 16 of each year. An employee who transfers into an Operationally
23 Essential Assignment after October 16, but before January 1 of the same fiscal year, will
24 receive two (2) saved holidays effective to the date of their transfer. An employee who
25 transfers into an Operationally Essential Assignment on or after January 1, but before
26 February 15 of the same fiscal year, will receive one (1) saved holiday effective to the
27 date of their transfer. An employee who transfers into an Operationally Assignment after
28 February 15 will receive no saved holiday for the fiscal year.

29 **16. Jail Side Premium**

30 **A.** A differential of ten percent (10%) over base rate will be paid to employees
31 when they meet all of the following criteria:

1 1. Employee is assigned to work indoors at a correctional facility on the
2 jail side; and

3 2. Jail side is defined as the part of the indoor correctional facility that
4 is designed for justice-involved incarcerated individuals to live, common and recreational
5 areas, receive healthcare, intake area(s), and holding cells. This does not include areas
6 that are not jail side or where justice-involved incarcerated individuals do not have access,
7 such as administrative areas or control booths.

8 **B.** An employee whose primary work location is jail side, as defined in Section
9 16.A.2. above, and routinely works more than fifty percent (50%) of their time jail side,
10 shall receive the premium on all hours worked.

11 **C.** An employee who works indoors at a correctional facility on the jail side, as
12 defined in Section 16.A.2 above, and on an ad-hoc basis, may receive this premium on
13 hours worked jail side.

14 **17. Overpayments and Payments in Violation of Contract**

15 Any employee receiving unauthorized payments has the obligation to call such
16 errors to the attention of their manager.

17 **A. Unauthorized Overpayments**

18 Any employee who receives payments to which they are not entitled,
19 including but not limited to premium pay, shift differential, overtime pay, step increases,
20 or any other salary, wage, or reimbursement which is not authorized by this contract or
21 County Personnel Rules, and which the employee knew or reasonably should have
22 known they were not entitled to receive, shall reimburse the County for the full amount of
23 the overpayment.

24 **B. Payments in Error**

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

1 **C. Repayment to the County**

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

6 **D. Repayment to the Employee**

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

11 **18. Implementation of Compensation Provisions**

12 **A.** Payment of all changes to compensation agreed to in bargaining, including
13 but not limited to, retroactive CPI Increase/COLA, market adjustments, one-time retention
14 incentives, new or increased premiums, etc. will be determined by the Workday
15 implementation project plan, but issued no later than twelve (12) weeks following
16 ratification by the Multnomah County Board. To be eligible for any retroactive
17 compensation adjustments, employees must be in active employment status as of the
18 date of Multnomah County Board ratification.

19 **B.** Employees who terminate employment after Multnomah County Board
20 ratification will receive any retroactive pay in alignment with the full contract
21 implementation. For example, if the Collective Bargaining Agreement is ratified by the
22 Board on May 1, 2023, all retroactive payments will be paid no later than July 24, 2023
23 (twelve (12) weeks following May 1, 2023).

24 **C.** Payment of all changes to compensation agreed to in bargaining, including
25 but not limited to, retroactive COLA, retention incentives, new premiums, etc., will not
26 necessarily be paid and/or provided on the effective date(s) referenced in the contract,
27 but shall instead be paid and/or provided in accordance with the regular payroll schedule
28 as consistent with the parties' long-standing past practice (e.g., if an employee is eligible
29 for a bonus on July 1st, then payment of that bonus would not occur on that date, but
30 would instead occur on the subsequent date when payroll for July 1st regularly occurs).

ARTICLE 16
DISCIPLINARY ACTION

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1. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any regular, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure. The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

3. Personnel Files

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

B. Except as provided below, an employee may request and have removed from their personnel file any letter of reprimand more than two (2) years old.

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

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

1 **ARTICLE 17**
2 **SETTLEMENT OF DISPUTES**
3

4 **1. Grievance Procedure**

5 Any grievance or dispute which may arise between the parties involving the
6 application, meaning, or interpretation of this Agreement shall be settled in the following
7 manner:

8 **A. Step I - The Immediate Manager**

9 After first attempting to resolve the grievance informally, any employee or
10 the Union may present in writing such grievance to the employee's section or division
11 head through the immediate manager within ten (10) working days of the alleged
12 contractual violation. If, at the time of the alleged violation, the employee or their
13 representative is unaware of its occurrence, a grievance may be presented in writing
14 within ten (10) working days of the time the employee first has knowledge or should have
15 had knowledge of its occurrence. A grievance may not be initiated concerning an event
16 after sixty (60) days have elapsed; however, in no way is this provision to be interpreted
17 as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach
18 continues and is not a single isolated incident). The grievance notice shall include a
19 statement of the grievance and relevant facts, applicable provisions of the contract, and
20 remedies sought. The manager shall then attempt to adjust the matter and respond, in
21 writing, to the employee or their representative within ten (10) working days.

22 **B. Step II - The Department Director**

23 If the grievance has not been answered or resolved, it may be presented in
24 writing by the employee or their representative to the Department Director within ten (10)
25 working days after the response is due from the manager. The department director shall
26 respond to the employee or their representative, in writing, within ten (10) working days.

27 **C. Step III - Labor Relations**

28 If the grievance has not been answered or resolved at Step II, it may be
29 presented, in writing, by the grievant to Labor Relations, or their designee(s), within ten
30 (10) working days after the response of the Department Director is due. Labor Relations,
31 or their designee(s), shall respond in writing to the grievant within ten (10) working days.

1 **D. County Grievances**

2 When the County has a grievance, it may be presented in writing to the
3 Union through the County Chair or their representative. The parties will each then
4 promptly appoint two (2) persons to serve as a Board of Adjustment to consider the
5 grievance of the County and resolve the dispute. If the Board of Adjustment is unable to
6 resolve the dispute within ten (10) days of the notification to the Union, then the County
7 may request arbitration under Step V of this Grievance Procedure by written notice to the
8 other party. This procedure for County grievances is not exclusive, and the County
9 expressly retains the right to alternately proceed with any other action, including court
10 proceedings, it may deem in its discretion to be advisable or warranted.

11 **E. Step IV - Request for Arbitration**

12 If the grievance has not been answered or resolved at Step III, either party
13 may, within ten (10) working days after the expiration of time limit specified in Step III,
14 request arbitration by written notice to the other party.

15 **F. Step V - Arbitration**

16 After the grievance has been submitted to arbitration, the parties, or their
17 representatives, shall jointly request the Oregon Mediation and Conciliation Service for a
18 list of the names of seven (7) arbitrators. The parties shall select an arbitrator from the list
19 by mutual agreement. If the parties are unable to agree on a method, the arbitrator will
20 be chosen by the method of alternate striking of names; the order of striking to be
21 determined by lot. One day shall be allowed for the striking of each name. The final name
22 left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from
23 agreeing upon a permanent arbitrator or permanent list.

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

29 The arbitrator shall be requested to begin taking evidence and testimony
30 within a reasonable period after submission of the request for arbitration taking into
31 account the schedules of the parties' representatives and the arbitrator and witnesses;

1 and the arbitrator shall be requested to issue their decision within thirty (30) days after
2 the conclusion of testimony and argument. The parties hereby vest the arbitrator with
3 authority to compel the attendance of witnesses on behalf of either party by issuance of
4 a subpoena, the cost of which shall be borne by the party requesting the subpoena.

5 The arbitrator's decision shall be final and binding, but they shall have no
6 power to alter, modify, amend, add to, or detract from the terms of the Contract. The
7 arbitrator's decision shall be within the scope and terms of the Contract and in writing.
8 Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days
9 prior to the date the grievance was first filed with the manager and it shall state the
10 effective date of the award.

11 Expense for the arbitration shall be borne by the losing party. Each party
12 shall be responsible for compensating its own representatives and witnesses. If either
13 party desires a verbatim recording of the proceedings, it may cause such a record to be
14 made, on the condition that it pays for the record and makes copies available without
15 charge to the other party and the arbitrator.

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

19 **2. Stewards and the Processing of Grievances**

20 **A.** Employees selected or elected by the Union as employee representatives
21 shall be known as "stewards." The names of the stewards and the names of other Union
22 representatives who may represent employees shall be certified in writing to the County
23 by the Union. Stewards may investigate and process grievances during working hours
24 without loss of pay. All efforts will be made to avoid disruptions and interruptions of work.

25 **B.** Departure from the established Grievance Procedure outlined in this article
26 by any employee shall automatically nullify the Union's obligation to process the
27 grievance.

ARTICLE 18
GENERAL PROVISIONS

1. No Discrimination

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, political affiliation, sexual orientation, gender identity, whistleblower status, source of income, or familial status. It is further agreed that there will be no discrimination against a person with a disability unless bona fide job-related reasons exist. The Union shall share equally with the County the responsibility for applying the provisions of the Agreement.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards

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

3. Visits by Union Representatives

The County agrees that the Business Manager or their Assistant, accredited representatives of the International Brotherhood of Electrical Workers, Local 48, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Changes in Existing Conditions

The County will solicit and be receptive to the input of the Union regarding changes

1 in existing working conditions proposed by the County, and any such changes shall not
2 be made for arbitrary or capricious reasons.

3 Any unresolved dispute as to the reasonableness of a change in existing working
4 conditions shall be resolved through the grievance procedure.

5 Whenever any existing conditions are changed, they shall be posted prominently
6 on all bulletin boards for a period of ten (10) consecutive work days prior to becoming
7 effective.

8 **5. Rules**

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

11 **B.** The County agrees to furnish each employee in the bargaining unit with a
12 copy of the Collective Bargaining Agreement ninety (90) days after the signing of this
13 Agreement.

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

16 **D.** The County shall provide new employees with access to the Agreement and
17 rules at time of hire.

18 **E.** Any dispute as to the reasonableness of any new rule, or any dispute
19 involving discrimination in the application of new or existing rules may be resolved through
20 the grievance procedure.

21 **6. Tool Replacement**

22 The County agrees to supply all required tools and replace required tools when
23 lost, stolen or damaged beyond safe usability. For recovery of loss, stolen, damaged, or
24 destroyed County-owned equipment, the employee must complete the Risk Management
25 Form(s).

26 **7. Uniforms, Protective Clothing, and Protective Devices or Equipment**

27 If an employee is required to wear uniform, protective clothing, or any type of
28 protective device or equipment, in the performance of their duties, such uniform,
29 protective clothing, or protective device or equipment shall be furnished by the County;
30 the cost of maintaining the uniform, protective clothing, or protective device or equipment,
31 including initial tailoring, shall be paid by the County, in accordance with the current

1 practice. The County will pay the cost of cleaning required uniforms, protective clothing,
2 and protective devices or equipment.

3 **8. Seniority**

4 **A.** Seniority will be determined as follows:

5 **1.** Total length of continuous service within the affected job profile within
6 the affected department; if a tie occurs, then

7 **2.** Total length of continuous service within the affected Department; if
8 a tie occurs, then

9 **3.** Total length of continuous service within the County; if a tie occurs,
10 then

11 **4.** Score on original entrance examination.

12 **5.** Time spent in an abolished job profile that has a current equivalent
13 will count towards seniority in the equivalent job profile.

14 **B.** In computing seniority for regular status employees, the following factors
15 will be taken into account:

16 **1.** Part-time work within the same job profile will be counted on a pro-
17 rated hourly basis.

18 **2.** Time spent on authorized leave without pay that exceeds thirty (30)
19 calendar days will not count.

20 **3.** Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other
21 state or federally funded programs) will not be included.

22 **4.** Time spent in job profile in previous government service will be
23 included if the employee transferred in accordance with ORS 236.610 through 236.650.

24 **5.** Time spent on layoff will not count.

25 **C.** Seniority shall be forfeited by discharge for cause or voluntary termination.

26 **D.** On May 15 of each year, the County shall furnish to the Union sufficient
27 copies of a seniority list of all employees assigned to the job profiles listed in
28 Addendum A.

29 **E.** Employees may protest their seniority designation through the grievance
30 procedure outlined in this agreement.

1 **9. Merger and Consolidation**

2 Prior to any merger or consolidation of any Division, Bureau, or Department by the
3 County with any other governmental agency, the County shall notify and consult with the
4 Union if members of the bargaining unit would be affected directly by such merger or
5 consolidation.

6 **10. Reduction in Force**

7 Layoffs will be in accordance with Multnomah County Personnel Rules.

8 **11. Contract Work**

9 **A.** Unless mutually agreed, the County will not contract out or subcontract any
10 work now performed by employees covered by this Agreement when such would result
11 in loss of employment by any bargaining unit employee(s) and the County is unable to
12 find suitable or comparable alternate employment for the employee(s). However, this
13 provision shall not apply to contracting out or subcontracting work such was anticipated
14 and considered as a part of and during budget procedures.

15 **B.** If during the budget procedure contracting or subcontracting is considered,
16 the County agrees to meet with the Union to discuss the effect of such action prior to the
17 discussion of such proposals by the budget committee.

18 **C.** The County further agrees to meet with the Union, at its request, to explore
19 the alternative of work force reduction by attrition. The County also agrees that, to the
20 extent practicable, transfers shall be made to open vacancies, and re-employment of
21 employees affected by such action shall occur for as long as they are so qualified in
22 accordance with established layoff guidelines. The Union agrees to assist the County in
23 minimizing the impact on such affected employees.

24 **12. Electrical Safety Rules**

25 When employees are employed on electrical work in confined spaces or in utility
26 vaults, there shall be one (1) or more journey person electricians present at all times to
27 assist the employee. Employees shall be provided with all approved safety devices. On
28 or immediately adjacent to all energized circuits of four-hundred-forty (440) volts or more,
29 two (2) or more journey person electricians must work together, as a safety measure.

30 The County will furnish all safety devices necessary to comply with existing and
31 future State and Federal safety requirements. No employee shall be disciplined for

1 refusal to violate the Safety Codes or the laws of the State of Oregon.

2 **13. Supremacy of Contract**

3 To the extent allowable by law, whenever a conflict arises between this agreement
4 and Multnomah County Code 9.03 et seq. or its successor, this Agreement shall prevail.

5 **14. Work Assignment Vacancies**

6 Employees shall be granted at their request preference of assignment within their
7 job profile according to their respective seniority provided they are qualified to perform
8 the duties of the assignment. Upon appointment to a new regular work assignment,
9 including transfers, the employee will serve a trial period of ninety (90) working days to
10 demonstrate their ability to fulfill the requirements of the assignment. If the employee does
11 not satisfactorily fulfill the requirements of the assignment, such employee will be returned
12 to their previous work assignment. Such determination of satisfactory performance within
13 the ninety (90) day trial period will be made by management.

14 **15. Performance Evaluation Process**

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

17 **B.** Employees will have the right to respond to any evaluations in their
18 personnel records.

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

21 **D.** All performance evaluations shall be submitted by the employee's manager,
22 who shall bear ultimate responsibility for the content of the evaluation.

23 **16. Bus Pass**

24 **A. Statement of Purpose**

25 For the purposes of encouraging employees to use mass transit as part of
26 the County's ride reduction program under the Oregon Department of Environmental
27 Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the
28 County's commitment to limiting traffic congestion and promoting clean air, each
29 employee shall be eligible to receive a bus pass entirely subsidized by the County for the
30 employee's personal use while employed by the County. Employees' bus pass will be
31 inactivated upon termination of County employment.

1 **B. Scope of Subsidy**

2 1. The County will provide a one-hundred percent (100%) subsidy for
3 employee Tri-Met Universal Bus Pass. However, the County may require that the
4 employee pay a percentage if the County's subsidy exceeds the IRS standard for a de
5 minimis employee benefit.

6 It will be the employee's responsibility to request the pass from the
7 Employee Benefits Office. Instructions for obtaining the pass will be available through
8 Employee Benefits and will be included in the new hire process.

9 2. This program is offered only by Tri-Met. C-Tran will honor the Tri-
10 Met Universal bus pass on all C-Tran regular routes (C-Tran Express routes are
11 excluded).

12 **C. Procedural Requirements**

13 The procedural requirements for obtaining the pass and verification that the
14 pass has been used solely by the employee shall be the same as apply to all County
15 employees. Such requirements may change from time to time to ensure efficient and
16 effective implementation of the program.

ARTICLE 19

PERFORMANCE STANDARDS

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The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.

1 **ARTICLE 20**

2 **SAFETY AND HEALTH IN THE WORKPLACE**

3
4 **1. Policy Statement**

5 It is agreed that occupational safety and health must be a priority of the County
6 and its employees. Therefore, the County accepts its responsibility to provide safe
7 workplaces, safe working conditions, appropriate safety training, tools, equipment,
8 Personal Protective Equipment (PPE) per ORS 437-002-0134, and to establish safe
9 working procedures for its employees. The employee(s) accepts the responsibility to
10 follow all safety rules and participate in required job or task specific safety training
11 provided by the County.

12 **2. Reporting Unsafe Conditions and Employee Rights to Refuse Work**

13 **A.** Employees are responsible for reporting recognized hazards, unsafe
14 conditions or practices; the County is responsible for correcting unsafe conditions or
15 practices. Employees are responsible for properly using and caring for facilities, vehicles,
16 equipment, tools, and supplies provided by the County and the County is responsible for
17 safe and proper care of the same. Risk Management Administrative Procedures provides
18 employees a reporting mechanism for reporting unsafe conditions or unsafe acts to the
19 County as required by ORS 437-001-0765. The responsible manager shall timely
20 investigate all reports of unsafe conditions or acts and ensure that reports with findings
21 and corrective actions are reported to the safety committee, the Risk Management, and
22 Workplace Security Director.

23 **B.** The County and the Union take note of Federal OSHA regulations related
24 to an employee's rights and responsibilities if they are confronted with an assignment that
25 places them in imminent danger.

26 **3. Safety Records and Disclosure to Employees**

27 Employee exposure records (environmental monitoring and Safety Data Sheets),
28 and accident/incident reports, including but not limited to OSHA 300 Logs, shall be made
29 available to the employee and their designated representative. A summary of the OSHA
30 300 Log will be posted prominently in the workplace per ORS 437-001-0700.

1 **4. Violence in the Workplace**

2 The County is committed to providing its employees with a workplace free of
3 hostility, intimidation, harassment and other unacceptable violent behavior. This includes
4 a work environment supportive of employees who are victims of domestic violence.
5 Employees are expected to report to their managers any workplace violence they
6 experience or observe regardless of its origin. If an employee directly experiences
7 workplace violence, they are expected to also complete the required Risk Management
8 forms. The County is responsible for investigating these reports, taking appropriate and
9 necessary action to maintain a safe work environment. If an employee reports a credible
10 threat of violence to their manager, the manager will immediately report it to the
11 Workplace Security Director and the County will take appropriate measures to ensure
12 enhanced security measures are considered that address safety of employees and the
13 public including but not limited to causing a Risk Assessment to be conducted for the
14 situation. Any Risk Assessment will include actionable loss prevention items and an
15 implementation strategy. The County will promptly report the findings of the Risk
16 Assessment to the reporting employee and to the Union. This may result in exclusions of
17 the offending individuals from County facilities when appropriate and lawful.

18 **5. Staffing**

19 Management has the right to determine staffing and establish any minimum
20 staffing requirements. The County will staff appropriately for the safety of employees,
21 clients and members of the public.

1 **ARTICLE 21**

2 **SAVINGS CLAUSE AND FUNDING**

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4 **1. Savings Clause**

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

12 **2. Funding**

13 The parties recognize that revenue needed to fund the wages and benefits
14 provided by the Agreement must be approved annually by established budget
15 procedures. All such wages and benefits are, therefore, contingent upon sources of
16 revenue and annual budget approval. The County has no intention of cutting the wages
17 and benefits specified in this Agreement because of budgetary limitations, but cannot and
18 does not guarantee any level of employment in the bargaining unit covered by this
19 Agreement. The County agrees to include in its annual budget request amounts sufficient
20 to fund the wages and benefits provided by this Agreement, but makes no guarantee as
21 to the passage of such budget request pursuant to established budget procedures. This
22 Section 2 and County action hereunder shall not be subject to the Resolution of Disputes
23 Procedures hereinbefore set out.

ARTICLE 22
ENTIRE AGREEMENT

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The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by Article 4, Management Rights, unless such rights are specifically limited by the Multnomah County Code Chapter 9 or its successor and the Personnel Rules. The County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement, nor shall the Union and the County Chair or their designee(s) for Labor Relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

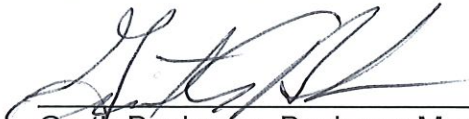
ARTICLE 23
TERMINATION

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This Agreement shall be effective upon ratification by the Union and the Board of County Commissioners unless otherwise provided herein, as of the 1st day of July 2023 and shall remain in full force and effect through the 30th day of June 2027, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2027 and March 1, 2027 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.


IN WITNESS WHEREOF, the Parties hereto have set their hands to this 16th day of November, 2023.

FOR THE UNION:



Garth Bachman, Business Manager
IBEW Local 48, AFL-CIO

NEGOTIATED FOR THE UNION BY:




Bob Carroll, Business Representative
IBEW Local 48, AFL-CIO


MULTNOMAH COUNTY, OREGON:




Jessica Vega Pederson
County Chair




Sharon Meieran
Commissioner, District 1



Jessie Beason
Commissioner, District 2



Julia Brim-Edwards
Commissioner, District 3



Lori Stegmann
Commissioner, District 4

NEGOTIATED FOR THE COUNTY BY:



James J. Opoka
Labor Relations Manager

REVIEWED:

Jenny Madkour, County Attorney
For Multnomah County, Oregon:



Kathryn Short, Deputy County Attorney

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ADDENDUM A
WAGES AND JOB PROFILES - ELECTRICAL WORKERS

Effective July 1, 2023

JOB PROFILE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ELECTRICIAN	\$48.17	\$49.63					
ELECTRONIC TECH. ASST.	\$33.31	\$34.31	\$35.33	\$36.38	\$37.52	\$38.66	\$39.80
ELECTRONIC TECHNICIAN	\$48.17	\$49.63					
ELECTRONIC TECH. CHIEF	\$52.41	\$54.10					
ALARM TECHNICIAN	\$43.72	\$45.05					

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ADDENDUM A-2

LEADWORKER AND ELECTRICAL SIGNING SUPERVISOR

1. Lead Assignment

A. The County may assign an employee or employees to serve as Lead Worker(s) to perform certain limited supervisory duties including laying out the work for other employees, balancing and directing the work, reviewing the work and employee conduct for adherence to standards and rules, and making such reports as may be required to management. Lead workers do not impose formal discipline. An employee assigned as lead worker shall be paid a premium for all straight-time hours worked of nine percent (9%) over their base hourly wage rate for the duration of the assignment.

B. In a department where three (3) or more Electricians are employed or work together without on-site supervision, there will be a lead worker assigned.

C. Assignment and selection of such lead worker shall be at the sole discretion of the County.

2. Electrician Signing Supervisor

A. If a management employee is not available to perform such duties or if it is otherwise deemed by the County convenient to do so, the County may assign the functions of a licensed Electrician Signing Supervisor to employees, PROVIDED that such employees possess the required Electrician Signing Supervisor License. An Electrician assigned as Electrician Signing Supervisor shall receive a premium for all straight-time hours worked of ten percent (10%) over their base hourly wage rate for the duration of the assignment.

3. Employees simultaneously assigned to perform duties as Lead Worker and Electrician Signing Supervisor pursuant to section 2.A. and 2.B. above shall receive both premiums nine percent (9%) premium for being a Leadworker and ten percent (10%) premium for being the Electrician Signing Supervisor).

4. If the County assigns an employee as lead worker and/or Electrician Signing Supervisor, the lead and/or Electrician Signing Supervisor premium(s) shall apply to any leave with pay taken by such employee after such assignment is made but before it is

- 1 terminated unless the employer announces a date certain or event (e.g. return of another
- 2 lead worker from leave) on which such assignment will terminate.

1 **ADDENDUM A-3**
2 **BENCH WORK PREMIUM FOR**
3 **ELECTRONIC TECHNICIAN ASSISTANT**
4

5 Subject to the limitations set forth herein, if the employer assigns an employee
6 classified as an Electronic Technician Assistant to perform bench work and designates
7 such assignment as eligible for premium pay, the employee shall be paid a premium equal
8 to fifteen percent (15%) of their regular base hourly rate for the duration of the designated
9 assignment. An assignment may only be designated for premium pay if, in the manager's
10 judgment, the employee has the demonstrated skills and abilities to competently perform
11 the assignment. This precludes such designation for on-the-job training given to aid in
12 acquisition of such skills and abilities. For purposes of this Addendum A-3, "bench work"
13 means journeyman level troubleshooting and repair of radios, sirens, Mobil Digital
14 Terminals units, or Closed Circuit Television equipment at the component level on circuit
15 boards.

ADDENDUM B
RETIREE INSURANCE POLICY

1. Retiree Medical Insurance

A. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the IBEW Local 48 Collective Bargaining Agreement. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the IBEW Local 48 Collective Bargaining Agreement.

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

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

D. The retiree shall be responsible for promptly notifying the Employee Benefits Office of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

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

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

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

b. ten (10) year of continuous County service immediately

1 preceding retirement prior to age fifty-eight (58) years, or

2 c. ten (10) years of continuous County service immediately
3 preceding retirement in the event of disability retirement.

4 2. The County shall pay one-half (1/2) of the monthly medical insurance
5 premium on behalf of a retiree and their eligible dependents from the retiree's fifty-fifth
6 (55th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th)
7 birthday, death, or eligibility for Medicare, whichever is earlier, if the employee had thirty
8 (30) years of continuous service with employers who are members of the Oregon Public
9 Employee Retirement System and twenty (20) or more years of continuous County
10 service immediately preceding retirement.

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

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

17 5. In addition to the other requirements of this section, continued
18 healthcare coverage participation or benefit of County contributions is conditioned on the
19 retiree's continuous participation in a County sponsored medical and/or dental insurance
20 plan from the time of retirement, and upon the retiree's timely payment of the applicable
21 retiree portion (fifty percent (50%)) of the monthly premium. Except as described under
22 Subsection E.6 of this section, failure to continuously participate or make timely and
23 sufficient payment of the applicable retiree portion of the monthly premium shall terminate
24 the retiree's rights under this section. The County shall inform the retiree of the identity
25 and mailing address of the County's collection agent and acceptable forms of payment at
26 the time the retiree signs up for continued post-employment medical/or dental insurance
27 coverage. The County shall inform the retiree of any change in collection agent at least
28 forty-five (45) days in advance of the effective date of such change.

29 6. A retiree who retires on or after ratification of this Agreement will be
30 allowed to leave County coverage, and then opt back onto a County plan, as a one-time
31 opportunity. To receive this deferral provision, the retiree must demonstrate continuous

1 coverage under a plan that meets the minimum value requires set forth under the
2 Affordable Care Act (ACA), e.g., an employer-sponsored group medical plan. The retiree
3 must enroll within sixty (60) calendar days of loss of coverage under the non-County
4 group medical or dental plan. The effective date of coverage will be the first day of the
5 month on or after receipt of all enrollment forms.

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

ADDENDUM C
DRUG AND ALCOHOL POLICY

1. Drug Free Workplace Act

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

2. Holders of Commercial Drivers Licenses

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

3. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 16, Disciplinary Action.

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

B. Work Rules

1. Possession, Consumption, and Distribution of Alcohol and Drugs While on Duty

Employees shall:

a. Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; managers must be notified when such containers are brought to the work place. The "work place" includes vehicles parked on County property.

b. Not possess, consume, manufacture, distribute, cause to be

1 brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place
2 except when lawfully required as part of the job.

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

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

7 **2. Possession, Consumption, and Distribution of Alcohol and**
8 **Drugs While Off Duty on County Premises**

9 Employees shall:

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

11 b. Not use or distribute alcohol without authorization.

12 **3. Fitness for duty**

13 Employees shall:

14 a. Not report for duty while “under the influence” of alcohol or
15 drugs. An individual is considered to be “under the influence” of alcohol if a breathalyzer
16 test indicates the presence of alcohol at or above the four-one-hundredths percent (.04%)
17 level. An individual is considered to be “under the influence” of drugs when testing
18 indicates the presence of controlled substances at or above the levels applying to CDL
19 holders.

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

23 c. Comply with legally mandated occupational requirements,
24 whether or not they are specifically included in this policy. For example, by law holders of
25 CDL’s may not perform safety sensitive functions, such as driving, at or above the two-
26 one-hundredths percent (.02%) level.

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

31 e. Inform themselves of the effects of any prescription or non-

1 prescription medications by obtaining information from health care providers,
2 pharmacists, medication packages and brochures, or other authoritative sources in
3 advance of performing work duties.

4 **f.** Notify their manager in advance when their use of prescription
5 or non-prescription medications may impair the employee's ability to perform the essential
6 functions of their position that will result in a direct threat to others. Such employees
7 include, but are not limited to, sworn officers, holders of a CDL, and those handling
8 hazardous equipment or materials. Employees who drive a motor vehicle as part of their
9 job, whether a County vehicle or their personal vehicle, should report when they are taking
10 any medication that may impair their ability to drive.

11 **4. Cooperation with Policy Administration**

12 Employees shall:

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

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

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

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

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

30 **f.** Disclose promptly (upon the next working day) and fully to
31 their manager:

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

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

9 **C. Levels of Discipline**

10 1. The level of discipline imposed on non-probationary employees for
11 violation of the Alcohol and Drug Policy Work Rules above or other violations resulting
12 from the use of alcohol or drugs will be according to the provisions of Article 16,
13 Disciplinary Action.

14 2. Employees will be held fully accountable for their behavior. Use of
15 alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed
16 for rule violations, misconduct, or poor performance except as specifically provided in the
17 section on last chance agreements below.

18 3. The Parties acknowledge that, all other things being equal, certain
19 duties imply a higher standard of accountability for compliance with the requirements of
20 this policy than others. These duties include, but are not limited to, the following:

- 21 a. carrying firearms
- 22 b. work in the criminal justice system
- 23 c. responsibility for public safety or the safety of co-workers
- 24 d. handling narcotics or other controlled substances
- 25 e. handling hazardous equipment or materials
- 26 f. influencing the behavior of minors
- 27 g. holding a Commercial Driver's License

28 4. In instances in which the County determines that an employee's
29 conduct warrants termination, the County may offer the employee continued employment
30 under the terms of a last chance agreement if there are mitigating circumstances, such
31 as a substance abuse dependency or other good cause. An example of a Last Chance

1 Agreement is included as an attachment to this Addendum.

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

4 i. the requirement that the employee enroll, participate in,
5 and successfully complete a treatment program as recommended by the Substance
6 Abuse Professional;

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

10 iii. the signatures of the employee's manager, the
11 employee, and the employee's Union representative.

12 b. The offer of a Last Chance Agreement will not set precedent
13 for the discipline of other employees in the future. Any discipline incorporated in a Last
14 Chance Agreement may not be grieved under the provisions of Article 17, Settlement of
15 Disputes.

16 **D. Mandatory Assessment and Treatment**

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

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

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

30 **E. Return to Work Testing**

31 Employees who test positive for being "under the influence" of drugs will be

1 required to test negative before returning to work. (Note that Federal law requires CDL
2 holders performing safety sensitive functions to undergo return to work testing after a
3 positive alcohol or drug test.)

4 **4. Testing**

5 **A. Basis for Testing**

6 1. All employees may be tested:

7 a. based on reasonable suspicion of being “under the influence”
8 of alcohol or prohibited drugs;

9 b. before returning to work after testing positive for being “under
10 the influence” of alcohol or drugs;

11 c. as part of a program of unannounced follow-up testing
12 provided for in a Last Chance Agreement.

13 2. An employee applying for a different County position will be subject
14 to testing on the same basis, and using the same procedures and methods, as outside
15 applicants.

16 3. Holders of Commercial Drivers Licenses (CDLs) and Bridge
17 Operators shall be subject to the testing requirements of federal law, in addition to the
18 requirements herein which apply to all employees. For example, unlike other employees,
19 CDL holders will be subject to legally required random testing and testing following certain
20 kinds of accidents.

21 **B. Establishing Reasonable Suspicion**

22 1. **Definition**

23 “Reasonable suspicion” is a set of objective and specific
24 observations or facts which lead a manager to suspect that an employee is under the
25 influence of drugs, controlled substances, or alcohol. Examples include, but are not
26 limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated
27 or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of
28 unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty
29 concentrating, theft from office or from other persons, unexplained absences during office
30 hours, or employee's admission of use of prohibited substances.

1 **2. Manager Training**

2 The County will provide training to all managers on establishing
3 reasonable suspicion and the nature of alcohol and drug dependency. Managers who
4 have not been trained will not have the authority to direct employees to be tested on the
5 basis of reasonable suspicion of being under the influence.

6 **3. Lead Workers**

7 Lead workers who oversee day-to-day work activities are
8 “managers” for the purposes of establishing reasonable suspicion and directing
9 employees to be tested on that basis. This provision applies to lead workers who
10 supervise or act as lead workers as part of their position description, (such as Corrections
11 Records Supervisors and Maintenance Crew Leaders), as well as to those who receive
12 premium pay under Addendum A-2, Lead Worker.

13 **4. Additional Precautions**

14 Application of the "Reasonable Suspicion" standard to any employee
15 in this bargaining unit shall include the following additional precautions:

16 **a.** The manager shall articulate orally a summary of the specific
17 facts which form the basis for believing that the employee is under the influence of drugs
18 or alcohol; and

19 **b.** The manager shall provide upon request within forty-eight
20 (48) hours of the oral determination of "reasonable suspicion" a written specification of
21 the grounds for reasonable suspicion; and

22 **c.** Except in field or shift circumstances which render contact
23 difficult, no manager shall refer an employee for a drug or alcohol test based on
24 "reasonable suspicion" unless the manager has consulted with another manager
25 regarding the grounds for the suspicion.

26 **C. Testing Methodology**

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

31 **2.** In accordance with CDL standards, the County will contract with a

1 medical doctor trained in toxicology to act as an MRO (Medical Review Officer). The MRO
2 will attempt to contact employees to review preliminary positive test results with
3 employees and any relevant health care providers before the results are reported to the
4 County. Based on the MRO's professional judgment, they may change the preliminary
5 test result to negative. The County will not be able to distinguish a test result that is
6 negative by MRO intervention from any other negative result.

7 **3.** In addition to compliance with federal guidelines, the following
8 safeguards will also be applied:

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

13 **b. Appeals**

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

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

24 **5. Definitions**

25 **A. Alcohol**

26 Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels
27 of alcohol present in the body will be measured using a breathalyzer test.

28 **B. Controlled Substance**

29 All forms of narcotics, depressants, stimulants, analgesics, hallucinogens,
30 and cannabis, as classified in Schedules I-V under the Federal Controlled Substances
31 Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer,

1 use, or possession is prohibited or restricted by law.

2 **C. County**

3 Multnomah County, Oregon.

4 **D. Drug Paraphernalia**

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

9 **E. Drug Test**

10 A laboratory analysis of a urine sample to determine the presence of certain
11 prohibited drugs or their metabolites in the body.

12 **F. Drugs**

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

18 **G. Medical Review Officer (MRO)**

19 A medical doctor trained in toxicology who contracts with employers
20 primarily to review positive preliminary drug test results with employees. The MRO
21 determines whether or not the results are likely to have been caused by factors other than
22 drug abuse.

23 **H. On Duty**

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

28 **I. Prescription Medication**

29 A medication for which an employee is required by law to have a valid,
30 current prescription.

1 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
2 **Alcohol**

3 See "Section IV. B. 1. a" above.

4 **K. Substance Abuse Professional (SAP)**

5 A licensed physician, or licensed or certified psychologist, social worker,
6 employee assistance professional, or addiction counselor with knowledge of and clinical
7 experience in the diagnosis and treatment of alcohol and controlled substance-related
8 disorders.

9 **L. Under the Influence of Alcohol**

10 See "Section III. B. 3" above.

11 **M. Under the Influence of Drugs**

12 See "Section II. B. 2" above.

13 **6. Sample Last Chance Agreement**

14

15 **LAST CHANCE AGREEMENT**

16

17 The following agreement is entered into between Multnomah County and the Employee.
18 Failure on the part of the employee to meet the expectations below will result in the
19 termination of their employment with the County.

20

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

26

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

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

5

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

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

13

14 6. It is understood that this agreement constitutes a final warning.

15

16 7. I understand the Employee Assistance Program is available to me should personal
17 problems arise in the future that may have an effect on my ability to remain in compliance
18 with the drug and alcohol policy and/or this agreement.

19

20 8. I realize that violation of the drug and alcohol rules and/or policies at any time in
21 the future is cause for termination.

22

23 9. I realize that my employment will be terminated if I fail to meet the expectations
24 outlined in this Agreement and the letter attached.

25

26 **Disciplinary Action**

27 I understand that the disciplinary action imposed in the attached letter may not be grieved
28 under the grievance procedure in the Local 48 contract.

29

30 **Personal Commitment**

31 I pledge and agree to abide by the terms of this agreement. I understand that a violation

1 of or noncompliance with any of these terms will result in my being terminated. Further, I
2 pledge to remain free of all illegal drugs and also not to abuse legal drugs (including
3 alcohol). I hereby consent to the County's contacting any treatment or health care provider
4 who may have information on my alcohol or drug dependency condition and/or
5 compliance with the terms of this agreement and authorize the provider to furnish such
6 information to the County.

7
8 I understand the terms and conditions of this letter. I also understand that, except as
9 expressly stated in this agreement, my terms and conditions of employment will be
10 determined by the County's policies and rules, and that this agreement does not
11 guarantee me employment for any set period of time. I have had sufficient time to study
12 it away from the work place and to consult anyone I desire about it. I sign it free of any
13 duress or coercion. This letter will become part of my personnel file.

14			
15	_____	_____	_____
16	(Employee)	(Date)	(Managerial Employee With (Date)
17			Disciplinary Authority)**
18	_____	_____	_____
19	(Labor Representative)	(Date)	(Employee's Immediate Manager***) (Date)
20			
21	_____		
22	(Multnomah County	(Date)	
23	Labor Relations, if applicable*)		

24

25 Footnotes:

26 * Necessary only if terms of the Labor Agreement are waived or excepted.

27 ** Always necessary.

28 *** Optional in cases in which immediate supervisor does not have termination

29 authority

ADDENDUM D

VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA)

The County will contribute to a Voluntary Employee Beneficiary Association (VEBA) in accordance to the following provisions:

1. Wages

The County will contribute an amount equal to three percent (3%) of each Local 48 member's hourly rate (defined as three percent (3%) of base and overtime wages) toward VEBA. This conversion of wages to benefits will reduce the hourly wage by three percent (3%). The conversion of three percent (3%) of wages to benefits is applied to the compensation calculation of base wages and overtime for each payroll period. The result is that the three percent (3%) will vary based upon numbers of hours worked and any increases in compensation to the hourly base wage, either as a step increase or subsequent COLA increase.

Example: 6/30/03 base wage \$20.00 with a 2.5% COLA effective 7/1/03 = \$20.50.

\$20.50 x 3% VEBA = \$19.88 base wage (rounded)

\$20.50 x 3% VEBA = \$00.62 VEBA contribution (rounded)

\$20.50

2. Vacation

Employees' vacation cash out upon voluntary termination will be based on their tier in the Public Employees Retirement System (PERS) as follows:

1. Tier 1: Vacation Cash Out on employee's final paycheck
2. Tier 2: VEBA Plan Funded as described below
3. OPSRP Tier: VEBA Plan Funded as described below

For Tier 2 and OPSRP Tier, the VEBA plan will be funded by conversion of one hundred percent (100%) of accrued vacation cash out upon voluntary termination of employment from Multnomah County. Voluntary termination is identified by the following Workday Voluntary Resignation and No-Fault Termination Reason Codes:

- A. Voluntary Resignation > Commute Time
- B. Voluntary Resignation > Dissatisfied with Job

- 1 **C.** Voluntary Resignation > Dissatisfied with Management
- 2 **D.** Voluntary Resignation > Family Demands
- 3 **E.** Voluntary Resignation > Insufficient Pay
- 4 **F.** Voluntary Resignation > Issues with Peers
- 5 **G.** Voluntary Resignation > Other Employment
- 6 **H.** Voluntary Resignation > Permanent Disability
- 7 **I.** Voluntary Resignation > Personal Health
- 8 **J.** Voluntary Resignation > Prefer not to say
- 9 **K.** Voluntary Resignation > Retirement
- 10 **L.** Voluntary > School
- 11 **M.** Voluntary > Voluntary Layoff
- 12 **N.** Voluntary > Working Hours
- 13 **O.** No Fault > Death
- 14 **P.** No Fault > Decline to State
- 15 **Q.** No Fault > End of Assignment
- 16 **R.** No Fault > Failed Background Check
- 17 **S.** No Fault > Layoff / Position Elimination
- 18 **T.** No Fault > Probationary Layoff

19 Employee transfers which are the result of an intergovernmental agreement
20 between the County and another public agency are not considered voluntary resignation
21 for the purpose of this section.

22 **3. Annual Review**

23 The VEBA contribution process will remain in place for the term of the party's
24 current agreement with extension of contributions subject to future agreements and can
25 be subject annually to review by mutual agreement of both parties.

26 **4. Terminate**

27 In the event IBEW Local 48 decides to terminate the VEBA agreement, then three
28 percent (3%) will revert back to the base wage calculation.

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