
2023-2027



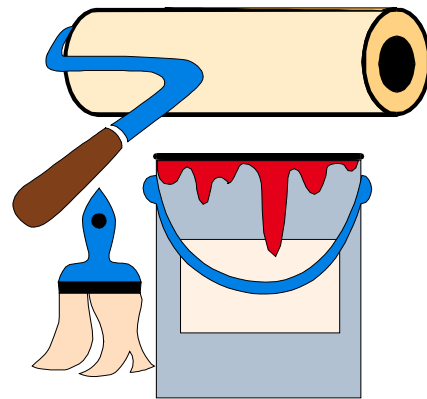
AGREEMENT

between

Multnomah County, Oregon

and

**International Union of Painters and Allied
Trades, District Council 5, AFL-CIO
Local Union 1094**



2023-2027

AGREEMENT

BETWEEN

MULTNOMAH COUNTY, OREGON

AND

**INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
DISTRICT COUNCIL 5, AFL-CIO
LOCAL UNION 1094**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD, SUITE 300
PORTLAND, OR 97214
503-988-5135**

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**2023-2027
AGREEMENT
Between
MULTNOMAH COUNTY, OREGON
AND
INTERNATONAL UNION OF PAINTERS AND ALLIED TRADES
AND
DISTRICT COUNCIL 5, AFL-CIO, LOCAL 1094**

**ARTICLE 1
PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Union of Painters and Allied Trades and District Council 5, AFL-CIO, Local 1094 hereinafter referred to as the "Union."

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

The parties agree as follows:

ARTICLE 2
DEFINITIONS

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 list of eligibles. 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 22, 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, adjust their grievances, or effectively to recommend such action, if in connection therewith, the exercise of

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

3 **5. Promotional Trial Service Employee**

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

13 **6. Regular Employee**

14 An employee who has passed the initial trial service period in effect at the
15 time of their appointment, and has been employed by the County continuously
16 since passing the initial trial service period. In addition, the following are deemed
17 to be regular employees:

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

20 **B.** A non-initial trial service employee who has been transferred to the
21 County by intergovernmental agreement under ORS 236.605 through 236.640.

22 **7. Temporary Employee**

23 A person employed to meet short term, non-recurring or emergency County
24 work needs.

ARTICLE 3
RECOGNITION

1. Unit Definition

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 salaries, wages, hours, and other conditions of employment. The job profile covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

2. On-Call Employees

It is agreed that on-call Sign Fabricator are covered by the parties' collective bargaining agreement. On-call Sign Fabricators are defined as an employee employed to meet intermittent, irregular, or less than half-time county work needs, and may be terminated at any time and have no appeal rights within the County.

On-call employees shall be entitled to only the following contractual benefits:

A. Union Security, Check Off and Business. (Article 5)

B. Holiday compensation at one and one-half (1 ½) times the normal hourly wage for work on anyone of the following holidays (Article 7.1):

1. New Year's Day
2. Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (Last Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Veterans Day (November 11th)
9. Thanksgiving Day (4th Thursday in November); and
10. Christmas Day (December 25th)

1 **C.** Rest and Meal Periods (Article 14.5 and 14.6.) will only apply
2 if a temporary employee is schedule to work six (6) or more hours in a day.

3 **D.** Clean-Up Time (Article 14.7).

4 **E.** Overtime (Article 15.5).

5 **F.** Height Time Differential Pay (Article 15.9.)

6 **G.** Spray Painting and Toxic Vinyl Premium (Article 15.12).

7 **H.** Settlement of Disputes (Article 17) strictly limited to
8 enforcement of Article 3., Section 2, of this agreement.

9 **I.** No Discrimination (Article 18.1).

10 **J.** Payment of the wage rate listed in Addendum A.

11 **K.** Employee Organization Membership Dues (Article 5).

12 **L.** Unless agreed otherwise by the parties, it is agreed that only
13 one on-call "Sign Fabricator" will be employed at any one time.

14 **M.** The County may determine, based on the requirements or impacts
15 of the Patient Protection and Affordable Care Act (PPACA), whether it will offer
16 health insurance coverage to on-call employees. If the County elects to offer
17 health insurance coverage to on-call employees within the unit, the cost share shall
18 be as determined by the County, with notice to the Union.

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ARTICLE 4
MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the department; determining the levels of service and methods of operation including subcontracting 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.

1 **ARTICLE 5**

2 **UNION SECURITY, CHECK OFF, AND BUSINESS**

3
4 **1. Monthly Listing of New and Terminated Employees**

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

9 **2. Union Security and Check-Off**

10 The County agrees to deduct each pay period from the pay of employees
11 covered by this Agreement as applicable:

12 **A.** One-half (.5) of the current monthly Union membership dues of those
13 Union members who individually request such deductions in writing on the form
14 provided by the Union and submitted to Multnomah County Central Payroll.

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

19 **C.** The Union will indemnify, defend and hold the County harmless from
20 claims arising out of application of this article for any amount of any unauthorized
21 deduction resulting from the County's reliance on any Union provided list of
22 authorized dues payment.

23 **3. Union Business**

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

25 Union Business Leave that is considered County Paid Time includes
26 functions that are considered County/Union joint functions such as table
27 negotiations; committees that are joint County/Union committees such as
28 labor/management committees, Benefits Committee, Compensation Committee;
29 duties as a Steward as defined in this agreement and such other Union Business
30 (County Paid Time) that are mutually agreed between the parties. County

1 employees participating in such activities will be allowed to do so without loss of
2 pay.

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

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

7 The Union agrees to reimburse the County one-hundred percent
8 (100%) of the affected employee's salary and fringe benefits (including pro-rata
9 cost of workers compensation premiums, but excluding indirect administration or
10 overhead charges) for straight time spent on Union activities conducted during
11 regularly scheduled working hours. The County shall submit a monthly statement
12 to the Union itemizing the amount of the Union's reimbursement obligation, and
13 the Union will reimburse the County within thirty (30) days of receipt of the monthly
14 union reimbursable time statement.

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

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

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

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

28 During Union Reimbursable Time, the employee shall not be eligible
29 for County workers' compensation benefits arising out of an injury or illness
30 occurring during 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 in the County 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 in the County by any labor organization when called upon to cross such picket line in the line of duty. Any employee engaging in any activity in violation of this article shall be subject to immediate disciplinary action or discharge. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross the picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this local Union.

ARTICLE 7
HOLIDAYS

1. Holidays

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

- A.** Any day so declared by the Board of County Commissioners.
- B.** New Year's Day (January 1st)
- C.** Dr. Rev. Martin Luther King Jr.'s Birthday (3rd Monday in January)
- D.** President's Day (3rd Monday in February)
- E.** Memorial Day (last Monday in May)
- F.** Juneteenth (June 19th)
- G.** Independence Day (July 4th)
- H.** Labor Day (1st Monday in September)
- I.** Veterans Day (November 11th)
- J.** Thanksgiving Day (4th Thursday in November)
- K.** Christmas Day (December 25th) or with the approval of the manager,

this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for, or works on December 25.

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

2. Holiday Observance

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

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

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

3. Holiday Pay

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive holiday pay equivalent to their full-time equivalency (FTE). To be eligible for holiday pay, employees must be in pay status both on the day before and on the day after the observed holiday;

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

3 **4. Holiday During Leave**

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

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

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

10 **5. Holiday Work**

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

14 **6. Saved Holidays**

15 An employee required to work on a recognized holiday may elect to be
16 compensated for such work by electing to convert the time and one-half (1-1/2) pay
17 Section 5 to an equal amount of Saved Holiday time. Saved Holiday time may be used
18 at the discretion of the employee with the consent of their manager, and will be charged
19 in accordance with Article 14, Section 8. Saved Holiday time not used by the end of the
20 fiscal year in which it is accrued will be forfeited. Upon separation from service employees
21 will be paid for unused Saved Holiday time at their regular rate of pay. In the event of an
22 employee's death, their heirs will receive payment for unused Saved Holiday time at the
23 employee's regular rate of pay.

ARTICLE 8
VACATION LEAVE

1. Accrual

Each regular employee shall accrue vacation leave from the first day of regular 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. Years of Service</u>	<u>2. Hours Accrued Per Pay Period</u>	<u>3. Hours (Weeks) Accrued Per Year by Forty Hour Employees</u>	<u>4. Maximum Hours 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
2 years, as defined in Article 18, Section 5. Part-time work will count on a full-time basis.

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

5 **3. Charging**

6 Vacation leave shall be charged in increments in accordance with the uniform time
7 charging provisions of Article 14.8.

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

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

12 **5. Continuous Service**

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

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

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

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

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

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

26 **A. Usage of Emergency Leave**

27 Employees may use up to twenty-four (24) hours of vacation leave,
28 compensatory time, or combination of vacation and compensatory time each calendar
29 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 **ARTICLE 9**
2 **SICK LEAVE**

3
4 **1. Paid Sick Leave**

5 **A. Definition and Allowable Use**

6 Sick leave is a leave of absence with County pay which may be used when
7 the employee is directly affected by any of the health conditions listed below, or when
8 specified others are affected by the conditions listed, and require the employee's care.
9 Protected sick time as defined under Oregon's State Sick Leave Law, ORS 653.601(6),
10 sick leave taken in excess of forty (40) hours is not considered protected sick time, though
11 such leave may be considered protected leave under other state and federal law.

12 **1. Specified Others**

- 13 **a.** Members of the employee's immediate household; or
14 **b.** The employee's spouse, parents, or children as defined in the
15 federal Family and Medical Leave Act (hereafter referred to as the "FMLA"); or
16 **c.** The employee's parents-in-law, grandparents and
17 grandchildren as defined in the Oregon Family Leave Act (hereafter referred to as
18 "OFLA"); or
19 **d.** The employee's domestic partner as defined in the Paid
20 Leave Oregon program, and as designated in an Affidavit of Domestic Partnership
21 submitted to Employee Benefits;
22 **e.** The children and parents of such domestic partner, defined as
23 if the domestic partner was the employee's spouse; or
24 **f.** Any family member as defined in the Paid Leave Oregon
25 program.

26 **2. Covered Health Conditions**

- 27 **a.** Mental or physical illness, injury, or health condition; need for
28 medical diagnosis, care or treatment of a mental or physical illness injury or health
29 condition; or time off needed for preventative care; or
30 **b.** Any qualified condition covered by FMLA, OFLA, or Paid
31 Leave Oregon, regardless of whether the employee meets statutory eligibility

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 at least one (1) hour before the
29 beginning of their scheduled shift.

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

31 Sick leave may not be used during the term of any unpaid leave of absence.

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

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

5 Sick leave shall be charged in accordance with the uniform time charging
6 provisions of Article 14.8.

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

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

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

13 **B. Legitimate Use**

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

19 **1. Verification of Use**

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

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

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

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

30 **iii.** The employee has exhausted all sick leave; or

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

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

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

9 **c.** The County may require an employee to submit written
10 medical certification of eligibility from a health care provider to receive sick leave for any
11 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
14 three (3) 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 leave, violation of orders, directives, or contractual
26 requirements concerning the use of sick leave and other forms of leave used in lieu of
27 sick leave are cause for disciplinary action.

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

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

1 ii. When the intermittent use of accrued sick leave or
2 other paid or unpaid leave used in lieu of sick leave interferes significantly with an
3 employee’s ability to perform the duties of their job, management may do the following
4 (subject to the requirements of law, including, but not limited to, the FMLA, OFLA,
5 Oregon Sick Leave Law, and Paid Leave Oregon):

6 (a) Require the employee to take continuous leave;

7 or

8 (b) Change the employee’s work assignment for
9 six (6) months or until use of intermittent leave ends, whichever comes sooner.

10 c. **Excessive Absenteeism**

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

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

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

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

23 iv. The particular attendance requirements of the
24 employee’s job.

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

27 C. **Sequencing of Leaves**

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

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

- 3 a. Sick leave until it is exhausted;
4 b. Vacation leave, saved holiday time, or compensatory time,
5 sequenced at the employee's option, until they are exhausted;
6 c. Leave without pay.

7 2. Leave that qualifies under FMLA/OFLA will be taken in the following
8 order:

9 Paid leave until it is exhausted; employees will determine what order
10 paid leave is used;

11 3. Leave that qualifies under Paid Leave Oregon can be taken as
12 unpaid or sequenced at employee's option.

13 4. Leave for other purposes will be taken in the following order:

- 14 a. Vacation leave, saved holiday time, or compensatory time,
15 sequenced at the employee's option (to the extent allowed by vacation sign-up provisions)
16 until they are exhausted; then
17 b. Leave without pay.

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

19 1. Any employee who leaves County employment and is subsequently
20 re-employed as a regular status employee within one hundred eighty (180) days is entitled
21 to credit for all sick leave accrued up to the last day of prior employment. Sick leave shall
22 not accrue during the period between leaving County employment and re-employment.

23 2. Any employee who leaves County employment and is subsequently
24 re-employed as a temporary status employee within one hundred eighty (180) days is
25 entitled to credit for sick leave accrued up to the last day of prior employment up to a
26 maximum of eighty (80) hours. Sick leave shall not accrue during the period between
27 leaving County employment and re-employment.

28 3. Any employee who is re-employed after more than one hundred
29 eighty (180) days is not entitled to credit for sick leave that accrued during prior County
30 service. Sick leave will begin accruing anew in accordance with applicable accrual
31 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
24 thirty (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
27 six (6) months of leave without County_pay, to include time spent on unpaid FMLA and/or
28 OFLA leave, any extension of the leave shall be deemed permissive on the part of the
29 County and if the employee's leave is not extended, and the employee does not return to
30 work, 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 **F. Use of Paid Leave in Counting FMLA/OFLA Eligibility**

16 Only actual hours worked will be counted when reviewing the number of
17 hours worked to determine if an employee meets the minimum hours worked eligibility
18 requirements to be covered under FMLA and/or OFLA. Paid time off (such as vacation
19 leave, sick leave, and comp-time taken) does not count toward FMLA and OFLA eligibility
20 requirements.

21 **3. Fitness for Duty**

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

27 **4. Bereavement Leave**

28 **A.** An employee shall be granted not more than three (3) days leave of
29 absence with full pay in the event of death in the immediate family of the employee to
30 make household adjustments or to attend funeral services. If such funeral is beyond
31 three-hundred-fifty (350) miles, the employee may be granted up to three (3) additional

1 days with pay at the discretion of their manager for travel and personal considerations.
2 For purposes of Bereavement Leave, an employee's immediate family shall be defined
3 as the employee's spouse or domestic partner or the employee's, spouse's or domestic
4 partner's:

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

15 **B.** Member of the employee's immediate household. Immediate household
16 shall be defined as any person residing at the employee's residence on a regular basis;
17 and

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

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

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

29 The parties acknowledge that the County provided notice to the Union regarding
30 policy changes specific to Paid Leave Oregon (PLO) on June 20, 2023, and the Union
31 did not demand to bargain or propose any changes during successor contract

1 negotiations. If additional changes are made to County policy regarding PLO after
2 successor contract negotiations are completed, either party may exercise a reopener of
3 Article 9, Sick Leave. This reopener will be for the exclusive purpose of addressing new
4 impacts, effects, and/or changes to the Paid Leave Oregon (PLO) program and may
5 include, but not limited to, Personnel Rules and administrative policies. This reopener
6 will be subject to the same rules and bargaining process that pertains to full contract
7 successor negotiations.

ARTICLE 10
OTHER LEAVES

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. If an employee is excused or dismissed prior to end of the normal work shift, they shall report back to work if practicable. Procedures for reporting back to work shall be as specified by the division head.

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.

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

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

14 **6. Military Leave**

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

23 **7. Parental Leave**

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

ARTICLE 11
HEALTH & WELFARE

1. Medical and Dental Insurance

Medical and dental insurance for employees covered by this agreement shall be as provided under the terms and conditions of the Multnomah County Employees Union Local 88, AFSCME AFL-CIO 2022-2025 agreement, its successor agreement, and/or any memorandums pertaining to medical and dental insurance that are agreed to by and between AFSCME Local 88 and the County.

2. Other Benefits

A. Flexible Spending Accounts

1. Medical Expenses

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

2. Dependent Care Expenses

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

B. Life Insurance

The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty thousand dollars (\$30,000).

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

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

1 **C. Emergency Treatment**

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

6 **D. Short-Term Disability**

7 Any employee covered by this Agreement may participate in the short-term
8 disability insurance program consistent with carrier contract(s), the monthly premium to
9 be paid individually through payroll deduction.

10 **E. Long-Term Disability**

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

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**

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

3. **OPSRP Employer Pick Up**

The County shall “pick up” the employee contribution to OPSRP as permitted by ORS 238A.335(1). Should for any reason the ORS 238A.335(1) “employer pick-up” no longer be legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited “pick up” provided for prior to September 1, 1998, including but not limited to the terms of compensation for non-OPSRP members. Pursuant to ORS 238A.335(2)(a) and (3), the parties agree and acknowledge that employee compensation was reduced in order to generate the funds needed to make these employee contributions to the employee accounts; the employer will file any required notices with the Public Employees Retirement Board.

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

In accordance with the terms of ORS 238.350 one-half 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.

1 **5. Retiree Medical Insurance**

2 **A. Definition**

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

7 **B. Right to Participate**

8 Except as otherwise provided by this section, retirees may continue to
9 participate in the County medical plan available to members until eligible for Medicare
10 due to age or disability. Coverage of eligible dependents uniformly terminates when
11 coverage of the retiree terminates, or the dependent becomes eligible for Medicare due
12 to age or disability, except as otherwise required by applicable state or federal law.

13 **C. Choice of Plan**

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

20 **D. Retiree Responsibilities**

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

24 **E. Eligibility for County Payment of One-Half of Premium**

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

27 **1. Payment at Fifty-Eight (58)**

28 The County shall pay one-half (1/2) of the monthly medical insurance
29 premium on behalf of a retiree and their eligible dependents from the retiree's fifty-eighth
30 (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th)
31 birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

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

3 b. ten (10) year of continuous County service immediately
4 preceding retirement prior to age fifty-eight (58) years, or

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

7 **2. Payment at Fifty-Five (55) or Earlier**

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

15 **F. Eligibility for Medicare**

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

18 **G. Part-Time Pro-Rating**

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

23 **H. Requirement to Continuously Participate**

24 **1.** In addition to the other requirements of this section, continued
25 healthcare coverage participation or benefit of County contributions is conditioned on the
26 retiree's continuous participation in a County sponsored medical and/or dental insurance
27 plan from the time of retirement, and upon the retiree's timely payment of the applicable
28 retiree portion (fifty percent (50%)) of the monthly premium. Except as described under
29 Subsection E.6 of this section, failure to continuously participate or make timely and
30 sufficient payment of the applicable retiree portion of the monthly premium shall terminate
31 the retiree's rights under this section. The County shall inform the retiree of the identity

1 and mailing address of the County's collection agent and acceptable forms of payment at
2 the time the retiree signs up for continued post-employment medical and/or dental
3 insurance coverage. The County and shall inform the retiree of any change in collection
4 agent at least forty-five (45) days in advance of the effective date of such change.

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

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

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

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 Worker's' 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 shall be reimbursed by the employee to the County and the employee's
21 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, if any, for a period of one (1) year or such longer period as may be required by
11 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. Employees on a Nine-Eighty's (9-80s) per week work schedule shall either work: (1) Nine (9) hours per day four (4) days, Monday through Thursday with Fridays off one week followed by nine (9) hours per day Monday through Thursday with eight (8) hours on Friday or (2) Mondays off and then nine (9) hours per day Tuesday through Friday one week followed by eight (8) hours on Monday then nine (9) hours Tuesday through Friday of the next week.

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) per day work schedules shall have Saturday and Sunday off, and another day to be determined by management. In no case shall the workweek be for more than forty (40) hours, excluding the meal period.

Employees with Nine-Eighty's (9-80s) work week schedules are defined as seven (7) consecutive calendar days beginning four (4) hours after the employee's start

1 time on Monday and ending four (4) hours after the employee's start time on the following
2 Monday, or beginning four (4) hours after the employee's start time on Friday and ending
3 four (4) hours after the employee's start time on the following Friday; or a work schedule
4 which may vary the number of hours worked on a daily basis, but not necessarily each
5 day, and is four (4) or five (5) consecutive days beginning at 12:01 a.m. Monday and
6 ending on the following Sunday at 12:00 midnight. Nine-Eighty's (9-80s) would be
7 considered an alternate work week schedule. Article 7 governing holiday observance will
8 apply.

9 **B. Continuous Operations**

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

15 **3. Work Schedules**

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

22 **4. Reduced Work Week**

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

27 **5. Rest Periods**

28 All employees' work schedules shall provide for a fifteen-(15) minute rest period
29 during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each
30 one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their
31 regular quitting time into the next shift shall receive a fifteen (15) minute rest period before

1 they start to work on the next succeeding shift when it is anticipated the overtime is
2 expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall
3 be granted the regular rest period that occurs during the shift.

4 **6. Meal Periods**

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

10 **7. Clean-Up Time**

11 Employees occupying labor, trades, or craft positions shall be granted adequate
12 personal clean-up time, not to exceed fifteen (15) minutes unless circumstances dictate
13 otherwise, prior to the end of each work shift. The County shall provide the required
14 facilities for the employee's clean up. Neither party to this Agreement shall construe
15 "clean-up time" to mean "quit-early time" or "leave-early time."

16 **8. Uniform Time Charging Provisions**

17 **A. Rounding Rule**

18 Time charged for all leaves and compensation for time worked under the
19 terms of this Agreement shall be subject to rounding to the nearest quarter (1/4) of an
20 hour in accordance with the following rules:

- 21 1. 0 - 7 minutes rounds to 0 hours
22 2. 8 - 15 minutes rounds to 1/4 hour

23 **B. Applications**

24 **1. Lateness**

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

28 **2. Working Over**

29 An employee who works over less than eight (8) minutes shall not be
30 compensated. An employee who works eight (8) to fifteen (15) minutes over shall be
31 compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance

1 with Article 15, Wages.

2 **3. Leaves**

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

5 **4. Management and Employee Rights**

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

10 **9. Time Between Shifts**

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

17 **10. County Closures and Curtailments**

18 **A. General**

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

23 **2.** The County Chair, Chair's Chief-Of-Staff, Chief Operations Officer,
24 or other Chair designee may make countywide facility closure or operations curtailment
25 decisions. Those executives, and Department Directors and their designees, may make
26 Department facility closure or operations curtailment decisions.

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

1 **B. Operationally Essential Assignments**

2 1. All Local 1094 employees are designated as operationally essential
3 (“Essential”) and are required to report for duty regardless of facility closure or curtailment
4 of some or all County operations. An employee who does not report to work or who
5 reports late shall time-code the absence as leave without pay, or may charge it to
6 compensatory time off, holiday, or vacation leave.

7 2. Employees will be entitled to Operationally Essential Assignment
8 Compensation as described in Article 15.15.

9 3. Employees who were already scheduled for paid leave remain in that
10 leave status.

11 4. Operationally essential employees may be directed to work remotely
12 or in person during a County closure or curtailment, based upon management discretion
13 and operational needs.

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

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

17 b. In the event of inclement weather, natural disaster, or community
18 emergency response requiring non-routine emergency operations and support, the
19 County may designate positions and/or job profiles as indispensable to the County’s
20 response operations and those employees shall be required to report for duty.

21 c. During these emergency responses, while it typically begins with a
22 call for volunteers, County employees may ultimately be reassigned from their current
23 position to a role in the emergency response in order to support the critical needs
24 presented by our communities. In such a circumstance, provisions concerning notice,
25 posting, and changes to work schedules as described in this article are suspended.

26 **D. Hardship Requests During Natural Disasters and Community**
27 **Emergencies**

28 The County recognizes the scope and intensity of potential natural disasters
29 and community emergencies that could be experienced by County employees. While
30 employees are expected to make reasonable efforts to perform the duties of their job
31 during an emergency, the County will also make reasonable efforts to accommodate

- 1 impacted employee requests for leave or alternative places to work during such
- 2 emergencies, such as another County building that is closer to the employee's home,
- 3 another public sector jurisdiction that is closer to the employee's home and with which the
- 4 County has a reciprocal agreement, or the ability to telework from home.

ARTICLE 15

WAGES AND JOB PROFILE SCHEDULE

1. Wages and Job Profile Schedule

A. Wage Rates for FY 2023-2024 (July 1, 2023 - June 30, 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. Additionally, regular and limited duration IUPAT Local 1094 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 (July 1, 2024 - June 30, 2025)

1. Effective July 1, 2024, the wage rates for employees for FY 2024 -2025 (July 1, 2024 - June 30, 2025) shall be adjusted by the same percentage general COLA adjustment agreed to by IBEW Local 48.

2. Additionally, effective on July 1, 2024, regular and limited duration IUPAT Local 1094 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 (July 1, 2025 - June 30, 2026)

Effective July 1, 2025, the wage rates for employees for FY 2025 - 2026 (July 1, 2025 - June 30, 2026) shall be adjusted by the same percentage general COLA adjustment agreed to by IBEW Local 48.

D. Wage Rates for FY 2026 - 2027 (July 1, 2026 - June 30, 2027)

Effective July 1, 2026, the wage rates for employees for FY 2026 - 2027 (July 1, 2026 - June 30, 2027) shall be adjusted by the same percentage general COLA adjustment agreed to by IBEW Local 48.

2. Pay Period

Employees shall be paid on a twice a month basis. The pay periods shall be

1 the 1st through the 15th of each month and the 16th through the end of each month.
2 Employees will be paid on the 15th of each month for hours worked during the second pay
3 period of the preceding month, and on the last business day of each month for hours
4 worked during the first pay period of that month; provided, however, that if either date falls
5 on a Saturday, Sunday, or Holiday, the pay date will be the preceding business day.

6 **3. Reporting Time**

7 An employee who is scheduled to report for work as scheduled, but where work is
8 not available for him or her, shall be excused from duty and paid at his or her regular rate
9 for a day's work.

10 **4. Call-In Time**

11 Employees who participate in the On-Call program or accept an emergency
12 "Call-In" shall be paid for a minimum of four (4) hours of call-in pay at the rate of
13 time and one-half (1.5) except that an employee called to work within two (2) hours of the
14 commencement of their scheduled shift shall be paid at the rate of one and one-half (1.5)
15 times the employee's regular straight time rate only for the period elapsed from the
16 commencement of the call-out to the commencement of the shift.

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

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

29 **B.** Emergency call-ins that occur during the last fifteen (15) minutes of the
30 original call-in period will be considered a new call-in and the employee will receive an
31 additional four (4) hours of call-in commencing at the acceptance of the call-in assignment

1 and ending four (4) hours later. For example, an employee that began their call-in pay
2 period at 8:00 a.m. and the call received at 11:45 a.m. will begin a second four (4) hour
3 call-in period ending at 3:45 p.m.

4 **C.** Employees will only be called out and remain working for bona fide urgent
5 and immediate operational needs. Call-in time will not be used for assigning (stacking)
6 routine work. The employer may also assign an employee who may be subject to call-out
7 a County vehicle, which the employee shall use solely for performing County business
8 and for commuting to and from work. The assignment of the vehicle shall be voluntary,
9 except that it may be made mandatory in the event of an emergency or if the public health
10 or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's
11 discretion. If such an assignment is made, the employee shall not be charged for such a
12 vehicle.

13 **5. Overtime**

14 **A. Time and One-Half**

15 Employees will be compensated at the rate of one and one-half (1 ½) times
16 their normal rate of pay for additional time worked as follows:

17 1. In excess of eight (8) hours in any work day for a five (5) day,
18 forty (40) hour-a-week employee; or

19 2. In excess of ten (10) hours in any work day for a four (4) day,
20 forty (40) hour-a-week employee; or

21 3. In excess of forty (40) hours in any FLSA work week.

22 **B. Double Time**

23 An employee will be paid at the rate of two (2) times his or her regular rate
24 of pay for hours worked which meet all of the following criteria:

25 1. The hours worked were in excess of forty-eight (48) for the FLSA
26 work week; and

27 2. The employee works on all days of the FLSA work week; and

28 3. The hours were worked on the employee's final day of rest during
29 the FLSA work week.

30 **C.** Overtime worked shall be calculated in accordance with the uniform time
31 charging provisions of Article 14.

1 **D.** Employees shall be compensated with four (4) hours of straight time when
2 scheduled overtime is canceled with less than forty-eight (48) hours of notice.

3 **6. Compensatory Time**

4 Compensatory time may be accrued by agreement between the County and the
5 employee with the following limitations. Specifically, in lieu of overtime pay, an employee
6 may, with managerial approval, elect to accrue compensatory time equivalent to the
7 applicable overtime rate for each hour of overtime worked provided:

8 **A.** The maximum allowable accumulation of compensatory time off shall be
9 eighty (80) hours.

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

12 In the event the employee terminates for any reason, accrued
13 compensatory time shall be paid to the employee or their heirs.

14 **7. Overtime Distribution**

15 Overtime work shall be distributed equally among employees within the same job
16 profile in each agency; provided, however, that exceptions may be made subject to
17 mutual approval of the County and the Union.

18 A record of overtime hours worked shall be made available to employees upon
19 request to their manager.

20 There shall be no discrimination against any employee who declines to work
21 overtime. Overtime work shall be voluntary except in cases where, in the County's
22 judgment, the public health, safety, and welfare may be jeopardized.

23 **8. Mileage Pay**

24 Whenever an employee is required to work at any location other than their regular
25 place of reporting, they shall be paid at the rate of twenty cents (\$0.20) per mile or the
26 I.R.S. rate, whichever is greater, from their regular reporting place for the use of their
27 personal transportation to and from the temporary new locations. All employees shall be
28 allowed pay from the time of reporting to their regular reporting place, and this shall end
29 when they return to their regular reporting place.

30 **9. Height Time Differential Pay**

31 When employees covered by this Agreement are performing painting on a

1 structure at or above the fifty (50) foot level directly above the ground, floor, roadway, roof
2 or water, the wage rate for such work shall be that to which the employee is normally
3 entitled plus an additional sixty cents (\$0.60) differential for each hour that the employee
4 is performing such work.

5 **10. Shift Differential**

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

7 **A. Swing Shift Premium**

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

11 **B. Graveyard Shift Premium**

12 An hourly premium of two dollars (\$2.00) to employees for all hours worked
13 on shifts beginning between seven (7:00) p.m. and five fifty-nine (5:59) a.m.

14 **C. Relief Shift Premium**

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

17 **11. Parking**

18 Whenever the employee is required to report to the Courthouse on a temporary
19 basis in their private vehicle, the County shall provide parking.

20 **12. Spray Painting and Toxic Vinyl Premium**

21 Any employee covered by this Agreement who performs spray painting or applies
22 toxic vinyls while silk screening shall receive a premium of thirty-five cents (\$0.35) for
23 each hour they perform such work, provided that such premium shall be paid only if the
24 employee wears a respirator.

25 **13. Coverwear for Maintenance Painter**

26 The County agrees to continue the practice of providing appropriate laundered
27 cover wear for employees covered by this Agreement.

28 **14. Protective Equipment**

29 **A. Safety Shoes**

30 On an annual basis, and upon presentation of a receipt, employees shall be
31 eligible for reimbursement of up to three-hundred dollars (\$300) for required, specific

1 safety shoes in performance of their duties in compliance with Oregon OSHA Shoe
2 Requirements, American Society for Testing and Materials (ASTM) F-2412-2005
3 standards, and National Fire Protection Association (NFPA) requirements.

4 **B. Prescription Safety Glasses**

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

11 **15. Operationally Essential Assignment Compensation**

12 Employees in positions that have been designated as Operationally Essential
13 Assignments shall receive two (2) saved holidays, at the number of hours described in
14 Article 7, Section 3. on October 16 of each year. An employee who transfers into an
15 Operationally Essential Assignment after October 16, but before January 1 of the same
16 fiscal year, will receive two (2) saved holidays effective to the date of their transfer. An
17 employee who transfers into an Operationally Essential Assignment on or after
18 January 1, but before February 15 of the same fiscal year, will receive one (1) saved
19 holiday effective to the date of their transfer. An employee who transfers into an
20 Operationally Assignment after February 15 will receive no saved holiday for the fiscal
21 year.

22 **16. Jail Side Premium**

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

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

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

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

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

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

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

10 **A. Unauthorized Overpayments**

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

17 **B. Payments in Error**

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

23 **C. Repayment to the County**

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

28 **D. Repayment to the Employee**

29 When an error occurs which results in a negative impact on the employee,
30 upon notification by the employee, and verification by the Payroll Division, payment in

1 correction of the error shall be made in the employee's paycheck for the current pay
2 period.

3 **18. Implementation of Compensation Provisions**

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

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

16 **C.** Payment of all changes to compensation agreed to in bargaining, including
17 but not limited to, retroactive COLA, retention incentives, new premiums, etc., will not
18 necessarily be paid and/or provided on the effective date(s) referenced in the contract,
19 but shall instead be paid and/or provided in accordance with the regular payroll schedule
20 as consistent with the parties' long-standing past practice (e.g., if an employee is eligible
21 for a bonus on July 1st, then payment of that bonus would not occur on that date, but
22 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.

ARTICLE 17
SETTLEMENT OF DISPUTES

1. Grievance Procedure

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

A. Step I - The Immediate Manager

After first attempting to resolve the grievance informally, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate manager within ten (10) working days of its occurrence; if at that time the individual employee or their representative is unaware of the grievance, it may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The manager shall then attempt to adjust the matter and respond, in writing, to the employee or their representative within ten (10) working days.

B. Step II - The Department Director

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

C. Step III - Labor Relations

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

D. County Grievances

When the County has a grievance, it may be presented in writing to the Union through the Chief Human Resources Officer (CHRO) in Central Human Resources

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

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

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

13 **F. Step V - Arbitration**

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

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

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

1 Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days
2 prior to the date the grievance was first filed with the manager and it shall state the
3 effective date of the award.

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

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

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

13 **A.** Employees selected or elected by the Union as employee representatives
14 shall be known as "stewards". The names of the stewards and the names of other Union
15 representatives who may represent employees shall be certified in writing to the County
16 by the Union. Stewards may investigate and process grievances during working hours
17 without loss of pay and all efforts will be made to avoid disruptions and interruptions of
18 work.

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

22 **C.** In no event may the Union or the aggrieved employee initiate a grievance
23 under the procedure so outlined in this article where more than sixty (60) days have
24 elapsed since the occurrence of the grievance; however, in no way is this provision to be
25 interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e.,
26 the breach continues and is not a single isolated incident).

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 the 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 posting 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, accredited representatives of the Paint Makers, Sign, Display, Truck Painters, and Allied Trades District Council 5, AFL-CIO, Local 1094 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.

1 **4. Rules**

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

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

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

8 **D.** New employees covered by this Agreement shall be provided with access
9 to the Agreement and rules at time of hire.

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

13 **5. Seniority**

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

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

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

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

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

21 **B.** In computing seniority for regular employees, the following factors will be
22 taken into account:

23 **1.** Part-time work within the same job profile will be counted on a
24 prorated hourly basis.

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

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

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

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

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

2 **D.** On May 15th of each year, the County shall furnish to the Union sufficient
3 copies of a seniority roster of all employees assigned to the job profiles listed in
4 Addendum "A".

5 **E.** Employees may protest their seniority designation through the grievance
6 procedure outlined in this Agreement.

7 **6. Reduction in Force**

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

9 **7. County-Union Meetings**

10 The Department Director, or their representative(s) shall meet at mutually
11 convenient times with the Union committee. All such meetings shall be held during normal
12 working hours on County premises without loss of pay and the parties will so schedule
13 such meetings as far as practical to avoid disruptions and interruption of work. The Union
14 committee shall consist of not more than three (3) members selected by the Union.

15 **8. Safety Devices**

16 The County will furnish all safety devices necessary to comply with existing and
17 future state and federal safety requirements. No employee shall be disciplined for refusal
18 to violate the safety codes or the laws of the State of Oregon.

19 **9. Contract Work**

20 The County agrees that the Union will be notified a reasonable period of time in
21 advance of any contracting or subcontracting of work done by employees covered by this
22 Agreement.

23 **10. Supremacy of Contract**

24 To the extent allowable by law, whenever a conflict arises between this Agreement
25 and Multnomah County Code 3.10, et seq., or its successor, this Agreement shall prevail.

26 **11. Performance Evaluation Process**

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

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

31 **C.** No evaluations or employee responses will be admissible in any disciplinary

1 or arbitration hearing.

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

4 **12. Drug and Alcohol Definitions**

5 The definitions set out in Addendum B, Drug and Alcohol Policy, shall be deemed
6 a part of this agreement.

7 **13. Bus Pass**

8 **A. Statement of Purpose**

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

16 **B. Scope of Subsidy**

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

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

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

27 **C. Procedural Requirements**

28 The procedural requirements for obtaining the pass and verification that the
29 pass has been used solely by the employee shall be the same as apply to all County
30 employees. Such requirements may change from time to time to ensure efficient and
31 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
30 OSHA 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
17 of 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 Should any article, section, or portion thereof, of this Agreement be held unlawful
6 and unenforceable by any court of competent jurisdiction, or any administrative agency
7 having jurisdiction over the subject matter, such decision shall apply only to the specific
8 article, section, or portion thereof directly specified in the decision. Upon the issuance of
9 any such decision, the parties agree immediately to attempt to negotiate a substitute, if
10 possible, for the invalidated article, section, or portion thereof. All other portions of this
11 Agreement, and the Agreement as a whole, shall continue without interruption for the term
12 hereof.

13 **2. Funding**

14 The parties recognize that revenue needed to fund the wages and benefits
15 provided by the Agreement must be approved annually by established budget
16 procedures. All such wages and benefits are, therefore, contingent upon sources of
17 revenue and annual budget approval. The County has no intention of cutting the wages
18 and benefits specified in this Agreement because of budgetary limitations, but cannot and
19 does not guarantee any level of employment in the bargaining unit covered by this
20 Agreement. The County agrees to include in its annual budget request amounts sufficient
21 to fund the wages and benefits provided by this Agreement, but makes no guarantee as
22 to the passage of such budget request pursuant to established budget procedures. This
23 Section 2 and County action hereunder shall not be subject to the Resolution of Disputes
24 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, 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 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.

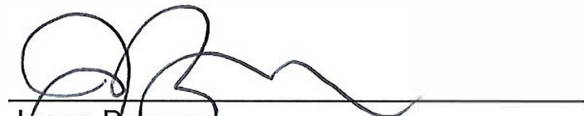
FOR THE UNION:



Fred Hawkins, Business Representative
IUPAT Local 1094, AFL-CIO


MULTNOMAH COUNTY, OREGON:


Jessica Vega Pederson
County Chair


Sharon Meieran
Commissioner, District 1


Jesse 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

ADDENDUM A
WAGE AND JOB PROFILE

Effective July 1, 2023

<u>JOB PROFILE TITLE/ NUMBER</u>	<u>HOURLY WAGE RATE</u>
Sign Fabricator	\$37.70

ADDENDUM B
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 (CDL's) 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
25 of CDL’s may not perform safety sensitive functions, such as driving, at or above the
26 two 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
28 to 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. Supervisory 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.

11 **4. Additional Precautions**

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

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

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

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

24 **C. Testing Methodology**

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

29 **1. Drug Testing**

30 **a.** Drug tests are conducted using urine specimens. In
31 accordance with CDL standards, the County will contract with a medical doctor trained in

1 toxicology to act as an MRO (Medical Review Officer). In the case of positive tests, the
2 MRO 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 **b.** In addition to compliance with federal guidelines, the following
8 safeguards will also be applied:

9 **i.** 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 **ii. Appeals**

14 If an employee disagrees with the results of the drug
15 test, the employee may request, in writing, within five (5) days of receipt of test results,
16 that the original sample be re-tested at the employee's expense by the testing laboratory.
17 The result of any such retest will be deemed final and binding and not subject to any
18 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 **2. Alcohol Testing**

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

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

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

1 **5. Definitions**

2 **A. Alcohol**

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

5 **B. Controlled Substance**

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

10 **C. County**

11 Multnomah County, Oregon.

12 **D. Drug Paraphernalia**

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

17 **E. Drug Test**

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

20 **F. Drugs**

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

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

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

1 **H. On Duty**

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

6 **I. Prescription Medication**

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

9 **J. Reasonable Suspicion of Being Under the Influence of Drugs or**
10 **Alcohol**

11 See “Section IV.B.1.a” above.

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

13 A licensed physician, or licensed or certified psychologist, social worker,
14 employee assistance professional, or addiction counselor with knowledge of and clinical
15 experience in the diagnosis and treatment of alcohol and controlled substance-related
16 disorders.

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

18 See “Section III.B.3” above.

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

20 See “Section II.B.2” above.

21 **6. Sample Last Chance Agreement**

22
23 **LAST CHANCE AGREEMENT**

24
25 The following agreement is entered into between Multnomah County and the Employee.
26 Failure on the part of the employee to meet the expectations below will result in the
27 termination of their employment with the County.

28
29 **1.** I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if
30 required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or
31 outpatient rehabilitation program approved by the County. I fully understand that should

1 I fail to complete either the inpatient or outpatient program, my employment with the
2 County will be terminated.

3

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

9

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

14

15 **4.** I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing
16 (urinalysis and breath test) by the County for a period of twenty-four (24) months from the
17 date I return to work. (This time period will increase accordingly if I am absent from work,
18 for any reason, for a cumulative period of one (1) month or more.) I understand that if I
19 refuse to take a drug and/or alcohol test or if a test is positive, my employment will be
20 terminated.

21

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

24

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

26

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

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

3
4 9. I realize that my employment will be terminated if I fail to meet the expectations
5 outlined in this Agreement and the letter attached.

6
7 **Disciplinary Action**
8 I understand that the disciplinary action imposed in the attached letter may not be grieved
9 under the grievance procedure in the Local 1094 contract.

10
11 **Personal Commitment**
12 I pledge and agree to abide by the terms of this agreement. I understand that a violation
13 of or noncompliance with any of these terms will result in my being terminated. Further,
14 I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including
15 alcohol). I hereby consent to the County's contacting any treatment or health care
16 provider who may have information on my alcohol or drug dependency condition and/or
17 compliance with the terms of this agreement and authorize the provider to furnish such
18 information to the County.

19
20 I understand the terms and conditions of this letter. I also understand that, except as
21 expressly stated in this agreement, my terms and conditions of employment will be
22 determined by the County's policies and rules, and that this agreement does not
23 guarantee me employment for any set period of time. I have had sufficient time to study
24 it away from the work place and to consult anyone I desire about it. I sign it free of any
25 duress or coercion. This letter will become part of my personnel file.

26
27
28 _____
29 (Employee) (Date) (Managerial Employee With (Date)
30 (Disciplinary Authority)**

1
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12
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14
15
16

(Labor Representative) (Date) (Employee's Immediate Manager ***)
(Date)

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

Footnotes:

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

1 **ADDENDUM C**
2 **MEMORANDUM OF AGREEMENT**
3 **EMERGENCY CONDITIONS PROVISIONS**
4
5

6 **I. Parties**
7

8 The parties to this Memorandum of Agreement (hereinafter “MOA”) are Multnomah
9 County, Oregon (hereinafter referred to as the “County”) and the International
10 Brotherhood of Painters and Allied Trades and District Council 5 of Oregon, Washington,
11 and Idaho, AFL-CIO (hereinafter referred to as the “Union”).
12

13 **II. Background**
14

- 15 A. The IUPAT Local 1094 2016-2021 Collective Bargaining Agreement (hereinafter
16 referred to as “CBA”) was extended by MOA through June 30, 2023.
17
- 18 B. In the MOA, language was included regarding operationally essential employee
19 designation and compensation. All IUPAT Local 1094 employees are designated
20 as “Operationally Essential” and required to report for duty regardless of facility
21 closure or curtailment of some or all County operations and receive the Operationally
22 Essential Assignment Compensation, which is two (2) saved holidays to be used
23 within the fiscal year.
24
- 25 C. IUPAT Local 1094 employees were designated as “Operationally Essential”
26 employees in the MOA that was agreed to by the parties to extend the 2016-2021
27 CBA through June 30, 2023. Operationally Essential Employees are required to
28 report to work when the County closes or curtails operations. However, they are not
29 subject to the “Emergency Conditions Provisions” when the Director of the
30 Department of Community Services (hereinafter referred to as “DCS”) designates
31 an emergency. An “Emergency” is defined as inclement weather or other condition,

1 which in the sole discretion of the Director of DCS, or their designee, constitutes a
2 present or imminent danger to the health, safety, or property of the people of
3 Multnomah County.

4
5 D. The Road Maintenance section of DCS has a need for volunteers when the Director
6 of the Department of Community Services designates an "Emergency" as defined
7 above in Section II.C.

8
9 E. The parties have a mutual interest to extend this MOA regarding "Emergency
10 Conditions Provisions".

11
12 THEREFORE, the parties mutually agree as follows:

13
14 **III. Terms**

15
16 1. The following language regarding Emergency Conditions Provisions in the
17 Department of Community Services (DCS) will apply to regular IUPAT Local 1094
18 employees.

19
20 **I. Purpose**

21
22 The purpose of this addendum is to set forth practice governing wage
23 entitlements during periods of emergency for IUPAT Employees who
24 volunteer or are required to work in Animal Services, Bridge Maintenance
25 and Operations, and Road Maintenance Sections.

26
27 **II. Agreement**

28
29 **A.** An "Emergency" is defined as inclement weather or other condition,
30 which in the sole discretion of the Director of Community Services or

1 their designee constitutes a present or imminent danger to the health,
2 safety, or property of the people of Multnomah County.

3
4 **B.** During the term of such an emergency, the "work day" for pay
5 purposes shall be the calendar day (midnight to midnight); however,
6 the Department will not schedule shifts overlapping calendar days for
7 the purpose of avoiding overtime pay.

8
9 **C.** An employee sent home during the work day, regardless of whether or
10 not the employee is recalled, shall receive a minimum of eight (8) hours
11 of pay for that work day.

12
13 **D.** The total number of hours worked during the work day, regardless of
14 how divided, shall be added to determine the total number of hours
15 worked for pay purposes during the work day.

16
17 **E.** All hours worked in excess of the employee's regular scheduled hours
18 for the day shall be compensated at the overtime rate of pay. For
19 example, an employee regularly scheduled to work a 4-10 schedule
20 will receive overtime after ten (10) hours in the workday. However, on
21 the first (1st) day of the emergency, any employee sent home and
22 called back within the same work day shall receive an additional two
23 (2) hours of overtime pay in addition to the compensation as computed
24 and paid as the paragraph above.

25
26 **F.** All hours worked during swing and graveyard shifts shall be paid at the
27 contractually required shift differential.

28
29 **G.** In recognition of the difficult conditions required during emergencies
30 and the willingness to provide substantial flexibility in directing and
31 scheduling work, employees will receive a twenty percent (20%)

1 premium for all hours worked during the term of the emergency.
2 Otherwise employees will continue to receive compensation based on
3 their schedule prior to the declaration of emergency. For example, and
4 not to limit the interpretation of this provision, a 4-10 employee
5 regularly scheduled to work Monday through Thursday will receive
6 overtime after ten (10) hours of work in a work Monday through
7 Thursday, will receive double time pay for work on Saturdays and
8 Sundays, and will receive holiday premium and holiday leave for
9 ten (10) hours when working on an observed holiday. All other terms
10 of the Collective Bargaining Agreement will remain unchanged.
11

12 **H.** While employees are expected to make reasonable efforts to perform
13 the duties of their job during a declared emergency, the County will
14 also make reasonable efforts to accommodate impacted employee
15 requests for leave.
16

17 **I.** Employees will not be required to perform an assignment for which
18 they have not been adequately trained and which poses a hazard to
19 the employee's safety and welfare.
20

21 2. The parties have agreed to extend this MOA and it will expire on June 30, 2027,
22 unless the parties mutually agree to extend the MOA further or incorporate the
23 language into the CBA during successor contract negotiations for the IUPAT
24 Local 1094 2023-2027 CBA.
25

26 3. Any dispute over the meaning, interpretation, or application of this MOA shall be
27 subject to the grievance procedure set forth in Article ~~18~~-17 of the IUPAT Local 1094
28 2023-2027 CBA.

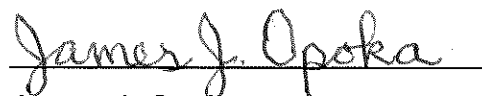
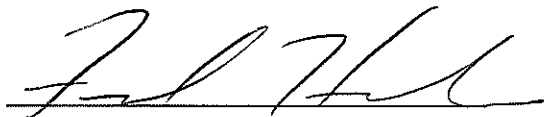
1 Agreed to this 16th day of November, 2023.

2
3

4 For the Union:

For the County:

5
6
7



8 Fred Hawkins
9 Business Representative
10 IUPAT Local 1094

James J. Opoka
Labor Relations Manager
Multnomah County

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